

**KING CONSERVATION DISTRICT
BOARD OF SUPERVISORS MEETING**

March 14th, 2022

5:00 PM to 7:00 PM – via Teleconference Only

Zoom Link: <https://zoom.us/j/95893176590>

Call In Number: (253) 215-8782

Meeting ID: 95893176590

Meeting Agenda

Call to Order

- | | |
|---|--------------------------|
| 1. Preliminary Matters | 5:00 PM – 5:05 PM |
| a) Introductions | |
| b) Additions or Corrections to the Agenda | |
| c) Adoption of the Board Agenda | |

- | | |
|--------------------------|--------------------------|
| 2. Consent Agenda | 5:05 PM – 5:10 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 Supervisor.

- a) Board Minutes
 - 1. 02/08/22 KCD Advisory Committee Meeting
 - 2. 02/15/22 KCD Board of Supervisors Meeting
 - 3. 02/28/22 KCD Grant Subcommittee Meeting
- b) Member Jurisdiction Grant Applications
 - 1. AI 22-008: City of Bellevue KEPT (Kids Environmental Project Training) Program – Saavedra

- | | |
|--------------------------|--------------------------|
| 3. Public Comment | 5:10 PM – 5:15 PM |
|--------------------------|--------------------------|

- | | |
|--|--------------------------|
| 4. Reports | 5:15 PM – 5:30 PM |
| a) Executive Director – Méndez-Perez | |
| b) Board of Supervisors | |
| c) Washington Federation of State Employees (WFSE) | |

- | | |
|---|--------------------------|
| 5. Advisory Committee | 5:30 PM – 5:50 PM |
| a) Guests: Councilmember Brenda Fincher, City of Kent, Advisory Committee Chair and Mike Lufkin, King County, Advisory Committee Vice Chair | |
| b) Tahmina Martelly/Advisory Committee Urban Resident Alternate Seat – Dostal | |

- | | |
|---|--------------------------|
| 6. Presentations | 5:50 PM – 6:10 PM |
| a) 2022 Election Report – Dostal | |
| b) Riparian Habitat Stewardship Programs and Services – Meisinger | |

- | | |
|--|--------------------------|
| 7. Finance | 6:10 PM – 6:30 PM |
| a) AI 22-009: January 2022 Financials and Check Register – Reed | |
| b) AI 22-010: CD-Calc Financial Services Contract Amendment – Méndez-Perez | |
| c) Financial System Improvements Update – Lewis | |
| d) Comprehensive Fiscal Policy Update – Lewis | |

**KING CONSERVATION DISTRICT
BOARD OF SUPERVISORS MEETING**

March 14th, 2022

5:00 PM to 7:00 PM – via Teleconference Only

Zoom Link: <https://zoom.us/j/95893176590>

Call In Number: (253) 215-8782

Meeting ID: 95893176590

Meeting Agenda

8. New Business

6:30 PM – 7:00 PM

- a) AI 22-012: LIP Cost-share Rate Inflation Adjustment – Redmond
- b) AI 22-013: Compensation & Classification Study Contract – Lewis
- c) AI 22-014: DEI/Strategic Planning – Méndez-Perez
- d) AI 22-015: Setting Wildfire Cost-Share Rates – Axe
- e) AI 22-016: JL Lassiter Human Resources Services Contract – Lewis
- f) AI 22-017: RFS Strategic Initiative Grant Proposal – Embleton
- g) Board Retreat Update

Consent Agenda

KING CONSERVATION DISTRICT

Advisory Committee Meeting Minutes

February 8th, 2022

Committee Members Present: ~~Councilmember Kelli Curtis – City of Kirkland~~, Councilmember Victoria Hunt – City of Issaquah, Councilmember Vanessa Kritzer – City of Redmond, Kirstin Haugen – KCD Supervisor, ~~Councilmember Amy McHenry – City of Duvall~~, Jake Tracy – King County Council, Jeff Boyce – Rural Forest Commission, Sharon Lerman – City of Seattle, ~~Michael Lufkin – King County~~, , Heather Trim, Councilmember Brenda Fincher – City of Kent; Kirstin Haugen, Cara Christensen- City of Snoqualmie , Kazia Mermel – Sound Cities Association, Rachel Konrady – City of Kirkland, Peter Holte – City of Redmond, Howard Langeveld, Tahmina Martelly-ESJ seat, Valerie O’Halloran- City of Renton , Cheryl Paston City of Bellevue

Other Attendees Present: Mark Dostal – KCD Staff, Rosa Méndez-Perez – KCD Executive Director, Lorna Miss – KCD Staff, Erin Reed – Your Part-time Controller, Kathryn Lewis – KCD Staff, Laura Redmond – KCD Staff, Brittney Bush-Bollay - KCD Board

Preliminary Matters:

The meeting was called to order at 10:03 AM. All attendees introduced themselves.

Public Comment:

There was no public comment.

Executive Director Report:

Rosa Méndez-Perez provided her Executive Director Report update and introduced Queniya Lassiter KCD’s new HR contracted employee. The Executive Director Report included updates on the approved 2022 Budget, KCD’s hiring process for 2022 that began with the HR hire, and that KCD has out an RFP for a consultant to assist KCD with strategic planning and diversity and equity training. Members requested a final copy of the 2021 financial reporting for the April Advisory Committee meeting. KCD stated it would provide links to the posted positions, RFP announcement, and 2022 approved budget.

2022 Advisory Committee Work Plan:

KCD took feedback from the Advisory Committee on priorities it would like to set for 2022. Topics identified during the meeting included financial reporting and transparency, performance measures and outcomes tracking, climate change, stormwater road runoff, committee structure, report-outs on grants, planning deep dives into conservation topics of interest to committee members, equity of services including how renters are served by KCD, raising the KCD profile, KCD strategic plan and interlocal agreement renewal, and legislative engagement.

Member Jurisdiction Program Advisory Committee Work Plan:

Page 2 of 2
King Conservation District
Advisory Committee Meeting
February 8th, 2022

The Advisory Committee agreed to form a working group to review KCD's Member Jurisdiction Grants program in regards to equity and evaluation requirements and considerations for grantees and provide recommendations on potential changes to the program's intake process. The Seattle Community Partnership Grants program between KCD and the City of Seattle was provided as an example of built-in equity requirements for KCD grants. Work group volunteers were Sharon Lerman, Kirstin Haugen, Vanessa Kritzer, Tahmina Martelly, Victoria Hunt, and Sarah Reyneveld.

