

**KING CONSERVATION DISTRICT
BOARD OF SUPERVISORS MEETING
September 14, 2020
4:00 PM to 6:25 PM– via Teleconference Only**

**Zoom Link: <https://zoom.us/j/91067164736>
Call In Number: (253) 215-8782
Meeting ID: 910 6716 4736**

Meeting Agenda

Call to Order

- | | |
|---|------------------------------|
| 1. Preliminary Matters: | 4:00 PM– 4:02 PM |
| a) Introductions | |
| b) Additions or Corrections to the Agenda | |
| c) Adoption of the Board Agenda | |
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2. Consent Agenda: |
4:02 PM – 4:04 PM |

Items listed below will be enacted by one motion. If separate discussion is desired on an item, that may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Board Member

- | | |
|---|------------------------------|
| a) <u>Board Minutes</u> – None | |
| b) <u>LIP Applications</u> – | |
| 1. AI 20-059: van Gemerts – Riparian Forest Buffer | |
| c) <u>Member Jurisdiction Grant Applications</u> – | |
| 1. AI 20-060: City of Bellevue – Scoping Animal Relief Areas | |
|
3. Welcome Interim Executive Director |
4:04 PM – 4:15 PM |
| 4. Public Comment | 4:15 PM – 4:30 PM |
| 1. Christie True – King County | |
|
5. Finance: | |
| a) AI 20-061: A motion to approve check number 22825 through 22871 for a total of \$238,911.03; non-payroll EFTs totaling \$515.08; Bank Fees of \$48.00; Void Check of \$0.00; and August 2020 Payroll for \$220,811.54. – Souza | 4:30 PM – 4:45PM |
| b) Human Resources – Souza | |
|
6. New Business: | |
| a) Executive Session – Executive Session to discuss the performance of a public employee | 4:45 PM - 5:15 PM |
| b) ILA – Board | 5:15 PM – 5:35 PM |
| c) AI 20-062: KCD-WSU Extension Forestry 2020 Contract Amendment – Lasecki | 5:35 PM – 5:40 PM |
| d) AI 20-063: Additional Grant Funding from Flood Control District (ADAP)– Monaghan | 5:40 PM – 5:45 PM |
|
7. Unfinished Business: | |
| a) Elections Update – Souza/Haugen/Porter | 5:45 PM – 6:00 PM |
| b) Advisory Committee Update – Grace | 6:00 PM – 6:10 PM |
| c) AI 20-064: Regional Food System – Farmland Access RFP Approval – Monaghan | 6:10 PM – 6:15 PM |
| d) WACD NW Area Meeting Resolutions – Reed/Mosby | 6:15 PM – 6:20 PM |
| e) Strategic Initiatives Update – Shore Friendly KC Memorandum of Understanding and Technical Service Agreement – Reed | 6:20 PM – 6:25 PM |

CONSENT AGENDA

King Conservation District Landowner Incentive Program
2020 August Awards

BUDGET SUMMARY	
Total- Cost-share Budget	\$348,009.59
Total- Cost-share Awarded	\$169,414.78
2020 Awards	\$152,493.03
August Award Cycle	\$16,921.75
Cost-share Budget Remaining	\$178,594.81
**Funding for Forestry Cost-Share has recently become available through Working Lands Initiative Funding	
Funds Available to Reallocate	\$1,656.24
Adjusted Balance Available for FY 2020	\$180,251.05

COST SHARE AWARD DETAIL- July Cycle										
Last Name	First Name	Best Management Practice	Award Amount	Completion Date	Acres	Feet	Plants	Qty		
Lanning	Beth and Shawn	Roof Runoff Structure	\$ 1,137.50	9/30/2021		325		1.0		
LaRose	Lara	Heavy Use Protection Area	\$ 1,498.00	9/30/2021				1.0		
LaRose	Lara	Roof Runoff Structure	\$ 245.00	9/30/2021		70		1.0		
Woodard	Susie	Heavy Use Protection Area	\$ 2,590.00	9/30/2021				1.0		
Richardson	Shina	Subsurface Drain	\$ 455.00	9/30/2021		130		1.0		
Richardson	Shina	Roof Runoff Structure	\$ 1,300.00	9/30/2021		130		1.0		
McGann	Angela and Jeff	Riparian Forest Buffer	\$ 4,623.50	9/30/2021	0.08	100	203	1.0		
Lingo	Josh and Kim	Riparian Forest Buffer	\$ 5,072.75	9/30/2021	0.09	100	295	1.0		
Total			\$16,921.75		0.17	855.00	498			

COST-SHARE FUNDS AVAILABLE TO REALLOCATE (Prior & Current Year Contracts, Cancelled or Closed Under Budget During CY 2020)		
Status	Number of Contracts	Amount
Closed Underbudget	4 \$	1,656.24
Cancelled	0	
	4 \$	1,656.24



2017-103 Sam Savar Riparian Forest Buffer – 08/2020

King Conservation District Board of Supervisors Meeting 09/14/2020
Agenda Action Briefing/Report AI 20-059

SUBJECT:

Approve KCD Landowner Incentive Program cost-share application from Auryel and Anthony van Gemert for Riparian Forest Buffer, in the amount of \$5,561.75.

FISCAL IMPACT

The current balance of cost-share funding for KCD LIP 2020 and the total KCD financial contribution to the practice installation are summarized in the following tables:

2020 LIP Cost-share Available	\$180,251.05
Current Request LIP	\$5,561.75
Balance Remaining	\$174,689.30

LIP Cost-Share	\$5,561.75
KCD Shorelines Program	\$4,449.70
Total KCD	\$10,011.45

POLICY CONSIDERATION

This proposed cost-share contract has been vetted through a staff approval committee and meets NRCS standards for the applicable best management practice (BMP). The application has been advanced for due pass by the Board of Supervisors.

STAKEHOLDER INTERESTS

- District cooperators working with District farm management, forestry and aquatic area enhancement programs
- King CD Board members and staff

BACKGROUND

The van Gemert property is a residential hobby farm with veggie beds and a small forest plantation. Kimball Creek (WRIA 7) runs along 150 feet of the property with lawn leading up to a 30 foot band of invasive blackberry, morning glory with some aging Red Alder. Blackberry and morning glory cover the entire proposed project site. There are no livestock on the property so no exclusion fencing is needed. Kimball Creek is above Snoqualmie Falls with no Salmonid access yet there are resident Coastal Cutthroat Trout.

The proposed project will establish a 35 foot wide Riparian Forest Buffer of diverse native trees and shrubs along 150 feet of shoreline of Kimball Creek. Approximately 552 trees and shrubs will be planted. The van Gemert property is adjacent to an existing KCD buffer installed in Fall 2009 and is also a short distance downstream from three other KCD buffer projects.

EFFECTIVE DATE

The cost-share award will become effective upon approval by the Board of Supervisors and the LIP contract will become effective upon signature by a Board representative.

RECOMMENDATION

Staff seeks Board approval of Landowner Incentive Program cost-share application from Auryel and Anthony van Gemert, for a Riparian Forest Buffer, in the amount of \$5,561.75

King Conservation District Board of Supervisors Meeting 09/14/2020
Agenda Action Briefing/Report AI 20-059

MOTION

_____ Moved, _____ Seconded; *Passed a motion to Approve KCD Landowner Incentive Program cost-share application from Auryel and Anthony van Gemert, for a Riparian Forest Buffer, in the amount of \$5,561.75.*

KING CONSERVATION DISTRICT (KCD) LANDOWNER INCENTIVE PROGRAM APPLICATION

Aquatic Area Enhancement Project

Section 1. Applicant (If applicant is not the landowner, then landowner must also sign the agreement)

Applicant Name: Auryel and Anthony Van Gemert		Farm/Business Name: None	
Mailing Address: 8305 382nd Ave SE Snoqualmie, WA 98117		Project Address: Same	
Phone (home):		Phone (work/mobile): (919)123-2582	
Email Address: auryelross@hotmail.com		KCD Staff: Jacobus Saperstien	
Parcel #(s): 7802900085	<input type="checkbox"/> Incorporated <input checked="" type="checkbox"/> Unincorporated	Total Farm/Land Acreage: 3.3 acres	<input checked="" type="checkbox"/> T.A. <input type="checkbox"/> Farm Plan <input type="checkbox"/> Forest Plan
Is email an acceptable primary form of communication?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Would you like to be added to our newsletter list?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Section 2. Project Information

Best Management Practice (BMP):	Riparian Forest Buffer
Project Completion Date (month and year): June 2021	
<p>Current Site Conditions <i>(Provide a brief summary of resource management problem addressed by BMP: note streams, wetlands, and steep slopes near or within the project area):</i></p> <p>The Van Gemert property is a residential hobby farm with veggie beds and a small forest plantation. Kimball Creek (WRIA 7) runs along 150 feet of the property with lawn leading up to a 30 foot band of invasive blackberry with some aging Red Alder. There are no livestock on the property so no exclusion fencing is needed. The Van Gemert property is adjacent to an existing KCD buffer installed in Fall 2009 and is also a short distance downstream from three other KCD buffer projects. There are no steep slopes onsite but Kimball Creek will occasionally flood this project area in large winter storms. Soils are prime farmland Silt Loam which will support our native plant species well. Kimball Creek is above Snoqualmie Falls with no Salmonid access yet there are resident Coastal Cutthroat Trout.</p>	
<p>Project Details <i>(Provide a brief summary of the project. Include acres treated, linear feet of stream enhanced, length of fence, types and numbers of plants, etc.):</i></p> <p>1) KCD plans to establish a riparian buffer of diverse native trees and shrubs along property owner's complete shoreline. Buffer width will be 35' or slightly greater. Plants will be spaced 3-4 feet apart. Site is fully covered with invasive blackberry and a little morning glory.</p> <p>2) Project will enhance 8,527sq.ft. (.185acres) along 150 feet of shoreline and plant approximately 552 trees and shrubs. Buffer width will be 35 feet wide average and minimum.</p> <p>3) About 10 Red Alder exist on the west side of project area.</p> <p>4&5) See attached planting plan</p>	
<p>Maintenance Plan:</p> <p>King CD will maintain the project for 3-5 growing seasons. Activities will include control of invasive species and replanting if survivorship falls below 80%. The landowner is responsible for maintaining the project and providing photos for the remaining 10-12 years of the practice. Photos must be submitted by 9/1 of each year.</p>	

Permits (List all permits required to complete this project):

Yes, Aquatic Noxious Weed General Permit has been obtained from the Washington State Department of Ecology and Washington State Department of Agriculture: Permit

Photos: KCD Resource Planner must submit before photos with this application.

Section 3. Cost-share Programs

A. Have you previously applied for cost-share through the KCD Landowner Incentive Program (LIP)?

☐ Yes

☒ No

If yes, please list contract number and BMP below:

B. Are you applying for (or received) funding (cost-share or grants) through other agencies or programs?

☐ Yes

☒ No

Please describe below:

1. King County Cost-share

Please list practices and date installed below:

2. NRCS EQIP (Natural Resources Conservation Service's Environmental Quality Incentive Program)

Please list practices and date installed below:

3. Other

Please list agency and describe project:

Other Cost-Share History/Notes:

Section 4. Budget (attached as Exhibit A)

KCD will plan and install the Best Management Practice (BMP) on behalf of the Applicant. A detail of the project budget with line items for planning, installation, maintenance and cost-share ratios are attached as Exhibit A. Upon BMP installation, KCD will invoice the Applicant for the Applicant Cost-share listed in the following table. Applicant cost-share is due 30 days after receipt of a KCD invoice.

Program Cost-share	Cost-share Ratio	Amount
King CD Landowner Incentive Program	50%	\$ 5,561.75
King CD Aquatic Area Enhancement Program	40%	\$ 4,449.40
Washington State Conservation Commission	%	\$ 0.00
Other (specify) -	%	\$ 0.00
Other (specify) -	%	\$ 0.00
Applicant Cost-share	10%	\$ 1,112.35
TOTAL	100%	\$ 11,123.50

Section 5. Education and Outreach

KCD encourages public education through demonstration projects. Demonstration projects are used to educate other landowners about innovative ways to address natural resource concerns. A demonstration project may be showcased in a guided tour, or featured in presentations or written fact sheets.

A. Will you consider becoming a demonstration project?

☒ Yes ☐ No

Section 6. Maintenance and Monitoring Expectations

The applicant is responsible to maintain the Best Management Practice (BMP) to standard as detailed in the attached Job Sheet for the lifetime of the BMP.

- ☒ A. I understand the lifetime of the BMP is 15 years.
- ☒ B. I understand KCD will coordinate and conduct maintenance and replanting for the first three years of the lifetime of the BMP. After that, KCD will work with the Applicant to verify proper maintenance of the installed BMP. Verification of maintenance includes a combination of site visits with KCD staff members who will take photos of the project, and annual photo documentation submitted by the applicant for the lifetime listed in Section 6A.
- ☒ C. I understand I am obligated to maintain and monitor the BMP for the lifetime listed in Section 6A.

Section 7. Application and Agreement

I request financial assistance (cost-share) under the KCD LIP to install the Best Management Practice (BMP) described in this application and detailed in the attached *Job Sheet and Map*. This practice is needed to solve the natural resource problems described in Section 2 of this application. This Agreement expires if the project is not completed by the specified completion date in Section 2 or in an approved timeline revision request. KVA (Initial Here)

I authorize KCD to secure the applicable local, state, and federal permits and to install the BMP on my behalf, and I agree to work cooperatively with KCD to obtain these permits. KVA (Initial Here)

I agree to work cooperatively with KCD to ensure the funded BMP is maintained consistent with the design life identified in the attached Job Sheet and in Section 6 of this application. KVA (Initial Here)

I agree to indemnify, defend, and hold harmless KCD, its elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property allegedly resulting from the negligent or intentional acts of the applicant or any of its employees or agents which may occur during the course of KCD's performance of the installation of the BMP provided in connection with this Agreement. KVA (Initial Here)

I represent that the information provided in Section 3 of this application is a full disclosure of all other natural resource financial cost-share relationships in which I have or am participating. KVA (Initial Here)

I understand that LIP cost-share is contingent upon installing the BMP to the minimum standard planned by KCD, and that KCD will verify and photo document standard compliance through its coordination of BMP installation. KVA (Initial Here)

I understand that in cases where I become the recipient of a KCD LIP cost-share reimbursement there may be federal tax liability associated with the reimbursement. When this occurs, KCD will issue a 1099-G for reimbursements made through the LIP. I understand that KCD cannot provide advice with respect to the tax liability associated with LIP cost-share reimbursements. KVA (Initial Here)

I understand that I am applying for public funding and am responsible for notifying a buyer upon sale or loss of the property of the installed BMP. If I sell or lose control of the property covered by this Agreement and the new owner or transferee does not assume responsibility for maintaining the installed BMP as required by this Agreement, I may be required to refund all or a portion of cost-share reimbursements received through this Agreement. In the event litigation is commenced by KCD to recover a refund of any cost-share reimbursements received through this Agreement, attorney's fees and costs incurred by the prevailing party in such action shall be paid by the non-prevailing party. KVA (Initial Here)

I give permission to KCD to photograph my property to document the site conditions and/or the implementation and maintenance of the funded practice. In the event that I or any of my family members or dependents choose to be photographed in a setting that reflects the assistance provided by KCD, I give KCD permission to publish such photographs in KCD promotional literature, advertising, social media, and other public displays. The photographs will be the property of KCD and may be used by KCD at any time, in the manner described above, without my additional consent. KVA (Initial Here)

Auryel and Anthony Van Gemert

Page 3 of 4

I understand that this Agreement is subject to disclosure under the Public Records Act, Chapter 42.56 RCW. MA (Initial Here)

I understand that I will no longer be eligible for KCD cost-share funds if one or more of the following occurs: MA (Initial Here)

- a. The KCD funded BMP fails within its design life due to circumstances within my control (e.g., neglect, failure to maintain the BMP, destruction of the BMP before expiration of the design life, or other actions which cause the KCD funded BMP to become non-viable).
Note: Landowners are not responsible for BMP failure caused by circumstances beyond their control (e.g. fire, flood, storm damage, etc.)
- b. I relinquish or lose ownership of equipment purchased with KCD cost-share.
- c. The KCD funded BMP is not being used for the intended purpose (e.g. cross fencing purchased with KCD funding, but no animals on property).
- d. I cancel two cost-share contracts awarded through the KCD Landowner Incentive Program.
- e. I deny KCD staff access to my property to verify BMP maintenance.

I understand KCD will provide two signs, an LIP sign and aquatic area buffer sign, free of charge, and I agree that: MA (Initial Here)

- a. I will select a visible location on my property for display of the LIP sign and will install it.
- b. KCD will install the aquatic area buffer sign adjacent to the installed aquatic area enhancement project.
- c. I will maintain the signs and keep them free of visual barriers for at least five years after installation.
- d. I am not responsible for damage to the sign that is beyond my control (e.g. auto accident, storm damage, vandalism, etc.)

AS
Signature of applicant

9.1.20
Date

MA
Signature of Landowner (If applicant If Lessee)

Date 9/1/20

FOR KCD OFFICE USE

SRW
Approved for Award (KCD LIP Coordinator)

09/01/2020
Date

Approved for Funding (KCD Management)

Date

LIP ID:

Scope of Work for:

Van Gemert Family

8305 382nd Ave SE, Snoqualmie WA 98065

Date: 8/6/2020

Name of Project: VanGemert,A_2020



Narrative Scope of Work: Install Riparian Forest Buffer (NRCS 391) buffer width 35 feet or greater along 150 feet Kimball Creek shoreline. Project area 8,527sq.ft. (.185ac).