Financial Update:

Erin Reed provided an update of financial process changes for 2022 including moving to a timesheet systems run by Pay Northwest and finalizing moving all KCD financials to QuickBooks. A 2021 Year-End Financial Statement will be available for the April Advisory Committee meeting. Quarterly updates will be provided after that.

Staff Presentations:

Laura Redmond presented an overview of the Landowner Incentive Program (LIP) including program functions, cost-sharing's importance to overcoming barriers for conservation practice implementation, how projects are chosen, and how funding is awarded.

Kirstin Haugen gave an Elections Reform Update, discussing the two bills introduced in the 2022 Legislature. One bill (1910) died in committee, and the other (1652) had an amendment added (annual financial reporting for those districts that go on the ballot) and is moving forward.

Mark Dostal talked about the KCD Board Election, noting that getting press coverage was extremely disappointing, but we are close to the 2021 voting numbers and could pass our record.

The meeting adjourned at 11:42 AM.

Authorized Signature

Date

KING CONSERVATION DISTRICT

Board of Supervisors Meeting Minutes

February 15th, 2022

1 **Supervisors Present:** Kirstin Haugen – Chair, Chris Porter – Vice Chair, Bill Knutsen –
2 Supervisor, Brittney Bush Bollay – Supervisor, Burr Mosby – Supervisor

3 **Guests Present:** Jean Fike – WSCC, Alan Chapman – WACD, Carmela Ennis –
4 King County Council, Jeff Schibel –LCCD

5 **Staff Present:** Lorna Miss, Jessica Saavedra, Elizabeth Clark, Kathryn Lewis, Rosa Méndez-
6 Perez, Carrie King, Mark Dostal, Jessica Saavedra, Nikki Wolf, Erin Reed, Queniya Lassiter,
7 Jason Saura

8 **Preliminary Matters:**

9 Chair Haugen called the meeting to order at 5:00 PM. All attendees introduced themselves.

10 Chair Haugen asked for any additions or corrections to the agenda.

11 Amendment: Advisory Committee Chair and Vice Chair will attend the March Board
12 Meeting.

13 **Porter moved; Mosby seconded, passed unanimously a motion to approve the amended**
14 **agenda (5 ayes, 0 nays).**

15 **Bush-Bollay moved; Porter seconded, passed unanimously a motion to approve the**
16 **consent agenda (5 ayes, 0 nays).**

17 **Public Comment:** There was no public comment.

18

19 Rosa Méndez-Perez introduced Queniya Lassiter, the new Human Resources Consultant.
20 Rosa also introduced newest KCD member Jason Saura to the forestry program.

21 **Reports:**

22

23 Executive Director Méndez-Perez provided a monthly report to the Board. A detailed letter
24 was provided in the Board packet.

25 Porter announced that the second vaccination clinic will be held at the KCD office tomorrow,
26 February 16th, 2:00 PM – 6:00 PM. The clinic is open to the public.

27 Haugen indicated that Board evaluations will be happening soon.

28 Jessica Saavedra and Nikki Wolf provided an update for WFSE, including quarterly union
29 and management meetings and union involvement with the current hiring and budgeting

Page 2 of 3
Board of Supervisors Meeting Minutes
February 15th, 2022

processes. The WFSE bargaining team is Wolf, Saavedra, and Mike Lasecki. Discussion of the mandatory vaccine policy is underway.

Bush-Bollay moved; Mosby seconded, passed unanimously a motion to approve the appointment of Sarah Reyneveld as Urban Resident to the Advisory Committee (5 ayes, 0 nays).

Finance:

Erin Reed presented the December 2021 financials and check register.

Knutsen moved; Mosby seconded, passed unanimously a motion to approve the check register for December 2021(5 ayes, 0 nays).

Mosby moved; Porter seconded, passed unanimously a motion to approve the financials for December 2021(5 ayes, 0 nays).

Kathryn Lewis presented AI 22-006 2022 Budget Amendment #2.

Bush-Bollay moved; Porter seconded, passed unanimously a motion to approve AI 22-006 2022 Budget Amendment #2 (5 ayes, 0 nays).

Lewis presented AI 22-007 Proposed Draft Accounts Payable Policy for first reading.

Presentations:

Lewis gave a presentation on implementing the new accounting system.

New Business:

Embleton was unable to attend meeting. RFS Strategic Initiative Grant Proposal from KCDNRP will be moved to the next Board Meeting.

Unfinished Business:

Bush-Bollay moved; Porter seconded, passed unanimously a motion to approve the appointment of Supervisor Burr Mosby and Supervisor Chris Porter to the KCD Staff LIP Policy Review Subcommittee (5 ayes, 0 nays).

Queniya Lassiter, new Human Resources Consultant, introduced herself to the Board.

Mark Dostal gave an update on the 2022 Board election. King County Elections is anticipating over 10,000 votes cast. Preliminary results were sent to the candidates. Kirstin Haugen is the projected winter.

There was no more business before the Board.

Mosby moved; Porter seconded, passed unanimously a motion to adjourn the meeting at 6:16 PM (5 ayes, 0 nays).

Authorized Signature

Date

Summary of Motions

Porter moved; Mosby seconded, passed unanimously a motion to approve the amended agenda (5 ayes, 0 nays).

Bush-Bollay moved; Porter seconded, passed unanimously a motion to approve the consent agenda (5 ayes, 0 nays).

Bush-Bollay moved; Mosby seconded, passed unanimously a motion to approve the appointment of Sarah Reyneveld as Urban Resident to the Advisory Committee (5 ayes, 0 nays).

Knutsen moved; Mosby seconded, passed unanimously a motion to approve the check register for December 2021(5 ayes, 0 nays).

Mosby moved; Porter seconded, passed unanimously a motion to approve the financials for December 2021(5 ayes, 0 nays).

Bush-Bollay moved; Porter seconded, passed unanimously a motion to approve AI 22-006 2022 Budget Amendment #2 (5 ayes, 0 nays).

Bush-Bollay moved; Porter seconded, passed unanimously a motion to approve the appointment of Supervisor Burr Mosby and Supervisor Chris Porter to the KCD Staff LIP Policy Review Subcommittee (5 ayes, 0 nays).

Mosby moved; Porter seconded, passed unanimously a motion to adjourn the meeting at 6:16 PM (5 ayes, 0 nays).

KING CONSERVATION DISTRICT

Board of Supervisors

Grant Subcommittee Meeting

Meeting Minutes

Monday, February 28th, 2022

1 **Supervisors Present**, Burr Mosby, Brittney Bush Bollay, Bill Knutsen, Chris Porter

2 **Associate Supervisors Present:** None.

3 **Guests Present:** None

4 **Staff Present:** Jessica Saavedra, Rosa Méndez-Perez

5 Meeting called to order at 5:00 pm by Burr Mosby.

6 **Preliminary Matters:** Supervisors and staff present introduced themselves.

7 **Mosby moved, Knutsen seconded, unanimously passed a motion of adopt the agenda.**

8 There wasn't public comment.

9 **Member Jurisdiction Grant Program Items**

10 **Updates & Discussion**

11 Saavedra showed the subcommittee the list of grant applications submitted to the 2022 KCD-
12 Seattle Community Partnership Grant Program on February 4th, 2022. Saavedra stated that there
13 were 35 applications submitted. Two applications were ineligible for Seattle funding because they
14 take place in Bellevue and Kent. Saavedra is working with those applicants to connect them with
15 city contacts and other funding opportunities. She said the total amount of funding requested is
16 \$2,440,719. While there is approximately \$744,000 available, which is double than previous years,
17 only approximately 9-10 proposals will be funded.

18 Porter offered to help create a map that shows the distribution of the applications across Seattle
19 using the zip code of the project location. Saavedra sent him the list of projects with the project
20 location and organization zip codes.

21 Saavedra displayed a table of the types of agricultural equipment that both the Regional Food
22 System and Member Jurisdiction grant programs have funded and discussed the need for an
23 additional equipment policy listing specific types of equipment KCD will fund. Mosby offered to
24 help work on the table and further categorize the list of equipment. Knutsen asked about KCD's
25 liability with equipment. Saavedra said that there are provisions for this in the grant agreement and
26 a new paragraph was added related to equipment as well. The group agreed to take this issue up
27 again at the next meeting.

KING CONSERVATION DISTRICT

Board of Supervisors

Grant Subcommittee Meeting

Meeting Minutes

Monday, February 28th, 2022

28 Applications:

29 **Knutsen moved, Mosby seconded, unanimously passed a motion to recommend the Member**
30 **Jurisdiction grant application from City of Bellevue for the Bellevue Well KEPT 2022**
31 **project for approval at the next Board of Supervisors meeting.**

32 Amendments - none

33 Close outs

34 Mosby asked if there is map showing the movement of eel grass over time. Saavedra said she
35 would look in the full report. Saavedra received copies of the dive survey video in the mail.

36 **Knutsen moved, Bush Bollay seconded, unanimously passed a motion to close the Anchor**
37 **QEA Seahurst Park Phase 2 Post-Construction Eelgrass Survey 2021 grant agreement.**

38 Embleton was not able to attend, and Regional Food System Grant Program items on the agenda
39 were not addressed.

40 **Knutsen moved, Mosby seconded unanimously passed a motion to adjourn the meeting at**
41 **5:57 pm**

42

43

44 Authorized Signature

Date

King Conservation District Board of Supervisors Meeting

Agenda Action Briefing/Report

Meeting Date: March 14th, 2022

AI 22-008

SUBJECT: AI 22- 008

- Motion to approve the Member Jurisdiction grant application from the City of Bellevue for the Bellevue Well KEPT 2022 project

FISCAL IMPACT

- The applicant is requesting \$70,847.00 from 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
 - Direct Improvement of Natural Resources
 - Education and Outreach

STAKEHOLDER INTERESTS

- This program lost funding in 2020 and is seeking funding from KCD to keep this youth education and job training program going.

BACKGROUND

- The grant subcommittee reviewed this application at their February 28th, 2022 meeting and did not voice any concerns. Porter asked if only Bellevue residents were allowed to participate. The program is geared toward Bellevue youth. If there is room non-Bellevue residents may be considered. Knutsen asked about the timing of their equipment purchase at the end of the season. Since this is a summer program that's when they may need additional equipment.

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 \$70,847.00 from KCD-Bellevue Member Jurisdiction funds for the City of Bellevue Well KEPT 2022 project

Bellevue Well KEPT 2022

Member Jurisdiction Grant Program

Bellevue

Jammie Kingham
Attn: Service First
PO Box 90012
Bellevue, WA 98009-9012

O: 425-452-6800

Curtis Kukal

Bellevue Parks & Community Services – Lewis
Creek Visitor Center
PO Box 90012
Bellevue, WA 98009

Ckukal@bellevuewa.gov
O: 425-452-4195

Application Form

Summary Information

Project Title*

Bellevue Well KEPT 2022

Project Description - Short*

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

Grant funding for the 2022 season of the Bellevue Well KEPT (Kids Environmental Project Training) program.

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.

\$70,847.00

Total Project Cost*

\$70,847.00

Total Matching Funds (optional)

\$0.00

Project Start Date*

03/01/2022

Project End Date*

10/01/2022

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 - Bellevue Well KEPT Crews operate throughout the Bellevue Park & Open Space System

Jurisdiction

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

[Unanswered]

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.

0

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.

0

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.

For 33 years, Bellevue Parks & Community Services' Well KEPT Program has invested in our city's future by providing valuable opportunities to Bellevue youth while delivering exceptional services to the public. The Well KEPT program is a summer youth employment opportunity offered through the Bellevue Parks' Natural Resource Division. The program is designed to provide Bellevue youth with education, job skills, and career development training in the field of park resource management.

The work crew focuses on parkland restoration and maintenance. Typical projects include noxious weed management, forest enhancement activities, trail construction and renovation, agricultural projects, and

wetland restoration. Well KEPT combines on-the-job work experience with environmental education and career development to instill strong self-esteem, good work habits, and sound environmental ethics. Trainees develop and strengthen technical experience related to natural resource best management practices, trail construction techniques, and agriculture.

In 2020, during a difficult budget cycle, funding for the Well KEPT program was cut. The 2021 was funded King County, but future seasons are currently unfunded.

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.