	Days/Units/Hours	Cost Per	Subtotals
Crew Days (10% Landowner cost share)			
WCC Days: Site Prep	2	\$ 1,360.00	\$ 2,720.00
WCC Days: Planting	3	\$ 1,360.00	\$ 4,080.00
WCC Days: Mulching	1	\$ 1,360.00	\$ 1,360.00
Volunteer Events			\$ -
			\$ 8,160.00
Materials (10% Landowner cost share)			
Plants - Trees 15'oc	31	\$ 5.00	\$ 155.00
Plants - shrubs 3-4'oc	521	\$ 3.50	\$ 1,823.50
Mulch Rings (25yds covers 400 plants)	25	\$ 20.00	\$ 500.00
Black Fabric Roll (15'x360' covers 5400sq') Zone 2 only	1	\$ 380.00	\$ 380.00
Staples 10" U (box 500)	1	\$ 45.00	\$ 45.00
Tree protection - Protex Pro/Gro (blue 18") Zone 3 only	250	Donated	\$ -
Bamboo Stakes 3/8" x 3' (500)	1	\$ 60.00	\$ 60.00
			\$ 2,963.50
Cost Share Estimate			\$ 11,123.50
10% Landowner Cost Share			\$ 1,112.35
KCD Staff Time (non cost share)			
Jacobus Planning	20	\$ 62.00	\$ 1,360.00
Jacobus IMPL	20	\$ 62.00	\$ 1,360.00
			\$ 2,720.00
Installation Total Estimate			\$ 13,843.50
Task 4: 3 Year Maintenance Estimate (free)			
Crew Days in field:	5	\$ 1,400.00	7,000.00
Project Management	20	\$ 62.00	1,240.00
Materials (mulch, replanting)			200.00
			8,440.00
Project Grand Total Est.			\$ 22,283.50

Van Gemert Family
8305 382nd Ave SE, Snoqualmie WA 98065
Date: 9/2/2020
Name of Project: iGemert,A_2020

[illegible]



JOB SHEET

Aquatic Area Buffer Planting- Riparian Forest Buffer

Landowner: Van Gemert, Auryel and Anthony

Lifetime of Practice: 15 years

Purpose (check all that apply)

<input checked="" type="checkbox"/> Create shade to lower or maintain water temperatures to improve habitat for aquatic organisms	<input checked="" type="checkbox"/> Improve forest health reducing the potential of damage from pests and moisture stress
<input checked="" type="checkbox"/> Create or improve riparian habitat and provide a source of detritus and large woody debris	<input checked="" type="checkbox"/> Restore natural riparian plant communities
<input type="checkbox"/> Reduce excess amounts of pollutants in surface runoff and reduce excess nutrients and chemicals in shallow groundwater flow	<input checked="" type="checkbox"/> Improve wildlife habitat
<input type="checkbox"/> Reduce pesticide drift entering water body	<input type="checkbox"/> Increase carbon storage in vegetation and soils, and increase biomass in soils

Current Site Conditions *Provide a summary of the resource management problems addressed by the BMP. Also note any other current conditions pertinent to the project (slopes, erosion, flow, drainage)*

The Van Gemert property is a residential hobby farm with veggie beds and a small forest plantation. Kimball Creek (WRIA 7) runs along 150 feet of the property with lawn leading up to a 30 foot band of invasive blackberry with some aging Red Alder. There are no livestock on the property so no exclusion fencing is needed. The Van Gemert property is adjacent to an existing KCD buffer installed in Fall 2009 and is also a short distance downstream from three other KCD buffer projects. There are no steep slopes onsite but Kimball Creek will occasionally flood this project area in large winter storms. Soils are prime farmland Silt Loam which will support our native plant species well. Kimball Creek is above Snoqualmie Falls with no Salmonid access yet there are resident Coastal Cutthroat Trout.

Riparian Forest Buffer Practice and Details *Provide the following:*

- 1) a basic description of the proposed planting area
- 2) calculate and record the square footage (acreage) of the planting area, the number of trees and shrubs to be planted, the linear footage of stream enhanced, the average and minimum width of the buffer
- 3) list any native plant species currently existing on site
- 4) list native trees and shrubs selected for the project
- 5) please attach your proposed planting plan

1) KCD plans to establish a riparian buffer of diverse native trees and shrubs along property owner's complete shoreline. Buffer width will be 35' or slightly greater. Plants will be spaced 3-4 feet apart. Site is fully covered with invasive blackberry and a little morning glory.

2) Project will enhance 8,527sq.ft. (.185acres) along 150 feet of shoreline and plant approximately 552 trees and shrubs. Buffer width will be 35 feet wide average and minimum.

3) About 10 Red Alder exist on the west side of project area.

4&5) See attached planting plan

Permits *Are there any permits necessary for the project? If so, please list below and include a copy of the permit*

Yes, Aquatic Noxious Weed General Permit has been obtained from the Washington State Department of Ecology and Washington State Department of Agriculture: Permit #WAG993000.

Type and Source of Plant Material *Will you use potted plants, bareroot plants, b&b plants or a combination? Where will you get the plants from and when?*

Plant material will be native species adapted to the site to minimize maintenance and care.

King Conservation District, the contractor, will plant 1 and 2 gallon containers, live stakes, and/or bareroot material that have been sourced from the Puget Sound region. If additional plant material is purchased to augment the initial planting, that material can be bareroot, live stake, or potted nursery stock. There are a number of local native plant nurseries where native trees, shrubs and emergents can be purchased. Refer to the attached list of native plant nurseries for local King County sources of native plant material as well as sources in the greater Puget Sound region.

Site Preparation *List what method(s) of site preparation will be used, who will be doing the work, when will the work be done.*

Specific weed control prescriptions are detailed below. If brush and debris are removed from the stand, all material will be hauled off-site or masticated /chipped in a staging area. If masticated material is intended for use as mulch on the site, invasive species should not be included in the masticating/chipping process.

Weed Control Prescriptions:

Himalayan & Evergreen Blackberry Control –

- *Manual control:* Mow or cut the blackberry canes to less than 1 foot in height, then grub/dig out the roots attached to the cut canes. Thorough removal of blackberry roots in this manner, while labor intensive can reduce the blackberry population and cover in the prepared area by 90 – 95%. Monitor for re-growth in the following growing seasons; dig up any re-growth.
- *Chemical Control:* An alternative control method includes herbicide. One technique involves cutting/mowing the canes and swabbing the freshly cut canes with an approved herbicide. Foliar spray of blackberry is another effective control method. It is recommended that blackberry is mowed early in the summer and sprayed on the foliar re-growth the next fall (September/October). Do not spray planted seedlings. **Always follow label rates and instructions.**

Reed Canary Grass Control –

- *Manual Control:*
 - 1) Mowing reed canary grass depletes carbohydrate root reserves, and if done repeatedly it will result in the thinning or death of the grass. The ideal time to mow is at or near the flowering stage. The grass should be cut as near to the ground as possible (1 inch or lower). Twice yearly mowing (in early-mid June and early October) has shown increased survivorship of native plants planted into reed canary.
 - 2) Shading is highly effective in reducing reed canary grass stands. A dense planting of conifers, once established, is ideal for shading. Faster growing deciduous trees and shrubs, especially those that develop foliage in the early spring, combined with an under-planting of conifers can be effective. Artificial methods of shading can be used in conjunction with native plantings. Sheets of thick cardboard or landscaping fabric placed around each individual plant should be secured to the ground by long staples or stakes and covered with 5-6 inches of mulch. The combination of sheeting and mulch provides temporary suppression of the grass, allowing the desirable vegetation to thrive without competition. *Not recommended for flood prone areas.*

- **Chemical Control:** Herbicide can be effective in elimination of Reed Canary grass when properly applied. Studies show that spraying Glyphosate (the active ingredient in products such as ®Rodeo) after a stand is mown or when the grass has the minimum available carbohydrate reserves (after flowering) is an effective control method. Follow-up spraying the next year may be necessary to eliminate the remaining grass. **Always follow label rates and instructions.**

Morning Glory/Bindweed Control-

- **Manual Control:** Manual control of bindweed is difficult and must span many growing seasons. Bindweed has extensive root and rhizome systems that can live without light and re-sprout from small fragments, thus avoid digging or tilling soil around mature bindweed. Hand pulling of plant will eventually work if done regularly and over multiple years. Be sure to pull plant before it has produced seeds. Mowing is not recommended.
- **Chemical Control:** Chemical control of bindweed is difficult and must span multiple growing seasons. As bindweed grows around desirable plants, herbicides can be painted or brushed on foliage to reduce drift. Products with the active ingredient glyphosate are effective when applied in the summer and fall before the leaves die back. This product is non-selective and will kill other foliage and grass it comes into contact with. Other effective active ingredients include triclopyr and 2,4-D. Repeat applications of herbicide may be needed. **Always follow label rates and instructions.**

Care and Temporary Storage of Purchased Plant Material *Upon receiving the plant material, where will you store it and how will you care for it?*

All plant material should be stored in a cool location and well watered prior to planting. In the case of bare root plants, inventory should be held in the source refrigerated facility as long as possible prior to planting. Bare root plants can be stored in the field for up to one to three weeks prior to planting by placing them in a shaded location where they will remain cool. Such a location should prevent freezing as well as exposure to warm temperatures. Additionally, bareroot inventory should be covered with a tarp to prevent drying. Bareroot stock that is expected to emerge from dormancy prior to planting should be "healed" into a soil bed. To heal-in, dig a v-shaped trench to a depth that accommodates covering the seedling roots when back-filled with soil.

Installation *Provide the following details: 1) Plant Installation Prescription: 2) Plant Protection Prescription: 3) Weed Suppression Prescription: 4) Erosion Control Prescription*

1) Plant Installation Prescription:

Live Stake Inventory: Live Stakes and whips should be planted using a planting bar. Stakes and whips are to be 3 to 4 feet long, and a minimum of ½ inch in diameter. Stakes should be stored in a bucket of water until planted. Buds should face up in the bucket. Soaking before planting greatly increases the survival of live stakes and whips. Refer also to the attached planting instructions in *Planting Live Hardwood Stakes*.

Potted & Plug Inventory: Potted plant material should be shovel planted to the same depth that they grew in the pot. Plants will be well watered prior to planting. Prior to digging a hole for the plant, prepare the planting location by removing a grass sod within a 1.5 feet diameter circle, being careful to remove roots as well as above ground portions of the plant. Dig a hole for the container in the center of this cleared circle twice the size of the plant's pot. Backfill the hole with soil while using care to avoid leaving air pockets in the soil. Refer also to the attached planting instructions in *Planting Container Trees and Shrubs*.

Bareroot Inventory: Bare root seedlings should be shovel planted to the same depth that they grew in the nursery fields. Roots will remain moist once they are removed from the shipping bundles until they are planted. Roots will be placed in a natural position in the soil without being crowded or turned up. Soil will be packed firmly around the root system, leaving no air pockets. Prior to digging a hole for the plant, prepare the planting location

by removing all grass sod within a 1.5-foot diameter circle, being careful to remove roots as well as above ground grass. Dig a hole for the bare root plant in the center of this cleared circle. Refer also to the attached planting instructions in *Planting Bare Root Trees and Shrubs*.

2) Plant Protection Prescription:

Tree Protectors (for sites where deer/elk browse is anticipated): Install fencing, 3 foot diameter and 5 feet high, on newly planted Western Red Cedar to protect trees from deer browsing. Weave 6 foot bamboo stakes fencing and shove at least 8 inches into the ground in order to stabilize.

Basal Wrapping & Tree Protectors (for sites where vole/mouse herbivory is anticipated): Voles, mouse-like animals, are especially present in meadow and pasture areas and target trees and shrubs primarily in the winter when other food sources are scarce. They will readily girdle small trees and shrubs and tunnel through and eat root systems. Vole damage is hard to catch before it occurs. If voles or vole activity have been seen at a site, steps must be taken to protect young plants directly after they are planted. Start by managing other vegetation near the plant by weeding or mowing and not leaving vegetation as thatch. Be sure that mulch is not too close to the base of the plant as loose mulch may encourage voles. Plant protectors and basal wrappings may also be installed. These protectors can plastic, mesh, or galvanized steel hardware cloth (1/4 or 3/8 inch). Circle the base of the plant with the material and create a tube by securing the material to itself. Be sure to leave room for growth. Then bury the bottom a few inches into the soil. Recommended height is 12 inches.

3) Weed Suppression Prescription

Mulching: In locations where ongoing weed suppression is a concern, prepare the area around each plant by placing a barrier of cardboard around the plant. After placing the barrier, apply a layer of mulch over the weed barrier to a depth of 4-6 inches. Mulching options include wood chips, fully composted organic material such as a commercial compost product, or weed free straw. Mulch should be weed free, if possible, to avoid introducing new weeds to the project site. Mulch is not necessary in the emergent plant zones.

Weed Mats or Fabric: In locations where weed/grass suppression is a concern, install fabric squares around each installed plant. There are a variety of brands available. If a non-biodegradable fabric is used, then it MUST be removed from the plants within five years.

Fencing *Is fencing going to be installed? If so, what type, who will install it and when?*

No Livestock on property, no fencing required.

Planting Project Maintenance and Monitoring *The planting must be inspected periodically and protected from damage so proper function is maintained. The goal for the project is to reach 80% survival after 3 years. Please describe the maintenance and monitoring plan.*

King CD will maintain the project for 3-5 growing seasons. Maintenance activities will include control of invasive species and replanting if survivorship falls below 80%. The landowner is responsible for maintaining the project and providing photo documentation of practice maintenance for the remaining 10-12 years of the practice. Photos must be submitted by 9/1 of each year.

Treatments must be inspected periodically and protected from damage so proper function is maintained and resource damage is minimized, including assessment of insects, disease and other pests, storm damage, and damage by trespass. The results of inspections shall determine the need for additional treatment under this practice.

Replace dead or dying trees and shrubs and control competing vegetation to support successful establishment. Periodic application of mulch may be needed to maintain plant vigor. Periodic harvest of trees and shrubs (thinning and brushing) may be necessary to maintain the health and vigor of the stand and support its development toward

more mature stand conditions. Keep large dead and dying trees for cavity nesting wildlife and bird species and as a source of downed wood in the forest understory and in adjacent or interior aquatic habitats.

If areas were brushed in order to plant trees, maintain these openings until the leader of the tree surpasses the height of the surrounding vegetation.

Where droughty soils and hot growing conditions are anticipated, supplemental watering is recommended. In such cases the District recommends watering planted nursery stock for a minimum of 3 summers following planting. Young bareroot, container, and ball/burlap plants have a reduced root system that hampers their ability to survive during the dry summer months (July through October). Watering a minimum of once every two weeks during the dry summer will promote greater rates of survival. Watering once per week is preferable.


Monitor treatment areas for re-growth of non-native/invasive species and control accordingly. Utilize weed control techniques prescribed in the Site Preparation section of the Job Sheet. Species to monitor include blackberry, morning glory, Japanese knotweed (not currently onsite but it's in Kimball Creek upstream and any listed King County Noxious weeds.

All plant protection materials as well as any other non-biodegradable materials installed on-site will be removed within the 3-5 year project maintenance window.

Additional Specifications and Notes:



Legend

 KCD Shoreline Project



Van Gemert Overview
8305 382nd Ave SE
Snoqualmie, WA 98065
Parcel 7802900085



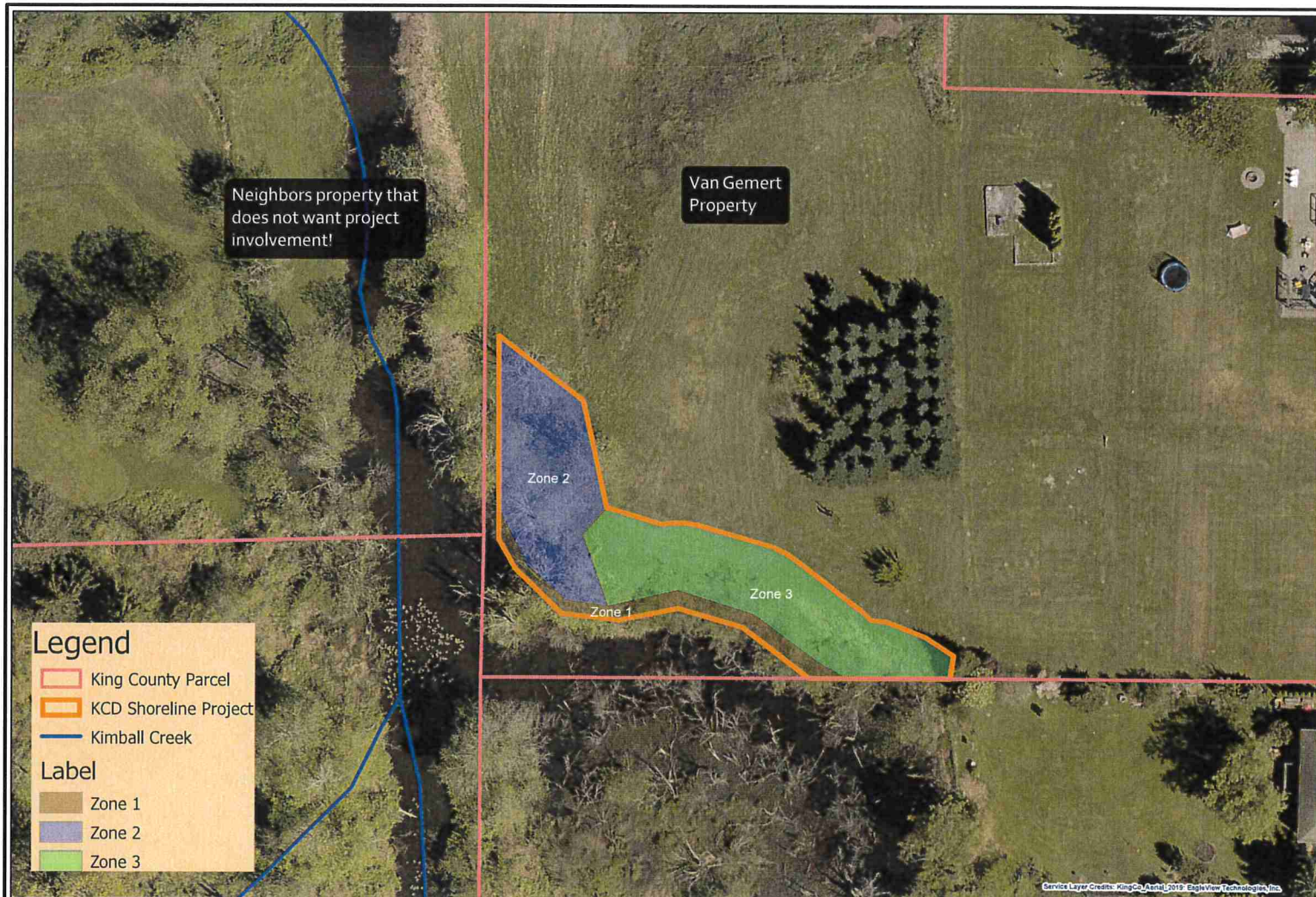
Scale: 1:6,400

0 220 440 880
Feet

DISCLAIMER: While every precaution was taken in preparing this map, the publisher disclaims any warranty of fitness or accuracy of the data. The map is approximate in nature, based on compilation of data from multiple sources, and should not be relied upon or referenced in legal documents, including property deeds, title reports, and contract documents, nor substituted for appropriate survey and/or engineering analysis. The user of this map acknowledges the limitations, assumes all responsibility for its use, and agrees to hold the publisher harmless for any damages that may result from the use of this map. This map is subject to change without notice.

Jacobus Saperstein
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August 05, 2020

Document Path: X:\GIS_Data\KCD_GIS_Data\Shoreline\MXDs\Projects\Con Proj\Run\KCD_SHLN_VanGemert\KCD_SHLN_VanGemert.apx



Van Gemert Planting
8305 382nd Ave SE
Snoqualmie, WA 98065
Parcel 7802900085



Scale: 1:600

0 20 40 80
 Feet

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 August 06, 2020

Document Path: X:\GIS_Data\KCD_GIS_Data\Shoreline\MXD\Projects\Con Proj\Run\KCD_SHLN_VanGemert\KCD_SHLN_VanGemert.aprx

Planting Plan - Van Gemert

Updated 8/5/2020

Project Description: Install Riparian Forest Buffer (NRCS 391) buffer width 35 feet or greater along 150 feet Kimball Creek shoreline. Project area 8,527sq.ft. (.185ac).

Soil Type: 53-Edgewick & 236-Si both silt loam: Moderately well draining alluvium soils with moderate to high available water capacity. Occasional ponding, water table 24-48"

		Shrub Spacing	Square Feet	Plant Qty Estimate	
				Trees (15'oc)	Shrubs (3-4'oc)
Zone 1:	Wet bank zone with full sun and shade. No existing vegetation.	3	1023	0	114
Zone 2:	Upland dry/shady conditions due to mature Alder. About 15% existing shrub cover.	4	3260	12	161
Zone 3:	Upland dry/full sun conditions. No existing shrubs or trees.	4	4244	19	246

Type	Species	Total	Zone 1 (3'oc)	Zone 2 (4'oc)	Zone 3 (4'oc)	Moisture, Sunlight	Source	Notes
Trees - Wetter								
	Cascara (<i>Rhamnus purshiana</i>)	3		3		Moist, part shade/full sun		
	Oregon Ash (<i>Fraxinus latifolia</i>)	2			2	Wet/moist, full sun		
	Western Red Cedar (<i>Thuja plicata</i>)	5		5		Wet/moist, full shade/part sun		
Trees - Drier								
	Big Leaf Maple (<i>Acer macrophyllum</i>)	2			2	Moist, part shade/full sun		
	Douglas fir (<i>Pseudotsuga menziesii</i>)	9			9	Moist/dry, sun/shade		
	Red Alder (<i>Alnus rubra</i>)	2			2	Moist, part shade/full sun		
	Shore Pine (<i>Pinus contorta</i>)	4			4	Dry, full sun		
	Western Hemlock (<i>Tsuga heterophylla</i>)	4		4		Moist, part shade/full sun		
	Trees Total	31	0	12	19			
Shrubs - Wetter								
	Black Hawthorn (<i>Crataegus douglasii</i>)	20			20	Moist, part shade/full sun		
	Red Osier Dogwood (<i>Cornus sericea</i>)	55	55			Wet/moist, part shade/full sun		
	Willow, Pacific (<i>Salix lasiandra</i>)	25	25			Wet, full sun		
	Willow, Sitka (<i>Salix sitchensis</i>)	34	34			Wet, full sun		
	Wet Sub Total		114	0	20			
Shrubs - Drier								
	Hazelnut (<i>Corylus cornuta</i>)	20		10	10	Moist/Dry, part shade/part sun		
	Indian plum (<i>Oemleria cerasiformis</i>)	21		21		Moist, shade/part sun		
	Mock Orange (<i>Phyladelphus lewisii</i>)	41		25	16	Moist, part shade/part sun		
	Oceanspray (<i>Holodiscus discolor</i>)	50			50	Dry/Moist, part shade/part sun		
	Red Flowering Current (<i>Ribes sanguineum</i>)	50			50	Dry/Moist, part shade/full sun		
	Serviceberry (<i>Amelanchier alnifolia</i>)	50			50	Moist/Dry, full sun		
	Snowberry (<i>Symphoricarpos albus</i>)	35		35		Moist/dry, part shade/full sun		
	Tall Oregon Grape (<i>Mahonia aquilifolia</i>)	50			50	Dry/Moist, part shade/full sun		
	Thimbleberry (<i>Rubus parviflorus</i>)	50		50		Moist, full sun, some shade		
	Vine Maple (<i>Acer circinatum</i>)	20		20		Moist, part shade/part sun		
	Dry Sub Total		0	161	226			
	Shrubs Total	521	114	161	246			

Project Implementation Timeline

Cooperator: Van Gemert Family
8305 382nd Ave SE
Snoqualmie, WA 98065
Parcel: 7802900085

Landowner and KCD Objectives:

Implement NRCS Riparian Forest Buffer #391 along (.185 acres) of riparian habitat through removal of native trees and shrubs.

Other Considerations:

Aquatic Noxious Weed General Permit has been obtained from Washington State Department of Agriculture. Permit to be used during the installation of the project. Only

Land Use: Residential with small hobby farm		
Zones	Planned	
	Area	Month/Year
All Zones	8,527sq.ft.	Summer/Fall 2020
Zone 3	4,244sq.ft.	Fall 2020
All Zones	8,527sq.ft.	Fall/Winter 2020
Zone 3	4,244sq.ft.	Spring 2021
All Zones	8,527sq.ft.	Summer 2021 - 2023

Date: 8/6/2020

150 shoreline feet of Kimball Creek. Project will enhance 8,5270sq.ft. of riparian habitat by removing invasive plants (mainly blackberry) and replanting with a diversity of native plants.

Permit was obtained from the Washington State Department of Ecology and is under permit #WAG993000. No other permits are required. No heavy equipment will be used. Hand tools and hand held brushcutters will be used.

Description of Activities
Site Prep - KCD will use a combination of chemical and manual control techniques to eradicate as much Himalayan Blackberry and any other noxious weeds onsite. Herbicides used will be aquatic approved and sprayed with appropriate permits and applicator licenses.
Site Prep - KCD crews will brushcut down all blackberry and weeds to install industrial grade weed barrier fabric. Some areas in Zone 1 and 2 may allow for this application too depending on site conditions.
Planting - KCD crews will plant whole project with 1-2 gallon potted plant stock per approved planting plan. Cedar trees that deer like to browse will be protected with wire cages. Over all planting density seek to achieve 3-4'oc with trees spaced about 15'oc.
Mulching - KCD crews will install mulch rings around new plantings in this zone as it has the hottest and driest conditions. Any additional mulch will be added to plants in Zone 2.
Maintenance - KCD crews will maintain the plantings for a minimum of 3 consecutive growing seasons following installation. Maintenance will involve removal and control of invasive species that re-grow during each growing season. Techniques will include manual, chemical, and mechanical. Plants will be maintained and replanted as needed to achieve 80% survivorship and 35% aerial cover after 3 years and >50% after 5 years.





**King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: September 14th, 2020**

SUBJECT: AI 20-060

- Motion to approve the Member Jurisdiction grant application from the City of Bellevue for Scoping Animal Relief Areas for Bellevue

FISCAL IMPACT

- The applicant is requesting \$35,000 from 2011-12, 2016-17 and 2019 KCD-Bellevue Member Jurisdiction funds

POLICY CONSIDERATION

- The proposal meets the following natural resource improvement actions which are criteria for funding from the grant program
 - Education and Outreach
 - Direct Improvement of Natural Resources
 - Capacity Building

STAKEHOLDER INTERESTS

- City of Bellevue staff have identified a need for a coordinated, directional response to issues of domesticated animal waste fouling green infrastructure, stormwater, and public spaces. It is essential that Parks, Utilities, Transportation, Land Use, and Community Development departments communicate effectively so that existing development standards are met.

BACKGROUND

- The grant subcommittee reviewed this application at their meeting on August 24th, 2020. Grant staff requested an example of an animal relief area if there is one.

EFFECTIVE DATE:

- If approved, this Motion becomes effective on the date of approval.

OPTIONS

- Vote in favor or not in favor of approving the consent agenda.
- Request that this item be removed from the consent agenda for discussion.

RECOMMENDATION

- The grant subcommittee recommends approval of this grant application.

MOTION

- Motion to approve the Member Jurisdiction grant application for \$35,000 from KCD-Bellevue Member Jurisdiction 2011-12, 2016-17 and 2019 funds for the City of Bellevue Scoping Animal Relief Areas for Bellevue *project*

Scoping Animal Relief Areas for Bellevue

Member Jurisdiction Grant Program

Bellevue

Jammie Kingham
PO Box 90012
Bellevue, WA 98009-9012

Kat Phillips

450 110th Ave NE
Parks & Community Services
Bellevue, WA 98004

kphillips@bellevuewa.gov
O: 425-452-4866
M: 425-457-4966

Application Form

Summary Information

Project Title*

Scoping Animal Relief Areas for Bellevue

Project Description - Short*

Provide a short, concise description of the project no more than two or three sentences.

Domestic animal waste is a major pollutant and cause of tree and plant spoilage in ROW landscapes. Project proposes development of detail drawings for animal relief areas in public spaces and recommendations for Land Use Code revision.

Principal Partners (if any)

Amount of KCD Funding Requested*

You will need to upload a detailed budget document before you submit your application. Please make sure the amount requested and total project cost amounts you list here match the amounts in the uploaded budget document.

\$35,000.00

Total Project Cost*

\$35,000.00

Total Matching Funds (optional)

Project Start Date*

09/01/2020

Project End Date*

12/31/2021

Close Date

Project Location*

Address, Parcel #, OR L&L Points, for site specific projects only.
If more than two locations, state "multiple" and explain.

Multiple. Project proposes consultant facilitated workshops, Land Use Code recommendations, and standard detail drawings. Work will be used to inform development city-wide, particularly in the downtown core.

Jurisdiction*

If the applicant is not a city or jurisdiction, please type in the city or jurisdiction this project is located in.

Bellevue

Is your project on public or private land?*

Public

State Legislative District #*

Click here to find it on the web. If your project resides in more than one district, type in the primary district or type in zero.

41

King County District #*

Click here to find it on the web. If your project resides in more than one district, type in the primary district or type in zero.

6

Narratives, Budget, & Attachments

Project Description - Detailed*

Provide a description of the project that summarizes what you will do, how you will do it, and why you will do it. Describe target audience, outcomes, objectives and general timelines.

The City of Bellevue has long been known as "a city in a park", and is focused on improving environmental quality as it urbanizes. In the downtown core, green infrastructure means improved ROW plantings and an emphasis on street tree planting that is reflected in the Land Use Code. With the current cycle of development, the downtown area is attracting greater and greater numbers of residents, workers, service animals, and household pets.

Though domestic animals, particularly dogs, are essential and beloved, their needs may have significant impacts to public space. Dog feces are a demonstrated source of pollutants in regional waterways, impacting

Lake Washington and other surface waters (1). Dog urine causes spoilage of plants and trees by increasing soil salinity and compaction, damaging roots that may already be stressed by other urban conditions. Dog urine also damages plants and trees through the buildup of toxic levels of ammonia in critical layers of plant tissue (2).

Existing City Code requires the removal of animal fecal matter from public or private property, however, existing Land Use Code is not sufficient to inform design development for separation of animal relief areas from urban vegetation. This project proposes development of exhibits to be added to Environmental BMP's or other departmental design manual, recommendations for future Code revisions, and recommendations for facilities maintenance for animal relief areas. The exhibits would include details or diagrams to centralize, contain, and or treat animal excrement. This project also proposes design of signage to influence animal owner behavior by instructing proper usage of animal relief areas and compliance with Code.

The timeline for this grant is approximately 1 year, beginning in the fall of 2020. After successful completion of exhibits, process recommendations, code revision recommendations, and closeout, the final products of this proposal could feed into a downstream pilot project for construction of an animal relief area in the City ROW to be determined and facilitated in a later funding cycle. Other funding sources such as WA State Department of Ecology may be considered at that time as well.

1. City of Kirkland - 2020 KCD Pet Waste Final Report,
<https://www.kirklandwa.gov/Assets/Public+Works/Public+Works+PDFs/Surface+Water/Pet+Waste/2020+KCD+Pet+Waste+Final+Report.pdf>
2. Metcalfe, John. "Why you shouldn't let your dog pee on trees." City Lab; August 30, 2012.
<https://www.citylab.com/environment/2012/08/why-you-shouldnt-let-your-dog-pee-trees/3117/>

Project Activities and Measurable Results*

List specific project activities to be completed with KCD grant funds and the associated outcomes or measurable results, and timeline.

City of Bellevue staff have identified a need for a coordinated, directional response to issues of domesticated animal waste fouling green infrastructure, stormwater, and public spaces. It is essential that Parks, Utilities, Transportation, Land Use, and Community Development departments communicate effectively so that existing development standards are met. The primary deliverable will contain a set of exhibits describing design and specifications for animal relief areas that Land Use can provide to developers. This exhibit set will build the capacity of the City to meet an immediate existing need. In the short term, the exhibits may primarily guide private development of amenity spaces that can be considered within the sphere of public life - for example plazas, courts, or other urban elements at or near street level. An expected outcome of this is an increased number of developments offering animal relief areas as amenities. If downtown employees and residents alter their own behavior and the behavior of their animals, less fecal waste will wash into the stormwater system, and fewer ROW plants and trees will experience spoilage due to misuse.

Project Budget and Expenses*

Fill out and upload separate Application Budget Form also available on the KCD Member Jurisdiction Grant Program website. Budget must be detailed with footnotes, appropriate and reasonable, *meeting state auditor/GAAP guidelines. Please do not use forms from previous applications. Please only upload the form linked above. Thank you!*

AnimalReliefAreasKCD-Member-Jurisdiction-Grant-Program-Application-Budget-Form.xlsx

Member Jurisdiction Authorization Letter

If you are a nonprofit organization seeking Member Jurisdiction funding, you must upload written authorization from the Member Jurisdiction to apply for funding. This can be in the form of a letter or scanned copy of an email.

Additional Attachments

Upload any photos or maps of your project here. Only one file will be accepted. Please combine multiple files into one if possible.

Natural Resource Improvement Actions- Criteria Checklist

Please **only** select "yes" below the action that your project **directly** addresses

Direct Improvement of Natural Resource Conditions*

To improve landscape and natural resource conditions as a result of direct action that enhances water quality, protects and conserves soils, implements ecosystem restoration and preservation projects (*examples include supporting private property owners with land stewardship, water quality, aquatic and wildlife habitat resources, removal of invasive weeds, stewardship on public land*)

Does your project directly address this issue?

Yes

Education and Outreach*

To raise awareness, deepen knowledge, and change behaviors of residents, landowners, and other land managers and organizations to practice exemplary stewardship of natural resources (*examples include education about stormwater management; the value of farmland, local farms and food systems, shorelines, salmon habitat, forests and other ecosystems*)

Does your project directly address this issue?

Yes

Pilot and Demonstration Projects*

To test and/or improve concepts and/or approaches in natural resource management that can be replicated by others (*examples include low impact development or green infrastructure demonstration projects, development of new best management practices, distribution of local farm products, urban agriculture (e.g. farmers markets and backyard food production to promote or support social economic independence and healthy living); technological innovation for natural resource conservation*)

Does your project directly address this issue?

No

Capacity Building*

To enhance the ability of organizations, agencies, residential landowners and other land owners and managers to have knowledge, skills, tools, support systems and technical resources to implement exemplary best management practices and deliver natural resource management actions on the ground (*examples include urban agriculture development, assistance to and inclusion of private property owners, preservation, restoration, and/or expansion of urban and/or rural agricultural lands, rural and urban forest lands, riparian restoration and stewardship on private and public lands*)

Does your project directly address this issue?

Yes

Project Type*

Stormwater

KCD Acknowledgement and Signature

By signing below, the applicant agrees to acknowledge King Conservation District funding by placing the KCD-provided logo on signs, materials, and documents produced as part of the above proposal. In addition, the applicant will notify KCD of public events and activities funded by the KCD.