Pre-Season Administration & Preparation: March 1 to June 28, 2022

- Recruit, interview, hire, onboard, and train x2 crew leads (Seasonal PBEs)
- Recruit, interview, hire, and onboard x10 student interns (Seasonal PBEs)
- Select and scope crew work project(s) for summer
- Coordinate program logistics (vehicles, technology needs, uniforms, etc.)
- Prepare tools and order materials as needed
- Schedule ~x8 educational workshops for student interns

Well KEPT Crew Season: June 29 to August 19, 2022

- Train x10 student interns
- Complete crew work project(s)
- Host ~8 educational workshops for student interns
- Collect project outcome(s) data

Post-Season Administration: August 22 to October 1, 2022

- Organize and analyze project outcome(s) data
- Organize and compile project notes, maps, daily work logs, etc.
- Prepare a program memo for the Parks & Community Services Board
- Organize, inventory, service, and purchase new tools as needed
- Separate all seasonal employees

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!

KCD-Member-Jurisdiction-Grant-Program-Application-Budget-Form_Bellevue Well KEPT 2022_FINAL SUBMITTED.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

You must select at least one natural resource improvement action, otherwise your application is not eligible. However, 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?

No

Project Type*

Agriculture, Urban
Education
Forestry, Urban

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.

Curtis Kukal for the City of Bellevue, WA

Title

Park Ranger & Environmental Programs Coordinator

Date*

01/26/2022

File Attachment Summary

Applicant File Uploads

- KCD-Member-Jurisdiction-Grant-Program-Application-Budget-Form_Bellevue Well KEPT 2022_FINAL SUBMITTED.xlsx



Member Jurisdiction Grant Program

Grant Application Project Budget Form

Promoting sustainable uses of natural resources
through responsible stewardship

Project Name	Bellevue Well KEPT 2022		
Applicant	Bellevue Parks & Community Services - Natural Resource Division		
Contact	Curtis Kukal		
Mailing Address	Attn: Lewis Creek Visitor Center, PO Box 90012, Bellevue, WA 98009		
E-mail	Ckukal@BellevueWA.gov	Project Start Date:	~March 1, 2022
Phone	425-452-4195	Project End Date:	~October 1, 2022

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	\$60,000			\$60,000
New & replacement tools	\$2,000			\$2,000
Uniforms, protective gear, etc.	\$2,000			\$2,000
Office supplies	\$250			\$250
Mobile phone service - 2 phones for 3 months ea	\$500			\$500
Recruitment - Job postings	\$250			\$250
Long-Term Rental Vehicle(s) & Fuel - 8 Passenger Van *	\$1,300			\$1,300
Long-Term Rental & Fuel - 4 Passenger Truck **	\$4,547			\$4,547
Other: (specify)				\$0
Other: (specify)				\$0
TOTAL	\$70,847	\$0	\$0	\$70,847

Total Project Cost	\$70,847
Total Match	\$0
Amount of KCD Funding Requested	\$70,847
Match Percentage	0%

Footnotes:

* \$1,300 per month x 1 month

** \$1,515.50 per month x 3 month

Reports

**KING CONSERVATION DISTRICT
BOARD OF SUPERVISORS**

TO: BOARD OF SUPERVISORS

FROM: ROSA MENDEZ-PEREZ

SUBJECT: EXECUTIVE DIRECTOR REPORT

DATE: MARCH 14TH, 2022

CC: LORNA MISS

Below are highlights of our work over the last month.

- Hiring
 - We received many strong candidates for the Finance Coordinator position and interviews are being held this week.
 - The Executive Assistant position is moving to the review and interview phase.
 - We posted new employment opportunities including:
 - Director of Finance & Administration
 - Senior Director of Stewardship Programs

Both positions are open continuous as we source for great candidates.

- Finance and Administration
 - The Request for Proposal for a Classification and Compensation Study closed on February 25th. This project includes a comprehensive study of positions, classifications, and total compensation. Compensation Connections, LLC is the selected proposal.
 - The Request for Proposal for a consultant to assist with our strategic planning process and diversity and equity trainings closed on February 25th. Four responsive submissions are under review and we look forward to bringing you the selected proposal.
 - We are continuing to develop new policies related to best practices for our accounts payable, receivables, and other areas of finance.
- Program Updates
 - The KCD Native Plant Sale was held Saturday, March 12 & 13. This sale set a record revenue for KCD and distributed more than 60,000 native plants. Our

WCC crew and many of the KCD team volunteered to help with packing and distribution including over the weekend to help our plant sale be a success.

- The Riparian Team and the WCC crews are wrapping up planting season and plant propagation activities as well as plant order packing and distribution for the bareroot plant sale. The Shore Friendly King County Collaborative has identified 8 potential Puget Sound Shoreline armor removal projects through outreach and technical assistance activities and have secured a consultant to do initial feasibility assessments. Our goal is for 12 conceptual plans and 2 permitted projects by June 2023.
- The Farm Team is continuing to meet targets for farm plans, site visits, and technical assistance. We are working on ideas for Farm Tours, webinars, and other educational opportunities for 2022. We are also scheduling and delivering farm equipment.
- The Forest Team is working with the Shorelines team to put together a small works public roster, in advance of implementing an NRI-funded pilot project to provide follow-up brush management to past LIP participants. Post-service evaluations were sent out to cooperators who received wildfire resiliency assistance. We look forward to hearing people's feedback. Recruitment has begun for a term-limited employee to support urban forest projects in Tukwila and Burien and preliminary meetings have been held with all the cities that are having their tree canopy assessments updated.

Thank you,

Rosa Méndez-Perez
Executive Director

Presentations

2022 KCD Board Election Post-Election Summary Memo

Results

The 2022 KCD Board Election finished on February 8, 2022 at 8:00pm. KCD had its highest turnout on record with 10,001 ballots counted. Kirstin Haugen won the election with 70.49% of the vote. KCD's total turnout is 0.75% of eligible voters. Election results can be found below under Election Results. 99.3% of ballots returned were tabulated with 70 total ballots challenged by King County Elections and not tabulated. More information on ballots can be found below on the King County Canvassing Board Election Summary Report. This information is available on KCD's website at kingcd.org/elections.

Certification

KCD materials have been submitted to WSCC for review and certification at their May meeting.

Election Debriefs

KCD has debriefed with our 2022 election partners King County Elections and Democracy Live to identify areas for improvement and timelines for the 2023 election. General agreement from partners was that the 2022 election went well with a few areas for improvement in communications between the partners and in pre-election technology testing.