*

I have read the above paragraph about acknowledging KCD and I will use the provided logo.

Authorized Applicant Electronic Signature*

Please enter your full name to sign and agree to the above.

Katherine Phillips

Title

Senior Engineering Technician - Streetscapes

Date*

07/31/2020

File Attachment Summary

Applicant File Uploads

- AnimalReliefAreasKCD-Member-Jurisdiction-Grant-Program-Application-Budget-Form.xlsx



Member Jurisdiction Grant Program

Grant Application Project Budget Form

Promoting sustainable uses of natural resources through responsible stewardship

Project Name	Scoping Animal Relief Areas for Bellevue			
Applicant	City of Bellevue - Parks & Community Services			
Contact	Katherine Phillips			
Mailing Address	450 110th Ave NE			
E-mail	kphillips@bellevuewa.gov	Project Start Date:	9/1/2020	
Phone	425.452.4866	Project End Date:	12/31/2021	
Please provide detailed budget information below. Itemize categories such as supplies, contracted services with footnotes and detailed descriptions below				
Budget Item	KCD Funds	Other Funds	Other Funds	Total
		(identify source and status of matching funds here ex. Rose Foundation - Pending)	(identify source and status of matching funds here ex. DON Small and Simple - Secured)	
Salaries & Benefits		City of Bellevue staff time - TBD		\$0
Travel/ Meals/ Mileage (for - volunteers, staff)				\$0
				\$0
				\$0
				\$0
Office Supplies				\$0
				\$0
				\$0
Field Supplies				\$0
Contracted/ Professional Services	\$35,000			\$35,000
Permits				\$0
Other: (specify)				\$0
Other: (specify)				\$0
Other: (specify)				\$0
Other: (specify)				\$0
Other: (specify)				\$0
TOTAL	\$35,000	\$0	\$0	\$35,000

Total Project Cost	\$35,000
Total Match	\$0
Amount of KCD Funding Requested	\$35,000
Match Percentage	0%

Footnotes:

FINANCE

Check/Voucher Register - Monthly Check, EFTs, Payroll, and Fee Register
1000 - Cash (Checking Ops / BoA / x0408)
From 8/1/2020 through 8/31/2020

20-061

Document Number	Vendor	Date	Amount	
22825	City of Bellevue	8/10/2020	7,534.79	
22826	City of Renton Utility Division	8/10/2020	101.22	
22827	Comcast Business	8/10/2020	218.92	
22828	Comcast Business - PA	8/10/2020	406.31	
22829	Department of Enterprise Services	8/10/2020	900.00	
22830	Health Care Authority	8/10/2020	33,680.03	
22831	Integrated Computer Systems Support, Inc.	8/10/2020	267.14	
22832	Marc Bolan Consulting	8/10/2020	2,850.00	
22833	Mountain Mist	8/10/2020	65.89	
22834	N.A.T.S. Nursery	8/10/2020	1,532.00	
22835	PCC Farmland Trust	8/10/2020	28,568.00	
22836	Purchase Power	8/10/2020	200.00	
22837	Sno Valley Tilth	8/10/2020	2,281.80	
22838	Rani Souza	8/10/2020	150.00	
22839	Elizabeth Stockton	8/10/2020	546.00	
22840	US Bank VISA	8/10/2020	5,042.57	1414.49
22841	WA State Treasurer	8/10/2020	726.73	
22842	Young Women Empowered	8/10/2020	5,452.47	
22843	Ellen Arnstein	8/24/2020	5,063.36	
22844	WEX Bank	8/24/2020	500.00	
22845	City of Auburn	8/24/2020	6,496.95	
22846	City of Bellevue	8/24/2020	2,500.00	
22847	Duwamish Longhouse & Cultural Center	8/24/2020	2,414.47	
22848	Environmental Coalition of South Seattle (ECOSS)	8/24/2020	1,910.73	
22849	Elizabeth Marie Fredrickson	8/24/2020	206.65	
22850	Inslee Best Doezie & Ryder P.S.	8/24/2020	8,194.03	
22851	Integrated Computer Systems Support, Inc.	8/24/2020	4,092.00	
22852	King County	8/24/2020	9,500.00	
22853	King County Office of Finance	8/24/2020	1,894.77	
22854	McCaffrey Consulting LLC	8/24/2020	3,076.00	
22855	National Construction Rentals	8/24/2020	162.80	
22856	Neighborhood Farmers Market Alliance	8/24/2020	483.56	
22857	Rainier Valley Corps	8/24/2020	16,443.00	
22858	Renton Office Park LLC	8/24/2020	32,642.57	
22859	Curate Progress LLC	8/24/2020	600.00	
22860	Sno Valley Tilth	8/24/2020	17,831.11	
22861	Snohomish Conservation District - V	8/24/2020	996.56	
22862	Softwired Inc	8/24/2020	495.00	
22863	Summit Law Group, PLLC	8/24/2020	6,732.00	
22864	T-Mobile USA, Inc.	8/24/2020	1,483.63	
22865	Tukwila Community Center	8/24/2020	1,500.00	
22866	Tukwila Self-Storage	8/24/2020	462.00	
22867	U.S. Bank Equipment Finance	8/24/2020	2,956.47	
22868	Volgistics, Inc.	8/24/2020	581.00	
22869	WACD Plant Materials Center	8/24/2020	4,935.25	
22870	White River Valley Museum	8/24/2020	1,980.00	
22871	King County Office of Finance	8/24/2020	12,253.25	
Total Checks			238,911.03	

Check/Voucher Register - Monthly Check, EFTs, Payroll, and Fee Register
1000 - Cash (Checking Ops / BoA / x0408)
From 8/1/2020 through 8/31/2020

20-061

Document Number	Vendor	Date	Amount
080720-Navia	Navia Benefit Solutions	8/7/2020	130.00
081420-Navia	Navia Benefit Solutions	8/14/2020	346.08
082820-Navia	Navia Benefit Solutions	8/28/2020	<u>39.00</u>
	Total EFT		515.08
081120-WireFee	Bank of America	8/10/2020	15.00
082620-WireFee	Bank of America	8/26/2020	15.00
083120-CkImFee	Bank of America	8/31/2020	3.00
083120-WireFee	Bank of America	8/31/2020	<u>15.00</u>
	Total Bank Fees		48.00
2008 01	August Payroll 2020	8/31/2020	130,810.22
083120-DRS	Dept of Retirement Systems	8/31/2020	42,129.58
083120-PRTaxes	QuickBooks Payroll Service	8/31/2020	47,637.15
083120-QBFees	QuickBooks Payroll Service	8/31/2020	<u>234.59</u>
	Total Payroll		220,811.54
	Report Total		<u>460,285.65</u>

NEW BUSINESS

King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: September 14th, 2020

AI 20-062

SUBJECT:

A motion to approve an Amendment to the Sponsored Project Agreement between King Conservation District and Washington State University to revise the 2020 scope of work so all King County WSU Extension Forestry education programming is moved online due to COVID-19 and Authorization of the Board Chair to sign the Amendment.

FISCAL IMPACT

The Amendment will have no fiscal impact because the scope of work revision requires no adjustment to the current approved contract budget for 2020.

The current 2020 balance of Contract budget is summarized in the following table:

Current Balance	\$14,005.50
Balance Remaining	\$42,016.50

POLICY CONSIDERATION

The original Sponsored Project Agreement was reviewed and signed by previous KCD Board of Supervisors Chair, Bill Knutsen in January 2015. The most recent 2020 Amendment to Agreement was reviewed and approved by former KCD Executive Director Bea Covington in February 2020.

This proposed Amendment was developed in collaboration with KCD's Director of Stewardship Programs, KCD's former Executive Director and WSU Extension Forestry staff. This proposed amendment was not able to be finalized until we received the updated amendment document from WSU in August 2020.

STAKEHOLDER INTERESTS

- Washington State University
- Washington State Department of Natural Resources
- King County Department of Natural Resources and Parks
- King County Residents and Landowners
- King Conservation District Board Members and Staff

BACKGROUND

Since 2015 Washington State University and King Conservation District have partnered to bring enhanced forest stewardship education programming to King County landowners and residents. The enhanced education programming has included offering additional in-person and online forest stewardship coached planning course offerings to King County residents, holding a Forest Owners Winter School in King County, and providing in-person forestry workshops on topics mutually agreed upon by WSU and KCD in King County.

Due to the public health emergency caused by the COVID-19 pandemic WSU and KCD staff are seeking to revise the 2020 scope of work so all education programming planned for 2020 as part of the Sponsored Project Agreement is moved to an online format.

AI 20-062

King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: September 14th, 2020

EFFECTIVE DATE

If approved by the Board of Supervisors, Amendment to the Sponsored Project Agreement will become effective upon signature by Board representative or Board designated signatory.

OPTIONS

1) No Board Action

2) Approval and Signature of proposed Amendment to the Sponsored Project Agreement between King Conservation District and the Washington State University.

RECOMMENDATION

Staff recommends Board approval of Amendment to the Sponsored Project Agreement between King Conservation District and the Washington State University to move all 2020 King County WSU Extension Forestry education programing online in 2020.

MOTION

 Moved, Seconded; *Passed unanimously a motion to approve the proposed Amendment to the Sponsored Project Agreement between King Conservation District and the Washington State University to move all 2020 King County WSU Extension Forestry education programing online in 2020.*



**Amendment No. 4
to
SPONSORED PROJECT AGREEMENT
ORSO # 125217**

WHEREAS: A Sponsored Project Agreement was entered into on the 11th day of January, 2015 entitled "Forest Stewardship Coached Planning Classes" between Washington State University (WSU) and King County Conservation District (Sponsor); the original agreement was for a fixed amount of \$82,058 for the period of January 1, 2015 through December 31, 2016.

NOW, THEREFORE: Both parties desire to continue the collaboration and amend the agreement as follows:

IV. SCOPE OF WORK

- 4.1 Sponsor acknowledges that this Agreement Amendment is for the continued performance of the project with tasks outlined in the revised scope of work, Attachment A.

All other terms and conditions of the original agreement remain the same.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Amendment to be executed as of the date set forth herein by their duly authorized representatives.

Washington State University

A handwritten signature in blue ink that reads "Dan Nordquist".

AVP/DVP, Authorized Official
Date:

Digitally signed by Dan
Nordquist
Date: 2020.08.18 10:12:59
-07'00'

Sponsor

Date

Attachment A
WSU Extension Forestry
King County Forest Stewardship Program
2020 Proposal – Amended August 2020

Scope of Work:

1/1/2020 – 12/31/2020

Tasks

1. A Forest Owners Winter School held in south King County
2. Two online Coached Planning class available to King County participants
3. Three webinars on tours on topics mutually agreed upon by WSU and KCD.
4. Provide newsletters and online resources.
5. Provide individual off-site (e.g. phone, email) consultations with King County and property owners as needed.

Budget: \$56,022

Direct Costs:

\$44,317 salaries and benefits

\$145 travel

Total Direct Costs:

\$44,738

Indirect Costs (26%):

\$11,560



Forestry

WASHINGTON STATE UNIVERSITY
EXTENSION



Amendment No. 3
to
SPONSORED PROJECT AGREEMENT
ORSO # 125217

WHEREAS: A Sponsored Project Agreement was entered into on the 11th day of January, 2015 entitled "Forest Stewardship Coached Planning Classes" between Washington State University (WSU) and King County Conservation District (Sponsor); the original agreement was for a fixed amount of \$82,058 for the period of January 1, 2015 through December 31, 2016.

NOW, THEREFORE: Both parties desire to continue the collaboration and amend the agreement as follows:

IV. SCOPE OF WORK

- 4.1 Sponsor acknowledges that this Agreement Amendment is for the continued performance of the project with additional tasks outlined in the new scope of work, Attachment A.
- 4.3 Progress Reports. WSU shall provide written reports on the progress of the SCOPE OF WORK as follows: 7/15/20.
 - 4.3.2 Final Report. A final written report shall be furnished by 1/15/21.

V. GENERAL TERMS AND CONDITIONS

- 5.1 Period of Performance. The period of performance is hereby extended through December 31, 2020.
- 5.2 SPONSOR agrees to fund WSU with this Amendment an **additional fixed amount of \$56,022** for a total amount of **\$273,557**. Budget for additional funds are outlined on Attachment A.
- 5.4 Invoices. Quarterly invoices will be provided, in accordance with 5.2, using the standard WSU invoice for amounts expensed. Final bill will be for the remainder of fixed amount. Payments are due to WSU within forty-five (45) days from the WSU invoice date.

Checks payable to:

Washington State University
Cashier's Office – SPS
PO Box 641025
Pullman WA 99164-1025

Invoices should be sent to:

King County Conservation District
Attn: Mike Lasecki
1107 SW Grady Way, Ste 130
Renton, WA 98057
425-282-1928
michael.lasecki@kingcd.org

All other terms and conditions of the original agreement remain the same.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Amendment to be executed as of the date set forth herein by their duly authorized representatives.

WASHINGTON STATE UNIVERSITY

Digitally signed by
Derek Brown,
Manager, Authorized
Official
Date: 2020.02.04
12:05:00 -08'00'

Name: Derek Brown
Title: Manager, Authorized Official
Date: 2-4-20

SPONSOR

Name: Ex-Dir
Title: Ex-Dir
Date: 2-4-20

Attachment A
WSU Extension Forestry
King County Forest Stewardship Program
2020 Proposal

Scope of Work:

1/1/2020 – 12/31/2020

Tasks

1. A Forest Owners Winter School held in south King County
2. An in-person Coached Planning class held in Preston
3. An online Coached Planning class available to King County participants
4. Three evening workshops and/or tours on topics mutually agreed upon by WSU and KCD.
 - a. An all-day weekend workshop can be substituted in place of two of the evening workshops if mutually agreed upon by WSU and KCD.
 - b. All three workshops will be in south King County or on Vashon, with a minimum of one workshop in each location
5. Provide newsletters and online resources.
6. Provide individual off-site (e.g. phone, email) consultations with King County and property owners as needed.

Budget: \$56,022

Direct Costs:

\$44,317 salaries and benefits

\$145 travel

Total Direct Costs:

\$44,462

Indirect Costs (26%):

\$11,560



Office of
Grant and Research Development

January 13, 2015

OGRD Number: 125217-001

King Conservation District
Attn: Brandy Reed, Interagency Director
Email: brandy.reed@kingcd.org

RE: Sponsored Project Agreement No. 125217-001

Dear Brandy,

Enclosed for your review and approval is one copy of the agreement. If the agreement meets your approval please complete the following item(s) and return to the Office of Grant and Research Development as indicated. This agreement may not be considered binding by either party until fully executed.

- ☐ Sign the indicated page(s) of the agreement and return two originals for processing.
- ☒ The attached fully executed document is for your records.
- ☐ **The attached agreement is signed on the behalf of Washington State University.** Please review the documents and return one fully executed version of the agreement to the address listed in the letterhead or via e-mail at ogrd@wsu.edu.
- ☐ **Additional comments:**

Should you have any questions regarding the agreement, please contact me at (509) 335-9661 or email matthew.michener@wsu.edu.

Sincerely,

Matthew Michener
Grant and Contract Coordinator

Enclosures



SPONSORED PROJECT AGREEMENT
OGRD # 125217-001

I. PARTIES

- 1.1 This Agreement is made and entered into by and between Washington State University (WSU), an institution of higher education and an agency of the state of Washington, and King County Conservation District (SPONSOR). In this Agreement, the above entities are jointly referred to as PARTIES.

II. PURPOSE

- 2.1 This Agreement provides the terms and conditions for a sponsored project which is of mutual interest and benefit to WSU and SPONSOR.
- 2.2 The performance of such sponsored project is consistent, compatible, and beneficial to the academic role and mission of WSU as an institution of higher education.

III. DEFINITIONS

- 3.1 "Budget" shall mean the Project Budget contained in *Attachment B-Budget*, which is hereby incorporated by reference.
- 3.2 "Project Director(s)" shall be Kevin Zobrist.
- 3.3 "Sponsor Liaison" shall be Brandy Reed, a SPONSOR employee designated by SPONSOR to be the primary contact with the Project Director.
- 3.4 "SCOPE OF WORK" shall mean the sponsored project, under the direction of the Project Director, described in *Attachment A-Scope of Work*, *Attachment B-Budget* and any other attachments which may provide additional information on the sponsored project to be performed.
- 3.5 "Confidential Information" shall mean information in written, graphic, oral, or other tangible form protected by trade secret or other right of non-disclosure, including without limitation algorithms, formulae, techniques, improvements, technical drawings, technical data, and computer software.
- 3.6 "Intellectual Property" shall mean any Invention, Copyright, Trademark and/or Proprietary Information produced under the SCOPE OF WORK.
- 3.7 "Invention" shall mean certain inventions and/or discoveries conceived and/or reduced to practice in performance of the SCOPE OF WORK and resulting

patents, divisionals, continuations, or substitutions of such applications, all reissues and foreign counterparts thereof, upon which a WSU employee or agent is a named inventor.

- 3.8 "Invention Disclosure(s)" shall mean a written disclosure of a potentially patentable Invention(s) provided to WSU's Office of Commercialization (WSU-OC).
- 3.9 "Copyright" shall mean any work developed under the SCOPE OF WORK that is subject to copyright under copyright law.
- 3.10 "Proprietary Information" means all data, sequences, and any other information obtained or developed during the course of the SCOPE OF WORK.
- 3.11 "Trademark" shall mean any trade or service marks developed under the SCOPE OF WORK whether or not registered under either state or federal trademark law.

IV. SCOPE OF WORK

- 4.1 SPONSOR acknowledges that this Agreement is for the performance of the SCOPE OF WORK as defined in Section 3.4 of this Agreement which shall be entitled "Forest Stewardship Coached Planning Classes."
- 4.2 WSU agrees to use its reasonable best efforts to perform the SCOPE OF WORK. WSU does not represent or guarantee that the desired results will be obtained under this Agreement.
- 4.3 Reporting Requirements.
 - 4.3.1 Progress Reports. WSU shall provide written reports on the progress of the SCOPE OF WORK as follows: by 7/15/15, 1/15/16 and 7/15/16.
 - 4.3.2 Final Report. A final written report shall be furnished by 1/15/17.

V. GENERAL TERMS AND CONDITIONS

In consideration of the mutual premises and covenants contained herein, the PARTIES agree to the following terms and conditions.

- 5.1 Period of Performance. The specific period of performance for the SCOPE OF WORK shall be January 1, 2015 to December 31, 2016, unless a time extension is mutually agreed upon in writing between the PARTIES in accordance with Article 5.18-Amendments.
- 5.2 Funding. SPONSOR agrees to reimburse WSU for services performed under this Agreement in the fixed amount of \$82,058 in accordance with the following payment schedule: WSU invoices provided no more often than monthly.
- 5.3 Project Budget. Attachment B-Budget sets forth the Project Budget. Deviations from this Project Budget may be made to and from any expenditure object within the WSU system as long as such deviation is reasonable and necessary in the

pursuit of the SCOPE OF WORK. The total amount identified above may not be exceeded without prior written amendment to this Agreement signed by the PARTIES.

- 5.4 Invoices. Periodic invoices will be provided, in accordance with 5.2, but not more often than monthly, using the standard WSU invoice. Payments are due to WSU within forty-five (45) days from the WSU invoice date. Checks should be made payable to Washington State University and sent to: Washington State University, Cashier's Office – SPS, PO Box 641025, Pullman WA 99164-1025.

Invoices should be sent to:

Name/Title: Brandy Reed Phone: 425-282-1924
Address: 1107 SW Grady Way, Ste. 130
E-mail: brandy.reed@kingcd.org
City/State/Zip: Renton, WA 98057

- 5.5 Equipment. WSU shall retain title to any equipment purchased with funds provided by SPONSOR under this Agreement.
- 5.6 Key Personnel. The Project Director may select and supervise other project staff as needed to perform the SCOPE OF WORK. No other person will be substituted for the Project Director except with SPONSOR's approval. SPONSOR may exercise Termination for Convenience provisions of this Agreement if a satisfactory substitute is not identified.
- 5.7 Control of Scope of Work. The control of the SCOPE OF WORK rests entirely with WSU. However, the PARTIES agree that WSU, through its Project Director, shall maintain communication with the designated liaison for SPONSOR. WSU's Project Director and SPONSOR's Liaison shall mutually define the frequency and nature of these communications.
- 5.8 Confidential Information.
- 5.8.1 To the extent allowed by law, WSU and SPONSOR agree to use reasonable care to avoid unauthorized disclosure of Confidential Information, including without limitation taking measures to prevent creating a premature bar to a United States or foreign patent application. Each party will limit access to Confidential Information received from another party hereto to those persons having a need to know. Each party shall employ the same reasonable safeguards in receiving, storing, transmitting, and using Confidential Information that prudent organizations normally exercise with respect to their own confidential information of significant value.
- 5.8.2 Confidential Information shall include written, graphic, or oral communication. Confidential Information shall not be disclosed by the receiving party to a third party for a period of five (5) years from receipt of such information or until a patent is published or the Confidential Information is published by the disclosing party or unless the disclosing and receiving parties agree otherwise and in writing at the time of disclosure. Third parties shall include all governmental offices.

5.8.3 The terms of confidentiality set forth in this Agreement shall not be construed to limit the parties' right to independently develop products without the use of another party's Confidential Information.

5.8.4 Confidential Information shall not include information which:

- 5.8.4.1 was in the receiving party's possession prior to receipt of the disclosed information;
- 5.8.4.2 is or becomes a matter of public knowledge through no fault of the receiving party;
- 5.8.4.3 is received from a third party without a duty of confidentiality;
- 5.8.4.4 is independently developed by the receiving party;
- 5.8.4.5 is required to be disclosed under operation of law;
- 5.8.4.6 is reasonably ascertained by WSU or SPONSOR to create a risk to a trial subject or to public health and safety.

5.8.5 It is understood that as an educational institution of the state of Washington, WSU is subject to Washington State laws and regulations including the Washington Public Records Act, RCW 42.56 et seq. (<http://apps.leg.wa.gov/RCW/default.aspx?cite=42.56>). If a Public Records Act request is made to view SPONSOR's Confidential Information, and WSU's Public Records Officer either determines that no exemption to disclosure applies or is unable to determine whether an exemption to disclosure applies, WSU will notify SPONSOR of the request and the date that such records will be released to the requester unless SPONSOR obtains a court order enjoining that disclosure. If SPONSOR fails to obtain a court order enjoining disclosure, WSU will release the requested information on the date specified.

5.9 Publication. WSU reserves the right to publish or permit to be published by WSU employees the results of the SCOPE OF WORK undertaken by WSU employees. To prevent untimely disclosure or exploitation of SPONSOR Confidential Information, WSU shall provide SPONSOR Liaison with a copy of any proposed publication resulting from the SCOPE OF WORK at least thirty (30) days prior to submission for publication. SPONSOR shall have thirty (30) days (the "Pre-publication Review Period") from receipt of the draft to review the proposed publication. If SPONSOR determines that SPONSOR Confidential Information is included in the proposed publication, WSU will at SPONSOR's request remove such SPONSOR Confidential Information prior to submission for publication. If the proposed draft publication contains SPONSOR Confidential Information, the SPONSOR may request that WSU's submission of the draft for publication be delayed for up to sixty (60) days beyond the end of the Pre-publication Review Period. If SPONSOR seeks to delay publication, SPONSOR shall make such request in writing prior to the expiration of the Pre-publication Review Period together with identification of the information or materials of concern and reasons why delay is warranted. WSU may delay publication by ninety (90) days to allow WSU or SPONSOR, as the case may be, to seek patent protection.

5.10 Publicity. SPONSOR shall not include the name of Washington State University, WSU, or any of either entity's Trademarks in any advertising, sales promotion, or

other publicity matter without prior written approval of the President of the University or his or her designee.

- 5.11 Termination for Convenience. This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by SPONSOR, SPONSOR shall pay all reasonable costs and non-cancelable obligations incurred by WSU as of the date of termination.
- 5.12 Termination for Cause. In the event either party shall commit any material breach of or default in any terms or conditions of this Agreement, and also shall fail to remedy such default or breach within sixty (60) days after receipt of written notice thereof, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to that effect. Termination shall be effective as of the day of receipt of such notice.
- 5.13 Termination Obligations. In addition to those obligations set out in 5.11 and 5.12, termination of this Agreement shall not relieve either party of any obligations incurred prior to the date of termination including, but not limited to, any obligation of the SPONSOR to pay the option fee set forth in Article 5.16.
- 5.14 Dispute Resolution. Except as otherwise provided in this Agreement, when a dispute arises between the PARTIES and it cannot be resolved by direct negotiation, any party may request a dispute resolution panel (DRP). A request for a DRP must be in writing, state the disputed issue(s), state the relative positions of the PARTIES and be sent to the PARTIES. PARTIES must provide a response within thirty (30) days unless the PARTIES mutually agree to an extension of time. Each party shall designate a representative. The representatives shall mutually select an additional member. The DRP shall evaluate the facts, Agreement terms, and applicable statutes and rules and make a determination by majority vote. The decision is binding on the PARTIES.

Nothing in this Agreement shall be construed to limit the PARTIES' choice of a mutually acceptable dispute resolution method in addition to the dispute resolution procedure outlined above.

- 5.15 Disclaimer. WSU MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE SCOPE OF WORK, SPONSORED PROJECT, OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SPONSORED PROJECT, SCOPE OF WORK, OR RESULTING PRODUCT.
- 5.16 Intellectual Property.
- 5.16.1 WSU Intellectual Property. WSU shall own all rights and title to Intellectual Property created solely by WSU employees.

- 5.16.2 SPONSOR Intellectual Property. SPONSOR shall own all rights and title to Intellectual Property created solely by SPONSOR and without use of WSU resources under this Agreement.
- 5.16.3 Joint Intellectual Property. WSU and SPONSOR shall jointly own all rights and title to Intellectual Property made jointly by WSU and SPONSOR pursuant to this Agreement.
- 5.16.4 Consistent with WSU policy, WSU may assign Intellectual Property to a designee of WSU. For purposes of this Article, WSU shall mean either WSU or a designee of WSU for Intellectual Property assigned to it.
- 5.16.5 WSU hereby grants to SPONSOR an option to negotiate a license to WSU Intellectual Property and/or WSU's ownership interest in Joint Intellectual Property (Option Rights). WSU shall notify SPONSOR of such Intellectual Property within thirty (30) days of WSU-OC's receipt of WSU Invention Disclosure forms from WSU inventors. SPONSOR shall, within ninety (90) days of receipt of such notification from WSU (the Option Period), indicate to WSU in writing its intent to negotiate a license. Upon receipt, by WSU, of SPONSOR's notification of its intent to negotiate a license and as consideration for these Option Rights, SPONSOR shall pay a non-refundable fee of Seven Thousand Five Hundred dollars (\$7,500) to WSU-OC within sixty (60) days of WSU-OC's submission of an invoice to SPONSOR. In the event that SPONSOR exercises its option, the PARTIES shall negotiate the license terms in good faith. The license shall contain terms standard for agreements between universities and industry including, without limitation, clauses providing for payment of reasonable royalties and other compensation to WSU; reimbursement of WSU for all past, present, and future expenses incurred in the preparation, filing, prosecution, issuance, and maintenance of Intellectual Property rights; and product liability indemnification and insurance requirements which are acceptable to WSU. In the event that WSU and SPONSOR do not execute a written license agreement for the Option Rights within sixty (60) days following SPONSOR's exercise of the option (the "Negotiation Period"), WSU shall be free to negotiate with and to enter into license agreements, including exclusive license agreements, with third PARTIES for the Options Rights.
- 5.16.6 Invention Disclosures submitted to SPONSOR by WSU are regarded by WSU as confidential. SPONSOR shall not disclose any information contained in Invention Disclosures to any third party without WSU's prior written permission.
- 5.16.7 If SPONSOR declines to enter into a license with WSU, SPONSOR agrees for itself, its employees, successors, and assigns to be bound by a secrecy obligation for five (5) years with respect to information contained in any WSU Invention Disclosure.
- 5.16.8 WSU hereby grants to SPONSOR a royalty-free license to use Copyrights, with the exception of copyrighted software, for its non-commercial use. WSU hereby grants to SPONSOR the right to negotiate a license for commercial use of Copyrights on reasonable terms and

conditions, including a reasonable royalty, as the PARTIES hereto agree in a subsequent writing.

5.16.9 SPONSOR understands that WSU must comply with the provisions of US Patent law including the Bayh-Dole Act.

5.17 Indemnity. Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. SPONSOR shall fully indemnify and hold harmless WSU against all claims arising out of SPONSOR's use, commercialization, or distribution of Intellectual Property or products that result in whole or in part from the SCOPE OF WORK.

5.18 Amendments. This Agreement may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.

5.19 Assignment.

5.19.1 The work to be provided under this Agreement, and any claim arising hereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

5.19.2 Notwithstanding the foregoing, and consistent with WSU policy, SPONSOR agrees that WSU may assign any Inventions, Copyrights, or Trademarks developed under this Agreement to a designee of WSU.

5.20 Notices. Any notice or communication required or permitted under this Agreement shall be delivered by overnight courier, or by registered or certified mail, postage prepaid and addressed to the party to receive such notice at the address given below or such other address as may hereafter be designated by notice in writing. Notice given hereunder shall be effective as of the date of receipt of such notice:

WSU:

Name/Title:	Dan Nordquist, AVP, Research, and Director, OGRD	
Address:	423 Neill Hall	Phone: (509) 335-9661
Address:	P.O. Box 643140	Fax: (509) 335-1676
City/State/Zip:	Pullman, WA 99164-3140	E-mail: ogrd@wsu.edu

SPONSOR:

Name/Title:	Brandy Reed	Phone: (425) 282-1924
Address:	1107 SW Grady Way, Ste. 130	
E-mail:	Brandy.reed@kingcd.org	

5.21 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court of Whitman County.

5.22 Compliance with Laws. SPONSOR understands that WSU and SPONSOR are subject to United States laws and federal regulations, including the export of technical data, computer software, laboratory prototypes and other commodities

(including the Arms Export Control Act, as amended, and the Export Administration Act of 1979), and that SPONSOR's and WSU's obligations hereunder are contingent upon compliance with applicable United States laws and regulations, including those for export control. The transfer of certain technical data and commodities may require a license from a cognizant agency of the United States Government and/or a written assurance by SPONSOR that SPONSOR shall not transfer data or commodities to certain foreign countries without prior approval of an appropriate agency of the United States Government. WSU nor SPONSOR represent that a license shall not be required, nor that, if required, it will be issued.

5.23 Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

5.24 Order of Precedence. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable statutes and regulations;
2. Terms and Conditions contained in this Agreement;
3. *Attachment A-Scope of Work*;
4. *Attachment B-Budget*;
5. Any other attachments; and
6. Any other provisions incorporated by reference or otherwise into this Agreement.

This Agreement contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the PARTIES hereto.

IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement to be executed as of the date set forth herein by their duly authorized representatives.

WASHINGTON STATE UNIVERSITY

SPONSOR


Name: Dan Nordquist


Name: Bill Knutsen

Title: Assistant Vice President & Director

Title: Chair, KCD Board of Supervisors

Date: 1/14/15

Date: 1/12/2015

**ATTACHMENT A – SCOPE OF WORK
OGRD #**

2015-2016 Scope of Work

King County Deliverables:

- An In-person Coached Planning class held in south King County
- An in-person Coached Planning class held on Vashon
- Two online Coached Planning classes (one each 2015 and 2016)
- A Puget Sound Forest Owners Field day held in south King County
- A Vashon Forest Field Day
- Two summer Twilight Tours
- Four landowner workshops, with topic(s) and location(s) to be determined by mutual agreement between WSU and Sponsor

ATTACHMENT B – BUDGET

OGRD #

Project Director(s): Kevin
Zobrist

Project Period:			Yr 1	Yr 2	Cumulative
<u>Personnel Costs</u>					
<u>Salaries:</u>	FTE	Current Mo. Rate	Amount	Amount	Amount
AP Extension Coordinator	0.500	3,750.00	22,500.00	23,400.00	45,900.00
Total Salaries			22,500.00	23,400.00	45,900.00
<u>Benefits</u>					
Benefits.	29.9%		6,728.00	6,997.00	13,725.00
Total Benefits			6,728.00	6,997.00	13,725.00
Total Personnel Costs			29,228.00	30,397.00	59,625.00
<u>Travel:</u>					
	Rate	# of Miles			
	0.00		1,500.00	1,500.00	3,000.00
			-	-	-
Total Travel			1,500.00	1,500.00	3,000.00
<u>Other Costs:</u>					
Equipment			2,500.00	-	2,500.00
Total Other Costs			2,500.00	-	2,500.00
TOTAL DIRECT COSTS			33,228.00	31,897.00	65,125.00
F&A (26% MTDC)	0.26		8,639.00	8,293.00	16,933.00
TOTAL COSTS			41,867.00	40,190.00	82,058.00



Forestry

WASHINGTON STATE UNIVERSITY
EXTENSION

2020 King County Forest Stewardship Program

Progress Report

June 30, 2020

Task 1: A Forest Owners Winter School held in south King County

Progress: The second annual Western Washington Forest Owners Winter School was held February 29, 2020 at Green River College in Auburn.

Task 2: Two Online Coached Planning classes available to King County participants

Progress: The first class was held January 28 – March 17, 2020. The second class will be September 8 – November 3, 2020.

Task 3: Three webinars on topics mutually agreed upon by WSU and KCD

Progress: Two webinars on forest health were provided on June 4, 2020. Two webinars on invasive weeds will be held July 14, 2020. Two webinars on root disease will be held on July 28, 2020.

Task 5: Provide newsletters and online resources.

Progress: Two program communiqués have been distributed to King County Forest owners, with more newsletters planned later in the year. The WSU Extension Forestry website has been updated with new resources, including an updated consultant directory and a new small-scale sawmill directory.

Task 6: Provide individual off-site (e.g. phone, email) consultations with King County property owners as needed.

Progress: 23 King County consultation requests were received from 1/1/2020 – 6/30/2020. Three were responded to by phone, 19 by email, and one by other means.

King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: September 14, 2020

ACTION ITEM: 20-063

SUBJECT: KCD Agricultural Drainage Program- expanded grant funding opportunity and need for staff support

KCD has received notice of expanded grant funding for agricultural drainage work in 2021. To accept this funding, KCD would need a project coordinator in place to lead this work. The purpose of this agenda item is to invite Board member discussion and guidance on how to proceed regarding whether to accept or decline this additional funding and whether the District can provide the staffing support to accompany this funding.

FISCAL IMPACT

This grant amendment would bring an additional \$140,000 to KCD to use for agricultural drainage projects for the 2021 season.

To use this additional funding, KCD would need to hire staff a project coordinator to coordinate with the King County ADAP team on farm outreach, project scoping, and project planning so that there are projects ready to go for the 2021 project season. This staffing is described in KCD's ILA, but is currently vacant.