Election Outreach

The 2022 election saw an increase in coverage from member jurisdictions including city newsletters, social media accounts, and elected officials. Earned media was more difficult to get than in previous years with several major outlets admitting they were unlikely to carry KCD election notices. KCD did get coverage in major outlets like the Seattle Times and King5 late in the voting window, but further efforts are needed to ensure adequate election coverage. During the election period January 18, 2022 through February 8, 2022 an estimated 27,000 users visited the KCD website. Results from the Groundswell campaign can be found below on the Voter Outreach Campaign Report.

Election Budget

KCD's current election budgeting includes using both rates and charges funds and spending down the election reserve account over the course of the 2020-2024 ILA. Projected expenses for elections in the current ILA will need to be updated with costs from 2022. Likewise, any additional changes to the KCD Board Election need to include considerations of costs. Current elections budgeting

The 2021 election cost was ~\$360,000 not including staff time. The 2022 election spending was also ~\$360,000 not including staff time. Going forward with the same election setup, KCD should anticipate a 5% increase in costs. The largest current election cost is outreach at ~\$230,000. Increases in voter turnout, additional election services, and additional outreach are the primary drivers in increased costs.

2023 Election and Potential Changes

Conservation District election reform efforts were not passed at the 2022 Washington State Legislature. The 2023 KCD Board Election will proceed under the same general approach in partnership with King County Elections and Democracy Live. Potential changes for the 2023 Board Election need to be brought up with the Elections Manager early in 2022 to provide time for review and implementation.

Position #3 currently held by Councilmember Chris Porter will be up for election in 2023. Appointed position #5 currently held by Councilmember Burr Mosby will be up for appointment in 2023.

2023 election planning will begin in May.

Election Results

February 08, 2022

Official Final Election Results



King Conservation District

KING CONSERVATION DISTRICT

Ballots Counted: 10,001

* Registered Voters: 1,332,448

0.75 %

Board of Supervisors Position No. 2

Dominique Torgerson	1,592	15.92 %
Tripp Williams	1,016	10.16 %
Barbara Roessler	327	3.27 %
Kirstin Haugen	7,047	70.49 %
Write-in	15	0.15 %

* Reflects the voter registration as of Election Day, February 08, 2022

**King County Canvassing Board
Election Summary Report
King Conservation District
February 8th, 2022 Election**

Election Summary

Active Registered Voters	1,332,448	As of February 8, 2022
Issued	1,332,448	All issued ballots, including re-issues
Total Ballots Returned	10,072	All returned ballots, including mail, provisional, and protected records
Ballots returned via USPS	56	Ballots returned using USPS
Ballots returned via Drop Box	13	Ballots returned using a drop box
Ballots returned via Electronic	10,003	Ballots returned using electronic portal
Verified	10,002	Signature is verified and ballot is on time
Opened	10,001	Verified ballots minus empty envelopes and Canvass Board rejects
Tabulated	10,001	All ballots cast

Statistical Percentages

Percentage of Ballots Returned where Ballot was Tabulated	99.30%	Tabulated / Returned
Percentage of Ballots Received Too Late	0.00%	Returned too late / Returned
Percentage of Ballots Received As Undeliverable	0.00%	Ballots Returned As Undeliverable / Total Mail Ballots Returned

Election Details

Line Item	Description	Sub-Totals	Totals	Comment
Ballots Issued (Total Mail +Total Provisional)			1,332,448	
1	Total Number of Mail Ballots Issued		1,332,448	Sum of line 1.1 and 1.2
1.1	Number of mail ballots issued through VoteWA system	1,332,448		Reported from VoteWA. Includes reissues. All ballots excluding provisionals
1.2	Number of mail ballots issued outside of VoteWA system	0		Confidential ballots
2	Total Number of Provisional Ballots Issued		0	Sum of lines 2.1 and 2.2
2.1	Number of Provisional ballots issued by King County	0		Includes OBMP ballots.
2.2	Number of Provisional ballots issued by other counties	0		

**King County Canvassing Board
Election Summary Report
King Conservation District
February 8th, 2022 Election**

Line Item	Description	Sub-Totals	Totals	Comment
Ballots Returned (Total mail +Total Provisional)			10,072	
3	Total Number of Mail Ballot Envelopes Returned		10,072	Sum of line 3.1 and 3.2
3.1	Number of mail ballot envelopes returned and reported in VoteWA	10,072		All mail ballots excluding undeliverables and confidentials
3.2	Number of mail ballots envelopes returned and not reported in VoteWA	0		Confidential ballots
4	Total Number of Provisional Ballots Returned		0	Reported from VoteWA
5	Total Number of Ballots Returned As Undeliverable		0	Not included in returns counts. For information purposes only.
Ballots Verified (Total Mail +Total Provisional)			10,002	
Ballots Challenged and Cancelled (Total Mail +Total Provisional)			70	
6	Total Number Mail Ballot Envelopes Verified and Accepted		10,002	Sum of line 6.1 and 6.2.
6.1	Number of Mail Ballots Verified and Accepted in VoteWA	10,002		Reported from VoteWA
6.2	Number of Mail Ballots Verified and Accepted but not in VoteWA	0		Confidential ballots
7	Total Number of Mail Ballot Envelopes Challenged	70		Total of VoteWA challenges and non VoteWA system rejects
7.1	ID Required - administrative	0		Ballots accounted for in VoteWA.
7.2	Miscellaneous Rejects - administrative	0		" "
7.3	No Signature on File - administrative	0		" "
7.4	Non-VoteWA System Rejects - administrative	0		Confidential ballots
7.5	Other than voter - administrative	0		Ballots accounted for in VoteWA.
7.6	Signature Does Not Match - signature	69		" "
7.7	Too Late	0		" "
7.8	Unsigned - signature	1		" "
7.9	Voter Name Change - signature	0		" "
7.10	Witness Signature Missing - signature	0		" "
8	Total Number of Provisional Ballots Verified and Accepted		0	
9	Total Number of Provisional Ballots Challenged	0		