STAKEHOLDER INTERESTS

- King County farmers needing drainage assistance
- King County Agricultural Drainage Assistance Program
- Snoqualmie Valley Watershed Improvement District
- King County Local Food Initiative and Kitchen Cabinet

BACKGROUND

In 2019, KCD applied for approximately \$280,000 in agricultural drainage project funding from the Flood Control District. We were awarded ½ of the requested amount (approximately \$140,000). With the lower funding level, we recognized that we would need to reduce the deliverables in the scope of work.

Once the County approved the KCD's ILA, it included continued funding for the staffing component of the work, so the KCD and the Flood Control District

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revised the reduced grant scope agreement to cover agricultural drainage maintenance project costs for 2020, and to rely on KCD's Rate and Charge funding for staff project management funding.

Since that time, KCD has put a hiring freeze in place and has not filled the staff position. For the 2020 season, KCD has contracted with outside entities to manage the planned projects that are being completed with the FCD grant award.

The main consequence of the hiring freeze for this program is there has been no work on outreach and planning for 2021 projects. This work is usually done in the spring and fall of the previous year.

In late August, KCD was formally awarded an additional \$140,000 from the Flood Control District to use for agricultural drainage projects, restoring the full level of funding requested in last year's grant application.

AMENDMENT TO GRANT AWARD

Project Name:	KCD Agricultural Drainage Project – Phase 6		
Recipient:	King Conservation District	Agreement No.:	4.19.13
Address:	800 SW 39th St, Suite 150	Amendment Date:	8/26/2020
	Renton, WA 98057	Amendment No.:	1

AMENDMENT REQUESTED BY:

AMENDMENT WRITTEN BY:

Name:	Josh Monaghan	Name:	Kim Harper
Title:	KCD Director of Stewardship Programs	Title:	KC WLRD Grant Administrator

AMENDMENT EFFECTS:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Change of Scope | <input checked="" type="checkbox"/> Compensation |
| <input checked="" type="checkbox"/> Distribution of Funds Among Tasks | <input type="checkbox"/> Terms and Conditions |
| <input checked="" type="checkbox"/> Time of Performance | <input type="checkbox"/> Results of Services |

BACKGROUND: On November 6, 2019, the King County Flood Control District (FCD) passed Resolution FCD2019-13.2 to create their 2020 annual budget. This resolution added money to the Flood Reduction Grant fund for the purpose of holding a supplemental grant round in early 2020. The FCD allotted \$2.6 million for what became known as the 2019 Supplemental Flood Reduction Grant Opportunity. This opportunity was opened on January 22nd and closed February 4th of 2020. This supplemental opportunity was open to new applicants and to recipients who received partial awards under the annual round for the 2019 Flood Reduction Grant process. Applicants who applied in 2019 and did not receive awards were not eligible to apply again for the same projects. The FCD approved the grants from this supplemental round on June 24, 2020 under Resolution FCD2020-11.2. A total of 14 grant awards were authorized under this supplemental process, including the subject of this amendment.

SUMMARY OF CHANGES: The amendment adds \$141,799 to the existing grant, for a new total grant amount of \$281,799. In addition to the grant amount, changes include: citation of authorizing resolutions, project description in Exhibit A, expansion of tasks in the Scope of Work table (Exhibit B), schedule for deliverables (Exhibit B), end date of the agreement, and the budget breakdown by line item in the Budget Table (Exhibit C).

CHANGE #1: Introductory Paragraph of Grant Agreement

Change last sentence of paragraph to read: This Agreement shall be in effect from the date of execution to **December 31, 2022**.

Change #2: Paragraph 1.3 of Grant Agreement

Change sentence to read: Whereas, on November 12, 2013, the District's Board of Supervisors passed Resolution FCD2013-14.3 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 5, 2018, the Board passed Resolution FCD2018-09.2, which authorized an allocation of \$3,166,261 from the District's 2019 budget to fund flood reduction projects, and on November 6, 2019, the Board passed Resolution FCD2019-13.2, which authorized an additional allocation of \$2,600,000 from the District's 2020 budget to fund flood reduction projects; and

CHANGE #3: Paragraph 1.4 of Grant Agreement

Change sentence to read: Whereas, on September 18, 2019 the District's Board of Supervisors passed Resolution FCD2019-11.1, which approved the flood reduction projects described in Attachment A to that Resolution; and on June 24, 2020 the District's Board of Supervisors passed Resolution FCD2020-11.2, which approved additional funds for the projects described in Attachment A to that Resolution; and

CHANGE #4: Paragraph 1.7

Change sentence to read: Whereas the District's Board of Supervisors approved funding of the project ("Project"), as described in Attachment A to Resolution FCD2019-11.1 in the amount of \$140,000, and approved additional funding of the project, as described in Attachment A to Resolution FCD2020-11.2 in the amount of \$141,799 ("Award"), for a total award amount of \$281,799; and

CHANGE #5: Paragraph 1.9

Change sentence to read: Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2019-11.1 and Resolution FCD2020-11.2, and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

CHANGE #6: Paragraph 2.2

Change sentence to read: King County agrees to pay the Award amount to Recipient in the total amount of **\$281,799** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2020-11.2. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.

CHANGE #7: Paragraph 3.5

Change first sentence of paragraph to read: The Project shall be completed by no later than **December 31, 2022**.

CHANGE #8: Exhibit A: Project Description

Change Project Description table to read:

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
KCD Agricultural Drainage Project – Phase 6	King Conservation District	This project builds on five years of King County Flood Control District grants awarded to King Conservation District (KCD) to develop and implement an expanded set of services facilitating increased landowner participation in King County's Agricultural Drainage Assistance Program (ADAP). KCD will continue partnering with King County to coordinate projects, provide cost share assistance to landowners, and monitor projects.	\$46,090	\$281,799

CHANGE #9: Exhibit B: Scope of Work

Change Scope of Work table to read:

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD REQUEST	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	5%	December 2022
Task 2:	KCD Agricultural Drainage Project Coordinator will implement the agricultural drainage program under the direction of Joshua Monaghan, KCD Program Director. Expenses include Project Coordinator salary and benefits. The Project Coordinator will oversee all aspects of the program. Primary deliverables are KCD project management for up to six drainage projects for dredging in 2020 including contracting for up to six dredging projects, or over 10,000 linear feet (1.89 miles) of dredging; survey, design, and permitting assistance for at least 12 projects to enable landowners interested in completing dredging without funding assistance to implement their own dredging projects; up to two additional waterway crossings via funds from KCD's Landowner Incentive Program; and establishment of a permanent approach to funding KCD's long-term partnership with King County ADAP.	25%	December 2022
Task 3:	KCD Project Coordinator will engage partner agencies and organizations in implementing outreach to inform agricultural landowners about ADAP. Additionally, project coordinator will work closely with ADAP staff to provide landowners on ADAP waiting list with technical assistance, project management, and conservation planning services.	20%	December 2022
Task 4:	KCD Project Coordinator will contract to complete up to six dredging projects, or over 10,000 linear feet (1.89 miles). Install up to two waterway crossings through Landowner Incentive Program. Staff cost is included in Task 1 above.	50%	December 2022

CHANGE #10: Exhibit C: Budget Table

Change Budget Table to read:

BUDGET ITEM	GRANT AWARD REQUEST	FINANCIAL LEVERAGE (not required)			LEVERAGE TOTAL	TOTAL (Grant + Leverage)
		SOURCE NAME				
		KCD salaries	KCD Cooperators			
STAFFING	\$115,799	\$16,090			\$16,090	\$131,889
PROJECT SUPPLIES	\$6,000					\$6,000
COMMERCIAL SERVICES AND CREW TIME	\$160,000		\$30,000		\$30,000	\$190,000
TOTAL	\$281,799	\$16,090	\$30,000		\$46,090	\$327,889

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED AND INSTITUTED ON THE DATE WRITTEN ABOVE.

King County, Washington

RECIPIENT

By _____

By _____

Title _____

Title _____

Date _____

Date _____

King Conservation District – KCD Agricultural Drainage Project – Phase 6

Project Summary: This project builds on five years of King County Flood Control District grants awarded to King Conservation District (KCD) to develop and implement an expanded set of services facilitating increased landowner participation in King County's Agricultural Drainage Assistance Program (ADAP). Given the significant response to our outreach efforts (including specific outreach to non-English speaking farmers), and documentation of drainage problems, we propose an extension of funding for KCD's partnering role with King County to coordinate projects, provide cost share assistance to landowners, and monitor projects.

Scope of Work:

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD REQUEST	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	10%	January – December 2020
Task 2:	KCD Agricultural Drainage Project Coordinator will implement the agricultural drainage program under the direction of Farm Services Program Manager. Expenses include Project Coordinator salary and benefits. The Project Coordinator will oversee all aspects of the program. Primary deliverables are KCD project management for up to four drainage projects for dredging in 2020 including contracting for up to four dredging projects, or over 7,050 linear feet (1.4 miles) of dredging; survey, design, and permitting assistance for at least 9 projects to enable landowners interested in completing dredging without funding assistance to implement their own dredging projects; up to two additional waterway crossings via funds from KCD's Landowner Incentive Program; and establishment of a permanent approach to funding KCD's long-term partnership with King County ADAP.	0% <i>Additional funding secured (was 25%)</i>	
Task 3:	KCD Project Coordinator will engage partner agencies and organizations in implementing outreach to inform agricultural landowners about ADAP. Additionally, project coordinator will work closely with ADAP staff to provide landowners on ADAP waiting list with technical assistance, project management, and conservation planning services.	0% <i>Additional funding secured (was 20%)</i>	
Task 4:	KCD Project Coordinator will contract to complete up to six dredging projects, or over 7,500 linear feet (1.4 miles). Install up to two waterway crossings through Landowner Incentive Program. Staff cost is included in Task 1 above.	90% <i>Funding reduced for this task By about 25%</i>	January – December 2020

Budget:

BUDGET ITEM	GRANT AWARD REQUEST	FINANCIAL LEVERAGE (not required)			LEVERAGE TOTAL	TOTAL (Grant + Leverage)
		SOURCE NAME				
		KCD salaries	KCD Cooperators			
STAFFING	\$14,000	\$75,000			\$75,000	\$89,000
PROJECT SUPPLIES						
COMMERCIAL SERVICES AND CREW TIME	\$126,000		\$20,000		\$30,000	\$156,000
TRANSPORTATION						
OFFICE EXPENSES/ OVERHEAD						
OTHER						
REAL ESTATE-RELATED COSTS						
TOTAL	\$140,000	\$75,000*	\$20,000		\$105,000	\$245,000*

*Note that in 2020, King Conservation District has budgeted a total of \$374,000 for all KCD Agricultural Drainage Assistance. This grant funds a portion of that work. The remaining funding \$234,000 comes from the District's annual Rate and Charge funding and includes. This grant budget worksheet shows a conservative amount as leveraged match in the KCD salary column.

UNFINISHED BUSINESS

King Conservation District Board of Supervisors Meeting
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ACTION ITEM: 20-064

**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
 - *This includes active partnership with International Rescue Committee and VIVA farms to help the scope include voices of farmers of color.*
- 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

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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.

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.

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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.



King Conservation District

Local Food | Healthy Forests | Clean Water | Better Ground

800 SW 39th St, Suite 150 | Renton, WA, 98057

www.kingcd.org

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.

Organization and Management Approach <ol style="list-style-type: none"> 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. 2. Team's experience working together and ability to coordinate efficient and effective delivery of work products. 3. Demonstrated understanding of an effective relationship with a client such as King Conservation District. 	15 Points
Qualifications and Related Experience <ol style="list-style-type: none"> 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. 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. 3. Demonstrated 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. Demonstrated experience engaging with multilingual and multicultural farming communities. 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. 7. Demonstrated experience coordinating programs of size and budget similar to those described in this RFP. 	40 points
Approach to Scope of Work <ol style="list-style-type: none"> 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. 2. Demonstrated understanding of King Conservation District's Equity and Social Justice goals 	35 points

<ol style="list-style-type: none"> 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 <ol style="list-style-type: none"> 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. 	20 points
Overall Proposal <ul style="list-style-type: none"> • Concise, clearly written and complete or thorough proposal, prepared as instructed. 	10 points

Maximum Written Proposal Score: 120 points

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 <ol style="list-style-type: none"> 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. 	20 points
General Presentation <ol style="list-style-type: none"> 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. 	20 points

Maximum Oral Presentation Score: 40 points

MAXIMUM POSSIBLE SCORE (if interviews conducted): 160 points

SECTION 3: PROJECT SPECIFICATIONS AND SCOPE OF WORK

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:

Task	Description	Outcomes and Measures
Task 1: Partnership Administration and Coordination		
Convene the partnership at large	<ul style="list-style-type: none"> *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 	Outcome: Farmer and landowner-focused agencies are working in tandem to provide services in King County via a comprehensive land access program
Lead Partnership planning efforts and conduct regular evaluation	<ul style="list-style-type: none"> *Lead strategic and annual planning for the collaborative effort to ensure alignment *Design and implement data collection methods *Evaluate progress and impact 	Outcomes: *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
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	<p>Outcome: Increased knowledge about issues and solutions in land access</p> <p>Measure: Opportunities to learn from other regional partnerships doing work in this sphere</p>
Task 2: Assist farmers in accessing land opportunities and maximizing property potential		

Provide technical assistance for farmers/farmer cooperatives/land-seeking organizations	<ul style="list-style-type: none"> * 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 	<p>Outcomes: *Farmers have the resources they need to access and maximize farm properties for production. *All organizations supporting a farmer or farmer cooperative are aware of progress made</p> <p>Measures: *Number of farmers supported in attaining their land access goals *Number of farmers connected to needed services</p>
Leverage land matching programs to support farmers in attaining their land goals	<p>Work with farmers/farmer cooperatives/land-seeking organizations to:</p> <ul style="list-style-type: none"> *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 	<p>Outcomes:</p> <ul style="list-style-type: none"> *Farmers begin their land searches equipped for success <p>Measure: *Number of farmers supported in attaining their land access goals</p> <ul style="list-style-type: none"> *Number of introductions made between parties
Offer farmer training curriculum	<ul style="list-style-type: none"> *Leverage available land access curriculum to host coordinated schedule of farmer trainings *Offer trainer training opportunities to member organizations 	<p>Outcome: *Increased farmer knowledge and savvy of land access</p> <p>Measures: *Number of farmers trained in curriculum *Number of trainers trained in offering curriculum</p>
Task 3: Assist landowners and land managers with getting land into production		
Provide technical assistance for landowners/managers	<ul style="list-style-type: none"> *Develop individual transition strategies for key farmland properties *Work with landowners to develop plans to overcome barriers to ag production *Coordinate collaboration of essential service providers *Broker and connect landowners to needed services and resources *Help navigate laws, rules, and regulations *Track progress *Advocate for landowners navigating complex systems 	<p>Outcomes:</p> <ul style="list-style-type: none"> *Farmland is available and farmable *Landowners have the resources they need to access and maximize farm properties for production *All organizations supporting a landowner/manager are aware of progress made <p>Measures:</p> <ul style="list-style-type: none"> * X landowners supported in exploring options for getting X acres into food production *Number of properties readied for food production *Number of connections to service providers *Increased number of acres available for lease or purchase *Identified number of farmable acreage actively farmed
Leverage land matching programs to support	<p>Work with landowners to:</p> <ul style="list-style-type: none"> *clarify land goals *identify barriers to food production *connect with service providers and resources 	<p>Outcomes:</p> <ul style="list-style-type: none"> *Landowners enter tenant/buyer searches equipped for success
landowners finding farm tenants/buyers	<ul style="list-style-type: none"> *develop equitable lease agreements *connect with farmers interested in leasing or buying their properties 	<p>Measures:</p> <ul style="list-style-type: none"> *Number of properties/plots successfully transitioned *Number of introductions made between parties
Task 4: Research, develop, and pilot creative solutions to land access barriers		
Develop and trial succession planning/generational transition programming	<ul style="list-style-type: none"> *Research succession program models in other regions *Identify potential partner organizations that could help meet the need locally *Develop programming for King County 	<p>Outcomes:</p> <ul style="list-style-type: none"> *Gaps in services are filled by member partners, or other service providers *Pathways to generational land transfer are established and accessible

	*Pilot the model	Measures: *Number of properties successfully transitioned *Number of retiring farmers supported
Develop and trial cooperative farming and alternative land tenure models	*Research successful cooperative and collaborative farming models in other regions *Provide information and technical assistance for implementation of collective tenure models for farmers	Outcome: *Tenure models are creative and responsive Measures: *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 Measures: *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 tasks 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.
3. Management approach.
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 XXXXXXXXXXXXXXX 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-profits 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. Resumes: 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.

**King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: September 14, 2020**

Agenda Brief and Potential Action Item: 20-0_____

SUBJECT:

200 NW Area Meeting Resolutions

Considerations

Meeting Schedule (*The NW Area meeting will take place over two sessions*) –

- Session 1 – NW Area recommended WACD Resolutions and Bylaw changes will be addressed on October 7th (Wednesday), 9:00 AM to 12:00 PM
- Session 2 – NW Area Business Meeting will take place on October 21st ((Wednesday), 8:00 AM to 2:00 PM (Meeting will end earlier if business is concluded earlier.)

Resolution Submittal Deadline

- Resolution and Bylaw changes are due to Whatcom CD by 2:00 PM September 25th (Friday).
- Resolutions must be Board approved.
- To meet the deadline, the KCD Board will have to adopt resolutions for consideration by the WACD membership on Monday September 14th or hold a special session on a day prior to 2:00 PM September 25 as our standing second Board meeting on the 4th Monday of the month is after the deadline.
- You can find more information on WACD's resolution process on their web page, and the updated (CY 2020) resolution guidance and template are attached to this email.
- WACD web page on resolutions - https://www.wadistricts.org/about-wacd/resolutions?utm_source=mailpoet&utm_medium=email&utm_campaign=5-things-wacd-wants-you-to-know-june-26-2020 1

Whatcom CD Board Resolution-associated Request

Whatcom CD's Board is requesting your input / soliciting your ideas on making the virtual meeting format useful, engaging and substantive. See paragraph 3 of the attached for some probing questions offered to stimulate your feedback. Share your feedback directly with Whatcom CD ED, George Boggs, at wcd@whatcomcd.org and / or (360) 815-5342.