**King County Canvassing Board
Election Summary Report
King Conservation District
February 8th, 2022 Election**

Line Item	Description	Sub-Totals	Totals	Comment
Ballots Opened and Sent to Tabulation (Total Mail +Total Provisional)			10,001	
10	Total Mail Ballots Opened and Sent to Tabulation		10,001	Line 6 (VoteWA) minus (Lines 10.1 + 10.2 + 10.3)
10.1	Mail Ballot Empty Envelopes	0		Tracked in Opening
10.2	Electronic Empty Envelopes	1		Tracked in Ballot Review
10.3	Ballots Rejected (credit not removed in VoteWA)	0		Accounted for in Canvassing Board Records. Tracked in Ballot Review
11	Total Provisional Ballots Opened and Sent to Tabulation		0	Line 8 (VoteWA) minus (Lines 11.1 + 11.2)
11.1	Provisional Ballot Empty Envelopes	0		Tracked in Ballot Review
11.2	Provisional Ballots Rejected by Canvassing Board (credit not removed in VoteWA)	0		Accounted for in Canvassing Board Records. Tracked in Ballot Review
Ballots Tabulated (Total Mail +Total Provisional)			10,001	
12	Total Number of Ballots Tabulated		10,001	Reported From Clear Count
12.1	Mail Ballots Tabulated	10,001		
12.2	Provisional Ballots Tabulated	0		

Key

Confidential ballots: Address Confidentiality Program

Challenged: Ballots that are not processed due to a variety of voter related issues / actions

VoteWA: King County's election management / voter registration database

Clear Count: King County's vote tabulation system

OBMP: Online Ballot Marking Program



2022 BOARD OF SUPERVISORS ELECTION VOTER OUTREACH CAMPAIGN REPORT

February 22, 2022



CAMPAIGN OVERVIEW

The 2022 King Conservation District (KCD) voter outreach campaign was designed to increase voter participation in its annual Board of Supervisors election and to expand awareness of KCD's activities and public benefits.

This effort reached the majority of the district's 1.3 million registered voters with a direct mail card announcing the election, explaining how to vote, and informing recipients about KCD's mission and activities. The direct mail outreach was reinforced with a digital campaign to echo the direct mail messages on a platform that provided an opportunity to click through directly to the voting platform.

The mail pieces were delivered to every registered voter household in the KCD district via U.S. Postal Service beginning Saturday, January 19, 2022.

Digital display advertising began when voting opened on January 18, and ran through the last day of voting, February 8.

The combined direct mail and digital ad campaign contributed to an all-time-high turnout of 9,999 votes.

CAMPAIGN RESULTS AT A GLANCE

BALLOTS COUNTED	9,999
VISITS TO KINGCD.ORG/VOTE	25,775
DIGITAL IMPRESSIONS	3,575,772
CLICK THROUGH RATE	0.30%
POSTCARDS MAILED	721,278
QR CODE SCANS	10,897



KING CONSERVATION DISTRICT 2022 ELECTION CAMPAIGN REPORT



DIRECT MAIL

A total of 721,278 direct mail pieces were sent to every registered voter household in the KCD district to inform the 1.3 million eligible voters about the Board of Supervisors election, raise awareness about KCD's mission, programs, and benefits for the region.

The mailer included a call to action to vote by scanning a QR code or by visiting KingCD.org/VOTE.

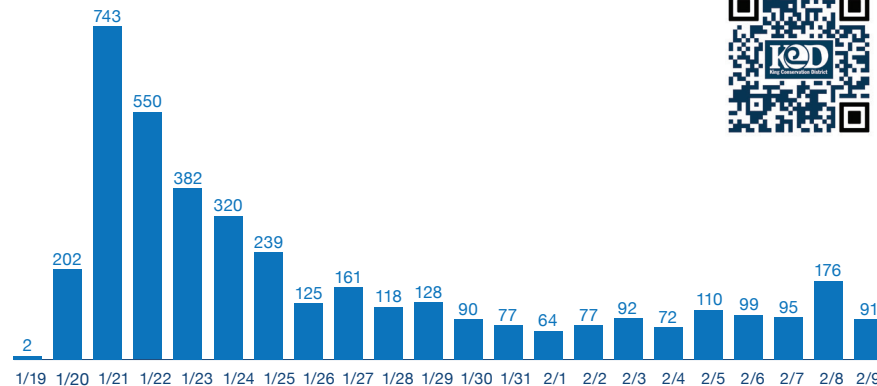
MAILER RESULTS

CARDS MAILED

721,278

TOTAL QR SCANS

10,897



QR CODE SCANS BY DATE



2022 BOARD OF SUPERVISORS ELECTION
King Conservation District

VOTE NOW

King Conservation District is a special purpose district, funded by you, with a mission to promote the sustainable use of natural resources through responsible stewardship in King County.

The all-volunteer board oversees programs that improve local food, healthy forests, and clean water for over 2.2 million people in King County.

Your vote impacts how King Conservation District partners with farmers, urban residents, rural land stewards, volunteers, community-based organizations, and local governments to restore tree canopy, expand wildlife habitat and grow our regional food system.

Education & Events
King Conservation District hosts native plant sales, educational workshops, and volunteer events like Orca Recovery Day.

Habitat Restoration
We provide technical assistance to private residents in forest management, farm conservation planning, wildfire preparedness, and streamside and marine shoreline enhancement.

Native Plant Sale
We also work with cities and other organizations to support community gardens, urban forest canopy, and local food systems.

Learn more about KCD events and programs at KingCD.org

Local Food Healthy Forests Clean Water Better Ground
8100 SW 29th St, Suite 100
Renton, WA 98057

Postage Permit Info FPO

**Recipient Name
Address Line 1
Address Line 2
City, WA 98XXX**

MAKE YOUR VOICE HEARD
SCAN HERE or Visit KingCD.org/VOTE to VOTE NOW

Voting is open January 18 - February 8
For assistance contact elections@kingcd.org or call (425) 282-1900

Please note this election is separate from the concurrent King County special election. KCD Board of Supervisors candidates WILL NOT be listed on that ballot. To vote in this election, scan the QR code above or visit KingCD.org/VOTE. Ballots for this election are verified and tabulated by King County Elections.



DIGITAL CAMPAIGN OVERVIEW

The digital display advertising campaign echoed the direct mail piece to reinforce key messages, increase brand awareness, and urge the target audience to vote.

The ads increased engagement by enabling viewers to click through directly to KingCD.org/VOTE and immediately vote in the election.

The creative was updated for the last few days of the campaign using the voting deadline to add urgency to the call to action.