OPTIONS

- KCD Board can choose to forego resolution sponsorship in 2020
- KCD Board can advance 1 or more resolutions for NW Area consideration
- KCD can partner with Whatcom CD and possibly Clallam CD on a CD Election focused resolution



Washington Association of Conservation Districts

Resolution: A Process and A Product

The resolution process is the way Washington's conservation districts collectively work to effect change in laws, rules, policies, and programs at the regional, state, and national level. Both WACD and NACD use resolutions to shape priorities and define the objectives that rise up to become association policy. The process may ultimately yield the product of an adopted resolution.

Types of Resolutions

There are four types of standard resolutions. They have the same format but their goals are different:

- **Policy** - A statement of acceptable methods or behaviors for WACD – how things are done. This type of resolution proposes a new or amended internal policy for the Association.
- **Policy Statement** - A public statement by WACD. These resolutions determine the organization's stance on natural resource issues, federal or state legislative actions, agency rules, or another area where an declared position by WACD would be appropriate. These resolutions may also direct WACD elected leadership and staff to effect specific changes described in the resolution.
- **Recognition** - Makes a declaration that recognizes/honors a person or organization for activities, work, service, or accomplishments that are worthy of special commendation.
- **Study** - Directs that a study be done on the identified subject, usually with recommendations to be brought back to the body.

Good resolutions begin with good research

Researching a potential resolution is critical. It may lead to a quick result if you find the issue was already raised through the resolution process and is being worked on. Research will also help better define the problem needing to be addressed, clearly articulate a recommended solution, and educate others when it comes time to present it through the course of approving a resolution.

A district writing a resolution should identify the need and research solutions, since there is usually more than one solution available. It is not enough to simply state a problem – you need to describe a solution, too. It is important the sponsoring district conducts due diligence in researching the positives and negatives of the various solutions. Previous attempts to address the problem should be reviewed. If other attempts have failed to implement change, it is important to discuss why.

Finally, you should have a clear goal in mind. This is different than the solution. It is more about what will change and why that change is needed. Define what will be improved if the resolution is adopted, as well as potential negative outcomes if the resolution is not passed.

Local development

The local conservation district's role in developing a resolution is the heart of what makes resolutions work. Grassroots leadership means generating solutions at the local level and moving them upward. District boards working collaboratively have the greatest chance of success when moving a resolution through the process, and it all starts at your district.



Washington Association of Conservation Districts

Districts should contact other CDs, WACD, or the Conservation Commission to locate others with similar concerns. Work with these individuals and districts to develop clear problem statements and sound actions that will resolve the issue.

If others are already working on the issue you have identified, consider leveraging their work by focusing your efforts on assisting them. However, sometimes an issue isn't fully resolved or it has been given a lower priority by others. In these cases it may be worth raising the issue again through the resolution process. It is highly recommended that in these cases the sponsoring District inform WACD leadership of your desire to increase the priority of the issue.

If it is decided to develop a resolution, it becomes the responsibility of your district to draft a resolution following the general format. And "sponsor" it through the resolution process.

Approve resolution by local CD

The sponsoring district shall take action to approve a resolution for the clearly defined problem with a concise, specific recommendation. This is done during a regular or special meeting of the district board where discussion of the issue can take place and the language of the resolution is debated and ultimately approved. These district resolutions must be adopted before their respective area association meetings in October.

Send resolution to your area association

Resolutions approved by a local CD board should be communicated to the district scheduled to host the current year's area association meeting, as well to WACD. This should be completed at least two weeks before the scheduled area meeting. This is done for two reasons. First, this allows the rest of the area to review the resolutions in advance and to seek any additional information. Second, the resolutions will need to be communicated to WACD for consideration at the WACD Annual Meeting.

Put forward your resolution at your area meeting

The sponsoring district should ensure at least one supervisor or staff member attends the appropriate area association meeting to present the resolution. It is imperative that the resolution have someone to present it and request approval at the area meeting. The sponsoring district should be prepared to speak to those assembled and to answer questions before the area association votes.

This is the first time your research you will pay off. If you state the facts and information persuasively the resolution will have a much better chance for passage. If approved, as written or amended, the WACD area meeting host district shall send the final resolution as passed to the WACD Executive Director or designee.

Attend WACD committee meeting

Resolutions will be assigned to a WACD committee for a recommendation to the full membership. You should talk to other supervisors and associate supervisors about your resolution to inform them of the issue you are trying to address and answer their questions. You can even do this before the WACD annual conference. This will make the approval process much easier. If multiple resolutions contain similar language, WACD will advise the original sponsors to work together to combine resolutions before moving it forward for consideration.



Washington Association of Conservation Districts

A district should attend the committee to which their resolution is assigned. The committee chair will read the resolution number, title, and recommendation to bring the resolution forward. They will ask if a representative of the sponsoring conservation district is available. The sponsoring district should plan to briefly (three to five minutes maximum) explaining the problem and why the resolution is important. This is the second time a district's research will pay off. The committee chair will open the floor up to further discussion or questions so be prepared to provide answers as questions arise.

When the committee chair feels all pertinent discussion has occurred, or by parliamentary motion to close debate, a vote will occur among the committee members. Committees can also vote to amend a resolution. Committee votes are not binding, they are only recommendations. The three options for resolutions at the committee level are: "Recommend Do Pass", "Recommend Do Pass as Amended", or "Recommend Do Not Pass" and be communicated to the full membership ahead of the Business Meeting.

If a resolution receives a "Do Not Pass" recommendation, it requires an additional step to affirm support among the membership in one of two ways:

- 1) Twenty signatures of voting members (supervisors or authorized associate supervisors) are required in support of the resolution to continue to move it forward. Those who sign a petition supporting such a resolution are not required to vote for its adoption.
- 2) A majority vote at the WACD business meeting to allow consideration of the resolution.

Attend WACD Annual Meeting

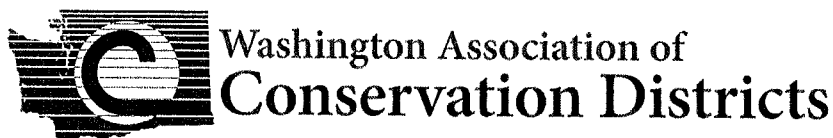
Note: your district's WACD annual dues must be paid by the first day of the annual conference for your district supervisors, or associate supervisors authorized by the district, to serve as voting members at the WACD business meeting.

During the WACD business meeting all resolution heard in committee will come to the floor. Usually, there will be a motion to adopt all the resolutions that came out of committee recommended "Do Pass" without amendments. This is a time saving procedure and assumes these resolutions are favorable to the group and would be approved without much individual debate. If your resolution is included in this group and such a motion is agreed to, then your resolution is officially adopted by the Association.

If a district's resolution passed the committee with a "Recommend Do Pass As Amended," it will likely be debated on its own singular merits by the WACD membership. Here is your third opportunity to use that research you did in crafting your resolution. If the vote passes your resolution is now officially adopted.

If a district's resolution received a "Recommend Do Not Pass," any such resolution with twenty signatures of support from voting members will be considered for debate. It may also be considered upon a majority vote of the voting members to bring it to the floor.

If an important issue arises between the time of the WACD area association meetings and the WACD annual meeting, a resolution can be crafted and brought forth at a WACD committee meeting or at the WACD business meeting. However, the resolution will take a two-thirds majority vote in favor of a motion to allow discussion, deliberation, and amendment. Following that the resolution can be approved with a simple majority vote.



Follow-up

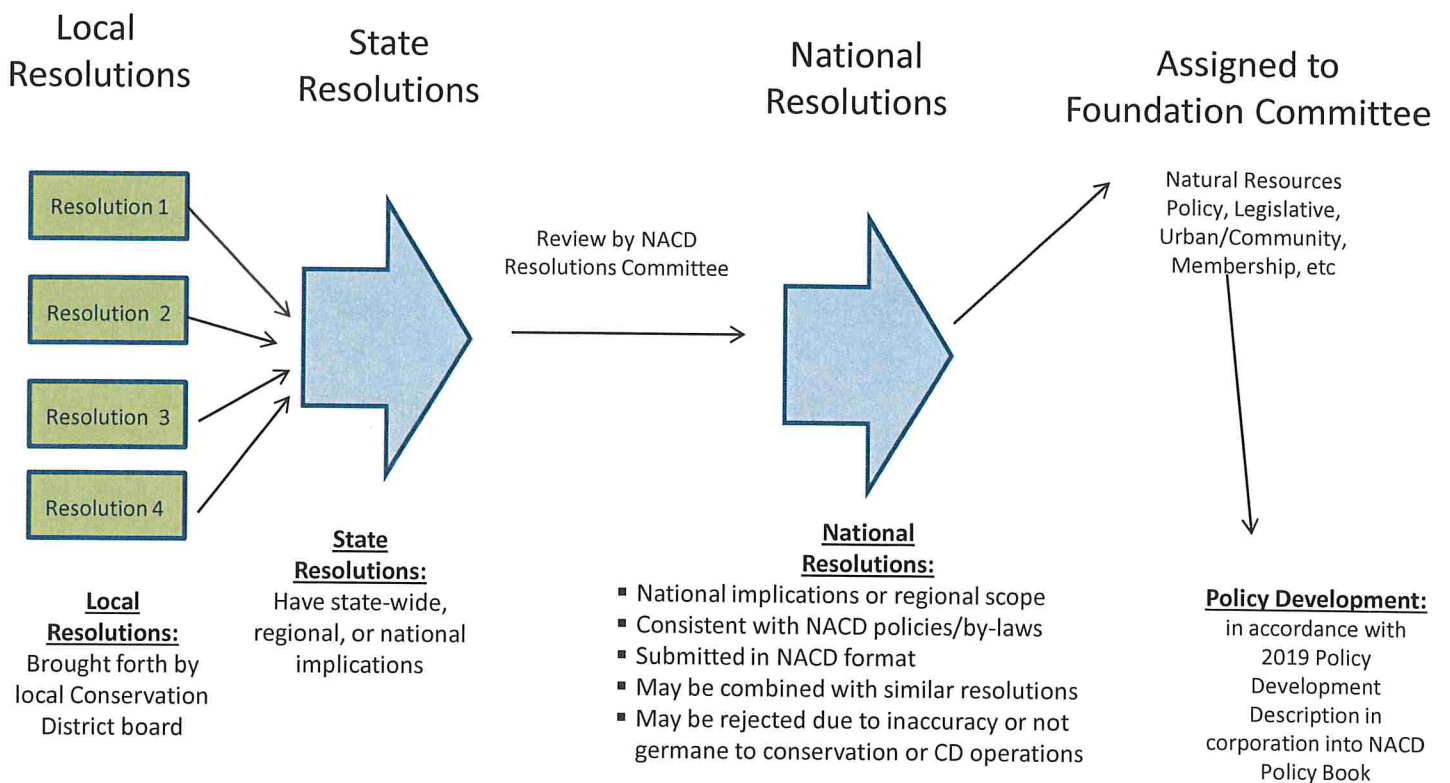
Okay, so a resolution passed...now what? The work is NOT done. Remember, this is for a volunteer organization. Everyone working together will achieve greater results in a shorter timeframe, and you are likely the resolution's most passionate advocate. It may take years for a resolution to be accomplished, that is why WACD resolutions remain on the books for five years.

- **Policy** - If your resolution set policy for WACD, check in periodically with the Association to ensure the policy is being followed. Work with WACD Officers, your Area Directors, and staff to ensure the new policy is being implemented.
- **Position Statement** – Coordinate with WACD leadership and staff to determine the best course of action and continue to work with them (often being the lead). Help develop the necessary relationships and identify key decision-makers (legislators, agency personnel, etc.) to educate for the need for change. You will also be tasked with developing support from partner organizations, agencies, and individuals who can lend additional support. You should strongly consider attending related legislative or agency hearings as well as other relevant meetings. Generally speaking these resolutions take more time to fully realize. The rewards can be great but the investment will equal or exceed the reward in most cases.
- **Recognition** – Work with WACD leadership and staff to see the recognized individual or organization is appropriated honored.
- **Study** – Be prepared to serve on the committee assigned to study a designated resolution and actively participate in the deliberative process.

NACD

For all resolutions seeking to effect change at the national level you must follow your resolution to the National Association of Conservation Districts Annual Meeting. The process here is akin to the state level but will be much more complex, and will involve discussion with representatives from the other state and territorial associations. Work with WACD National Director and others with ties to national conservation organizations to familiarize yourself with NACD procedures. If able, plan on attending the NACD Annual Meeting so you can speak directly with NACD Officers, Executive Board Members, and committee representatives from across the country in promoting your resolution.

Conservation Districts Resolution Process





WASHINGTON ASSOCIATION OF CONSERVATION DISTRICTS

RESOLUTION

SHORT TITLE:

SPONSOR CD:

AREA: ☐ NW ☐ SW ☐ NC ☐ SC ☐ NE ☐ SE

RESOLUTION TYPE:

- ☐ Policy
- ☐ Position Statement
- ☐ Recognition
- ☐ Study

RESOLUTION ACTION AGENCY (check any option that applies):

- ☐ WACD
- ☐ WSCC
- ☐ OTHER STATE AGENCY _____
- ☐ NRCS
- ☐ NACD
- ☐ NON-STATE/FEDERAL PARTNER _____

BACKGROUND/PROBLEM STATEMENT:

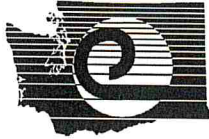
PROPOSED RESOLUTION LANGUAGE:

TYPE OF TEXT OF RESOLUTION (check all boxes that apply):

- ☐ Technical (changes address grammar, punctuation, sentence flow and makes **NO** substantive change(s) to the existing policy.
- ☐ Substantive change to existing policy. If in doubt, check the box.
- ☐ New policy.

IS THERE A BUDGET IMPLICATION TO IMPLEMENT THE POLICY?

- ☐ NO
- ☐ YES (briefly explain):



Whatcom Conservation District

6975 Hannegan Road, Lynden, WA 98264 Phone: (360) 526-2381 Fax: (360) 354-4678
e-mail: wcd@whatcomcd.org

August 13, 2020

Via email.

Supervisors of the King Conservation District
c/o Burr Mosby, Chair

Re: WACD 2020 NW Area Meeting – Save the dates!

Dear Supervisors:

The Board of the Whatcom Conservation District is excited to host this year's WACD NW Area Association meeting. Given all the limitations on in-person meetings and uncertainty as whether they may be lifted, we concluded that it only makes sense to hold this meeting **virtually via the Zoom** software platform. Long virtual meetings can be an experience to avoid. So, we are proposing to do things differently this year.

Resolutions and changes to bylaws would be introduced and discussed at an early work session. The NW Area business meeting would follow two weeks later. While a large block of time has been reserved (6 hours) for the NW Area business meeting, we are hoping it can be adjourned much earlier because the previous collaborative work session and innovations in how information is shared. The NW Area business meeting need only last as long as it takes to complete the business required by the bylaws and placed on its agenda. The suggested dates and times and deadlines for exchange of documents are below.

Since a virtual area meeting is a new format, we have the opportunity to explore and perhaps change its content and conduct. For example, how much time should partners and districts take to share information? Typically each give fairly long reports detailing all the year's accomplishments and announcements. This is fantastic in person but could perhaps prove bit monotonous done in succession through a computer screen. Is this the best way to receive such important information? Would you prefer a combination of written and oral reports? Would you like the format of the reports to be different ... perhaps like a short Ted Talk with a specific narrow focus and message? What would you find important, interesting, and valuable enough to keep you engaged in the events?

Our goal is for you to have valuable and pleasurable experiences. Your input on the conduct of the "virtual" work session and business meeting will help make this possible. **Please send your input to George J Boggs** at the email above or call him at (360) 815-5342. The earlier you provide this feedback, the more time we have to consider and structure the agendas.

To: District Chair
Re: WACD NW Area Meeting Invitation
Date: August 13, 2020

IMPORTANT DATES AND TIMES TO REMEMBER:

- **September 25th (Friday): Resolutions** and proposed changes to bylaws sent electronically to Whatcom CD at gboggs@whatcomcd.org on or before 2:00 PM; These will be assembled and emailed out to all chairs and district managers by 4:30 pm same day. If you cannot meet this deadline, then it will be up to you to distribute your proposals to the other districts in advance of the work session.
- **October 7th (Wednesday): Work Session** from 9:00 am to Noon;
- **October 21st (Wednesday): Business Meeting** starts at 8:00 am and ends on completion of business (but no later than 2:00 pm).

Thank you for your anticipated assistance in making this the best virtual experience ever. I look forward to seeing you all soon.

Sincerely,

A handwritten signature in black ink that reads "Heather Christianson". The signature is fluid and cursive, with the first name "Heather" and last name "Christianson" clearly legible.

Heather Christianson, Chair

Cc: Brandy Reed, Director of Strategic & Interagency Partnerships

SCOPE OF WORK AND BUDGET

Promoting Stormwater Benefits from Urban Canopy Cover in Puget Sound Phase II

All deliverables will be provided to the DNR Grant Manager, along with the associated invoice. Invoices submitted without supporting documentation will be held until documentation is provided.