TARGET AUDIENCE

Audiences were targeted across a broad variety websites based on voter registration addresses, viewer interests, geographic location, and other targeting criteria.

AUDIENCE PERFORMANCE INSIGHTS

- Strong engagement: .30% CTR, well above .20% benchmark
- 320x480 banners lead impression delivery with .47% CTR
- Clickers skewed more male than female (68% male, 32% female)
- Clickers skewed younger, with 71% of clicks attributed to A18-34
- Clickers skewed toward mid-range income, with most clicks coming from HHI \$60-74k

RECOMMENDATIONS FOR FUTURE CAMPAIGNS

For future KCD campaigns we recommend a continued focus on the highest performing sizes (320x480 and 728x900) to optimize impression volume and CTR, as well as increasing mobile impression delivery, particularly for the in-app environment, which garnered the greatest performance.

DIGITAL DISPLAY RESULTS

TOTAL IMPRESSIONS	3,575,772
BANNER CLICKS	10,897
LANDING PAGE VISITS	25,775
CLICK THROUGH RATE (CTR)	0.30%

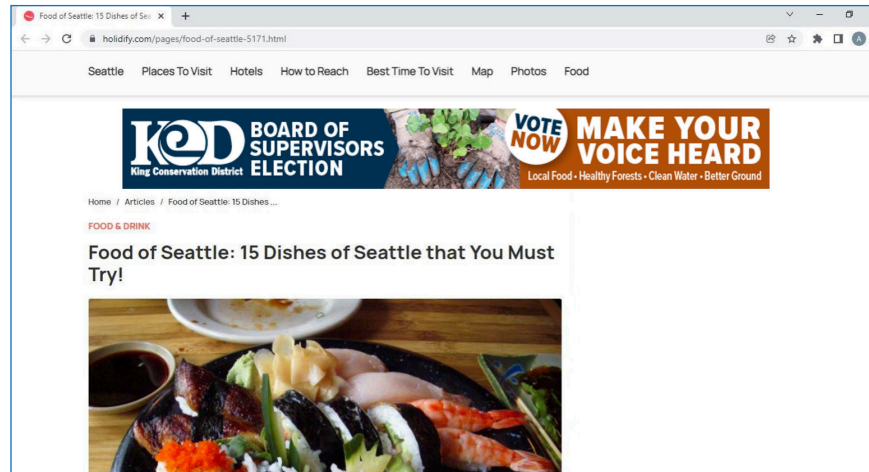




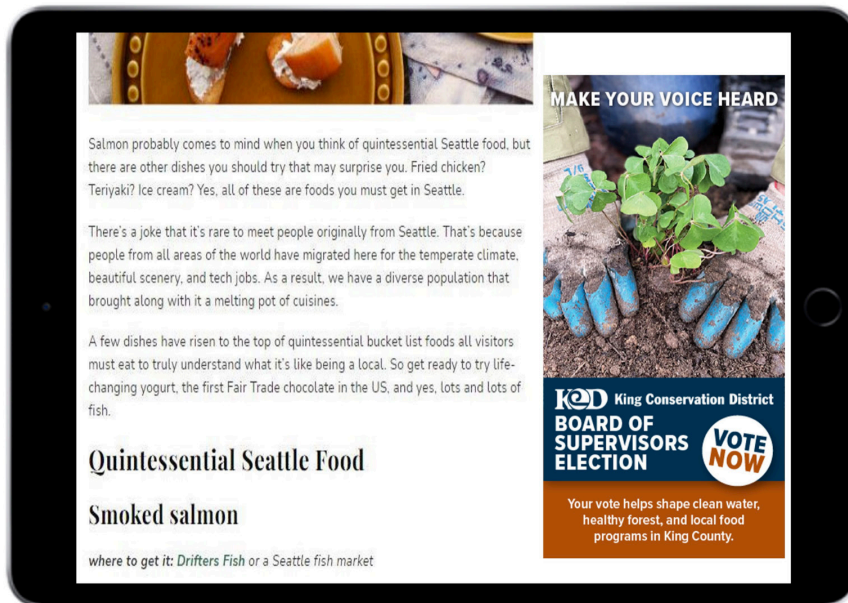
KING CONSERVATION DISTRICT 2022 ELECTION CAMPAIGN REPORT



DIGITAL ADS IN THE WILD



Desktop



Tablet



Mobile



Finance

JANUARY FINANCIAL SUMMARY

For the One Month Ended January 31, 2022

HIGHLIGHTS

Significant Grant Revenue & Landowner Cost Share Receipts

KCD received \$256,522 in Grant Receipts and \$8,086 in Landowner Cost Share Receipts in January. This reflects the significant amount of billing done for 2021 work at the end of the year.

Net Loss for January

The (\$212,943) Net Loss for January is reflective of the lower Rates and Charges Income typical of January and the sizeable December bills that were paid in January.

Professional Services Spending January 2022

The following includes bill payments for services completed in 2021.

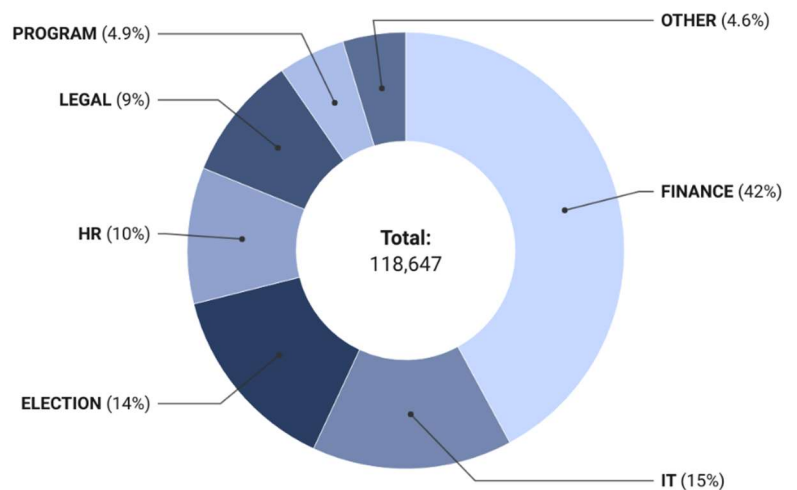


Chart: Erin Claflin Reed, YPTC • Source: QuickBooks • Created with Datawrapper

RECOMMENDATIONS / UPDATES



Restricted vs. Unrestricted Net Asset Reconciliation

YPTC is building a schedule of restricted and unrestricted net assets on a cash basis as of January 31, 2022. We are reviewing past allocations beginning with MIP data prepared by the prior finance team as of 12/31/2020. Next, we are accounting for program activity in 2021, and coming up with a balance carry forward for 2022, to be presented to the board at a future meeting.