An accomplishment report summarizing all project activities and outcomes must be submitted prior to, or with, the final invoice. The report must document the activities undertaken, barriers and lessons learned, and the deliverables and outcomes achieved. The report must include copies of all outreach materials created, including, but not limited to, pictures and maps. Final payment will be withheld until satisfactory acceptance of the report.

Purpose: The purpose of this Agreement is to provide Phase II follow-up assistance to 4 municipalities that participated in the project titled “*Promoting Stormwater Benefits from Urban Canopy Cover in Puget Sound*” (Project). The goal of the follow-up assistance is to promote understanding and use of Phase I project outcomes, tools and resources by the urban forestry and stormwater management programs of the 4 municipalities.

Phase I of the Project tested and verified iTree Hydro and the Western Washington Hydrology Model (WWHM) at 4 spatial scales in each municipality (Tacoma, Kent, Kirkland, Snohomish) to determine the most appropriate applications of these models and inform future investment in urban forestry and stormwater practices in the boundary of the municipalities and across the PS region. Phase I of the Project also included development of a Handbook to promote collaboration across urban forestry and stormwater professional sectors.

Phase II of the Project will provide follow-up technical assistance to increase the likelihood that Phase I outcomes, tools and resources are used by the urban forestry and stormwater programs of the 4 Phase I Project municipalities. Follow-up technical assistance will comprise a Phase I project-focused presentation and work session and up to 2 additional work sessions. Phase I project presentations will be customized for each municipality based upon the results of Phase I testing and analysis. The additional work sessions will explore opportunities to integrate the products with municipality urban forestry and stormwater programs. Presentations and work sessions will be co-developed and facilitated by core members of the Phase I Project team including the King Conservation District (KCD) and Plan-IT Geo. Presentations and work sessions with the City of Tacoma and the City of Snohomish will include the Pierce Conservation District and Snohomish Conservation District, respectively.

In parallel to Phase II of the Project, KCD will utilize “matching” funds to further collaborate with at least 7 of the 14 King County municipalities that participated in the KCD funded “*South King County Tree Canopy Assessment Initiative*” (Initiative). The municipalities that participated in the Initiative are in addition to the 4 Phase I Project municipalities. The goal of follow-up assistance to Initiative municipalities is to promote integration of stormwater runoff management priorities with municipality urban forestry programs by working with urban forestry program staff on understanding and using the Tree Canopy Assessment mapping resources and associated i-Tree Hydro analyses provided by KCD as a part of the Initiative deliverables.

Activity 1: Project Management and Coordination

Manage Phase II project; Coordinate staff and consultant resources; Prepare and submit vouchers, progress reports and final reports.

Task	Deliverable	Responsible Party	Completion Date	Cost
1A. Manage/ Coordinate Project	Project Completion	Brandy Reed, King Conservation District	March 30, 2022	3,988.64
1B. Prepare and Submit Progress/ Final Reports	Bi-annual Progress Reports and Final Report	Brandy Reed, King Conservation District	December 31, 2020; June 30, 2021; December 31, 2021; March 30, 2022	1,480.21
1C. Prepare and Submit Vouchers	Bi-annual Vouchers	Brandy Reed, King Conservation District	December 31, 2020; June 30, 2021; December 31, 2021; March 30, 2022	498.58
Total				\$5,967.43

Activity 2: Outreach and Engagement to LSR Grant Phase I Project Municipalities

Coordinate with Phase I municipalities to schedule follow-up presentations on using PI Project resources; Develop and deliver custom presentation to each municipality based upon each municipality's PI Project modeling and outcomes; Coordinate with municipalities on integrating PI Project resources to achieve shared Urban Forest Program and Stormwater Program priorities. PI Project municipalities include Snohomish, Kirkland, Kent and Tacoma. Presentations will include a PowerPoint detailing municipality specific PI Project key messages, tools and outcomes and an associated Q&A work session to support participant understanding of municipality-specific PI Project content.

Task	Deliverable	Responsible Party	Completion Date	Cost
2A. Coordinate and Collaborate with Municipalities	4 PI Project Presentations Scheduled; 4-8 Project Work Sessions Scheduled	Urban Forest Stewardship Program Coordinator, King Conservation District	December 31, 2020	844.95
2B. Development and Facilitate PI Presentation/Work Session	4 Presentations Developed and Delivered	Brandy Reed, King Conservation District; Ian	April 30, 2021	25,930.74

		Hanou, Plan-IT Geo		
2C. Prepare and Facilitate UFH/Stormwater Project Planning Work Sessions	At least 4 and up to 8 Follow-up Project Planning Sessions Facilitated, One Project per Municipality Identified	Urban Forest Stewardship Program Coordinator, King Conservation District	April 30, 2021	8,929.17
Total				\$35,704.86

Activity 3: Outreach and Engagement to KCD Initiative Municipalities

Coordinate with municipalities that participated in the "KCD South King County Tree Canopy Assessment Initiative" to schedule follow-up presentations on using Initiative produced resources and tools; Develop and deliver custom presentations based upon individual municipality maps, tools and resources; Coordinate with municipalities on integrating Initiative tools and resources with municipality Urban Forest Programs. Initiative municipalities include all King County municipalities with geographies south of the I-90 corridor. Presentations will include a PowerPoint detailing municipality specific TCA and i-Tree Hydro-related mapping, tools and resources and an associated Q&A work session to support participant understanding of Initiative produced content.

Task	Deliverable	Responsible Party	Completion Date	Cost
3A. Coordinate and Collaborate with Municipalities	7 PI Project Work Sessions Scheduled; 7 Project Planning Work Sessions Scheduled	Urban Forest Stewardship Program Coordinator, King Conservation District	April 30, 2021	1,478.66
3B. Develop and Facilitate Initiative Presentations and Associated Work Sessions	7 PI Project Presentations Developed, 7 Associated Work Sessions Facilitated	Brandy Reed, King Conservation District; Ian Hanou, Plan-IT Geo	October 31, 2021	23,098.32
3C. Prepare and Facilitate UFH/Stormwater Project Planning Work Sessions	7 Follow-up Project Planning Sessions Facilitated, One Project per Municipality Identified	Urban Forest Stewardship Program Coordinator, King Conservation District	March 15, 2022	9,921.53
Total				34,498.51

BUDGET

The total budget is **\$76,170.79**. See the Scope of Work above for activity and task descriptions.

Activities	Personnel and Benefits	Travel	Supplies	Contractual	Cost	Match
Activity 1	5,967.43	0	0	0	\$5,967.43	\$1,347.46
Activity 2	\$12,984.86	0	0	\$22,720.00	\$35,704.86	\$7,549.61
Activity 3	\$20,761.01	0	0	\$13,737.50	34,498.51	\$34,498.51
Total					76,170.80	\$43,395.58

Personnel and Benefits	
Director of Strategic Partnerships. \$83.10/hr. Total hours on project 279. Project Management and implementation. Task 1a, 1b, 1c; Task 2b, 2c; Task 3b, 3c.	23,183.95
UFHM Program Coordinator. \$52.81/hr. Total hours on project 313. Project coordination and implementation. Task 1b; Task 2a, 2b, 2c; Task 3a, 3b, 3c.	16,529.35
Travel	
	0
Supplies	
	0
Contractual	
Plan-IT Geo Phase I presentation development and delivery and work session planning and support associated with task 2b.	36,457.50
Total	\$76,170.80
Matching Funds	
King Conservation District KCD Urban Forest Health Management Program funding for Task 3 activities	43,395.58
Total	\$43,395.58

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "Memorandum") is made by and between King Conservation District (hereinafter referred to as "District"), King County, through its Department of Natural Resources Water and Land Resources Division (hereinafter referred to as "King County"), WRIA 9 Watershed Ecosystem Forum (hereinafter referred to as "WRIA 9 WEF"), WRIA 8 Salmon Recovery Council (hereinafter referred to as "WRIA 8 SRC"), and Mid-Puget Sound Fisheries Enhancement Group (hereinafter referred to as "MSFEG") for the purpose of forming a cooperative and mutually beneficial partnership (Partnership) focused on achieving the various aims, goals and objectives relating to the Shore Friendly King County Program (the "Project"). The District, King County, WRIA 9 WEF, WRIA 8 SRC and MSFEG are referred to herein collectively as the "Parties" or individually as a "Party."

SECTION 1. RECITALS

1.1 WHEREAS District, through its strategic priorities and program of work, provides education, technical services and incentives to promote conservation and stewardship of marine nearshore resources on private property within the boundary of the District and has done so since 1997;

1.2 WHEREAS King County, [REDACTED];

1.3 WHEREAS WRIA 9 WEF and WRIA 8 SRC, [REDACTED];

1.4 WHEREAS MSFEG, is an independent non-profit created by the state of Washington to work collaboratively with people in the community to organize and implement projects that help recover declining salmon populations and has done so since 1991;

1.5 WHEREAS District, King County, WRIA 9 WEF, WRIA 8 SRC and MSFEG collaborated to advance funding proposals to support development and deployment of the Project whereby the Parties will support the Partnership to develop and deploy standard tools, systems and services in a collaborative and coordinated manner under a common Shore Friendly King County (SFKC) brand;

1.6 WHEREAS District, King County, WRIA 9 WEF, WRIA 8 SRC and MSFEG desire to enter into this Memorandum in which the Parties will work together to complete the Project; and

1.7 WHEREAS District, King County, WRIA 9 WEF, WRIA 8 SRC and MSFEG are desirous to enter into this Memorandum, setting out the working arrangements that each of the Parties agree are necessary to complete the Project.

SECTION 2. AGREEMENT

2.1 Purpose - This Memorandum provides the basic framework for the Project between the Parties. Subsequent to the execution of this Memorandum, the Parties contemplate that they may enter into individual Technical Services Agreement that will identify in more detail the services, responsibilities and funding goals and commitments of each Party relating to the Project.

2.2 Aims, Goals and Objectives of the Parties - The Parties acknowledge and agree that no binding contractual relationship is created between them by this Memorandum. However, the Parties agree to work together in the true spirit of a cooperative and mutually beneficial partnership to ensure that there is a united, visible and responsive leadership of the Project and to demonstrate the Parties' financial, administrative and managerial commitment to the Project by means of the following individual activities.

2.3 Cooperation - The activities for the Project shall include, but are not limited to:

a. District: Grant management; Project management; Shore Friendly King County Collaborative (Collaborative) formation, coordination/facilitation and participation; and Project participation. Grant management includes [REDACTED]. Project management includes [REDACTED]. Collaborative coordination and facilitation include planning, hosting and facilitating Collaborative meetings and identifying and coordinating Collaborative-based Project activities. Collaborative participation includes participation in Collaborative meetings and participation in other Collaborative-based Project activities and communications when needed outside of Collaborative meetings. Project participation includes supporting and contributing to development of a Project geo-database and system to prioritize parcels for strategic engagement; leading development and implementation of a Homeowner Engagement Strategy; collaborating on development and delivery of standardized and branded Technical Assistance Site Visits, including resource assessments and site visit reports; delivering Technical Assistance, including performing site assessments, identifying armor removal opportunities, and designing shoreline armor removal projects; assisting homeowners on applying for permits, accessing and securing financial incentives, and implementing projects; and leading development of KCD LIP and WSCC applications for armor removal cost-share funding.

b. King County: Collaborative participation and Project participation. Collaborative participation includes participation in Collaborative meetings and participation in other Collaborative-based Project activities and communications when needed outside of Collaborative meetings. Project participation includes supporting and contributing to development of a Project geo-database and system to prioritize parcels for strategic engagement; supporting and contributing to development of a Homeowner Engagement Strategy; collaborating on development and delivery of standardized and branded Technical Assistance Site Visits, including resource assessments and site visit reports; delivering Technical Assistance, including performing site assessments, identifying armor removal opportunities, and designing shoreline

armor removal projects; assisting homeowners on applying for permits, accessing and securing financial incentives, and implementing projects.

c. WRIA 9 WEF & WRIA 8 SRC: Collaborative participation and Project participation. Collaborative participation includes participation in Collaborative meetings and participation in other Collaborative-based Project activities and communications when needed outside of Collaborative meetings. Project participation for WRIA 9 WEF includes coordinating development of a Project geo-database and system to prioritize parcels for strategic engagement; supporting and contributing to development of a Homeowner Engagement Strategy; collaborating on development and delivery of standardized and branded Technical Assistance Site Visits, including resource assessments and site visit reports; and collaborating on identifying armor removal projects, applying for permits, accessing financial incentives, and implementing projects. WRIA 8 SRC may participate in the prior depending on availability and interest.

d. MSFEG: Collaborative participation and Project participation. Collaborative participation includes participation in Collaborative meetings and participation in other Collaborative-based Project activities and communications when needed outside of Collaborative meetings. Project participation will includes supporting and contributing to development of a Project geo-database and system to prioritize parcels for strategic engagement; supporting development and implementation of a Homeowner Engagement Strategy; collaborating on development and delivery of standardized and branded Technical Assistance Site Visits, including resource assessments and site visit reports; delivering Technical Assistance, including performing site assessments, identifying armor removal opportunities, and designing shoreline armor removal projects; and assisting homeowners on applying for permits, accessing and securing financial incentives, and implementing projects.

e. Additional Participants: Additional parties may elect to join the Partnership in the future. New participants may evidence their support for the Partnership and the Project by entering into an amendment to this Memorandum which much be approved by the new participants and all other Parties.

2.4 Resources - The Parties will endeavor to have final approval and secure any financing necessary to support the following described activities or commitments.

- a. District agrees to provide the following financial match and grant funded material and labor resources in support of the Project:
 1. Matching funds will support on-going marine shoreline program implementation with Category 1, Category 2, and Category 3 homeowners and marine shoreline homeowner cost-share agreements administered through the District Marine Shorelines Program and Landowner Incentive Program, respectively.
 2. Technical and engineering staff resources will be made available to deliver grant funded Project services to homeowners as assigned and participate in grant funded Collaborative meetings and activities to develop and deploy

- standard tools, systems and services in a coordinated manner under the SFKC brand.
3. Other staff resources will be made available to lead, coordinate and manage grant funded Project requirements and deliverables associated with WA Department of Fish and Wildlife Shore Friendly Program and Habitat Strategic Initiative Lead funding.
- b. King County agrees to provide the following financial match and grant funded material and labor resources in support of the Project:
 1. Matching funds will support on-going marine shoreline program implementation with Category 1, Category 2, and Category 3 homeowners.
 2. Technical staff resources will be made available to deliver grant and match funded Project services to homeowners as assigned and participate in grant and match funded Collaborative meetings and activities to develop and deploy standard tools, systems and services in a coordinated manner under the SFKC brand.
 - c. WRIA 9 WEF agrees to provide the following financial match and grant funded material and labor resources in support of the Project:
 1. Matching funds will support development of a Shore Friendly King County geo-database.
 2. Technical staff resources will be made available to participate in grant and match funded Collaborative meetings and activities to develop and deploy standard tools, systems and services in a coordinated manner under the SFKC brand.
 - d. MSFEG agrees to provide the following financial match and grant funded material and labor resources in support of the Project:
 1. Matching funds will support marine shoreline program implementation with Category 1, Category 2, and Category 3 landowners, design and engineering services to private landowners, printing and mailing of landowner outreach materials, and homeowner mini grants for armor removal and shoreline enhancement projects.
 2. Technical staff resources will be made available to deliver grant funded Project services to homeowners as assigned and participate in grant and match funded Collaborative meetings and activities to develop and deploy standard tools, systems and services in a coordinated manner under the SFKC brand.

2.5 Communication Strategy - Marketing of the vision and any media or other public relations contact related to the Partnership should always be consistent with the aims, goals and objectives of the Project and undertaken by coordination of the Parties. A spirit of open and transparent communication should be adhered to. Coordinated communications should be made with external organizations to elicit their support and further the aims of the Project.

SECTION 4. UNDERSTANDING

4.1 Understanding - It is mutually agreed upon and understood by and among the Parties to this Memorandum that:

- a. The Parties support the goals and objectives of the Project.
- b. Each Party will work together in a coordinated fashion for the fulfillment of the Project.
- c. To the extent possible, each Party will participate in the development of the Project.
- d. This Memorandum does not restrict any Party from participating in similar agreements with other public or private agencies, organizations, and individuals.
- e. Nothing in this Memorandum shall obligate any Party to the expenditure of funds.
- f. This Memorandum is not intended to and does not create any obligation between the Parties.
- g. This Memorandum will be effective upon the signature of all Parties and may be amended when agreed to in writing by all Parties.
- h. Any Party may terminate its participation in this Memorandum by providing written notice to the other Parties. The termination shall be effective immediately upon issuance of notice to the other Parties.

4.2 Term - The term of this Memorandum shall be effective as of October 1, 2019 and remain in effect until December 31, 2022. The term can be extended by agreement of all the Parties.

4.3 Signatories - This Memorandum shall be signed on behalf of the District by Burr Mosby, Board Chair; on behalf of King County by Josh Baldi, its Division Director; on behalf of the WRIA 9 WEF by [REDACTED] its [REDACTED]; on behalf of the WRIA 8 SRC by [REDACTED] its [REDACTED]; and on behalf of MSFEG by Jeanette Dorner, its Executive Director. Each of these signatories represent that they have the authority to enter into this Memorandum.

King Conservation District
By Burr Mosby, Chair of the Board of Supervisors

Dated _____

King County Department of Natural Resources Water and Land Resources Division
By Josh Baldi, Division Director

Dated _____

WRIA 9 Watershed Ecosystem Forum

By _____, _____

Dated _____

WRIA 8 Salmon Recovery Council

By _____, _____

Dated _____

Mid-Sound Fisheries Enhancement Group

By Jeanette Dorner, Executive Director

Dated _____