Continue to Develop Accounting System and Procedures

KCD will continue to develop new standard operating procedures as related to Accounts Payable, Receivable, Cash and Check Handling, and Credit Card use updated for the new systems in place. In addition, KCD will continue to evaluate and develop the tracking system in QuickBooks to its best use.

FINANCIAL DISCUSSIONS

Statement of Financial Position

The Statement of Financial Position is presented on a cash basis except for Accrued Leave Payable as required by the BARS Method. Benefits, Taxes, and Credit Card Expenses immediately payable in February are also accrued on this report.

As previously discussed, KCD may want to convert to Accrual Basis for internal reporting purposes. This would involve an adjustment to the Balance Sheet as well as revising policies to make sure that accruals are done on a timely basis each month.

Statement of Activities

The Statement of Activities details Revenue and Expense by General Ledger Account as compared to current approved 2022 Budget and the full prior year. Percentages show how far along KCD is against those benchmarks.

Some Revenue and Expense category names were updated to bring them in line with the current QuickBooks and budget categories. For example, all Contract Services are now listed under Professional Services. Regional Food System Grants are now separated from Cost Share, and Sponsorships and Awards payments. Prior year amounts have also been separated where possible for accurate comparison. On the Revenue side, Landowner Cost Share Receipts was broken out as a separate category.

The (\$6,471,234) Change in Net Assets in the budget column represents the amount of potential spending that may be covered by carryforward funds during 2022.

Statement of Cash Flows

The Statement of Cash Flows shows a decrease in cash from Operating Activities from December of \$215,196. Expenses were higher than receipts for this month.

Please let me know if you have any questions on the attached reports. As always thank you for the opportunity to work with KCD.

ATTACHMENTS

3. Comparative Statements of Financial Position – As of January 31, 2022 and December 31, 2021
4. Comparative Statements of Activities – For the Month Ended January 31, 2022 and Year Ended December 31, 2021
5. Statement of Cash Flows - For the Month Ended January 31, 2021

KING CONSERVATION DISTRICT
COMPARATIVE STATEMENTS OF FINANCIAL POSITION
As of January 31, 2022 and December 31, 2021

	<u>01/31/2022</u>	<u>12/31/2021</u>	<u>Variance</u>
ASSETS			
CURRENT ASSETS			
Cash and Equivalents	\$ 12,496,471	\$ 12,711,667	\$ (215,196)
Accounts Receivable	<u>-</u>	<u>-</u>	<u>-</u>
Total Current Assets	12,496,471	12,711,667	(215,196)
 Total Assets	 <u>12,496,471</u>	 <u>12,711,667</u>	 <u>(215,196)</u>
LIABILITIES AND NET ASSETS			
CURRENT LIABILITIES			
Accounts Payable	8,811	7,978	833
Accrued Leave Payable	121,394	117,474	3,920
Benefits and Taxes Payable	<u>38,586</u>	<u>45,592</u>	<u>(7,006)</u>
Total Current Liabilities	168,791	171,044	(2,253)
 Total Liabilities	 <u>168,791</u>	 <u>171,044</u>	 <u>(2,253)</u>
 NET ASSETS	 <u>12,327,680</u>	 <u>12,540,623</u>	 <u>(212,943)</u>
 Total Liabilities and Net Assets	 <u>\$ 12,496,471</u>	 <u>\$ 12,711,667</u>	 <u>\$ (215,196)</u>

KING CONSERVATION DISTRICT
COMPARATIVE STATEMENTS OF ACTIVITIES
For the Month Ended January 31, 2021 and the Year Ended December 31, 2021

	01/31/2022	2022 Budget	2021	% of Budget	% of Prior Year
REVENUE AND SUPPORT					
Grants and Contract Revenue	\$ 256,522	\$ 415,285	\$ 526,818	62%	49%
Rates and Charges Receipts	44,345	7,959,586	7,944,916	1%	1%
Landowner Cost Share Receipts	8,086	-	-	-	-
Plant Sale Revenue	4,598	120,000	129,359	4%	4%
Interest Income	893	108,408	11,405	1%	8%
Other Income	120	-	9,058	-	1%
Total Revenue and Support	314,564	8,603,279	8,621,556	4%	4%
EXPENSES					
Salaries & Wages	137,398	3,251,364	2,177,315	4%	6%
Benefits	53,555	-	755,982	-	7%
Professional Services	118,647	2,135,624	2,548,079	6%	5%
Member Jurisdiction Payments	137,525	4,440,477	978,778	3%	14%
Cost Share & LIP	20,246	942,087	256,064	2%	8%
Regional Food System Grants	2,998	3,313,296	595,674	0%	1%
Sponsorships & Awards	-	54,980	3,879	0%	0%
Occupancy	33,190	410,000	434,638	8%	8%
Field Supplies	1,789	207,106	151,206	1%	1%
Equipment	4,648	42,800	67,222	11%	7%
Insurance	-	46,500	52,054	0%	0%
Office Expense	922	46,563	33,937	2%	3%
Soil Testing	619	30,000	26,524	2%	2%
Training	-	32,080	26,525	0%	0%
Communications	3,044	29,850	16,430	10%	19%
Travel	324	26,171	11,745	1%	3%
Repairs & Maintenance	383	17,000	4,974	2%	8%
Advertising	1,940	14,150	6,743	14%	29%
Publications & Subscriptions	8,258	11,500	-	72%	-
Dues & Membership	-	8,340	6,217	0%	0%
Fuel	1,190	8,000	6,540	15%	18%
Permits & Fees	199	6,625	15,872	3%	1%
Bank Fees	632	-	8,741	-	7%
Interest Expense	-	-	118	-	0%
Total Expenses	527,507	15,074,513	8,183,653	3%	6%
Change in Net Assets	(212,943)	(6,471,234)	437,903	3%	-49%
Net Assets, Beginning of Year	12,540,623	12,540,623	12,540,623	100%	100%
Net Assets, End of Year	\$ 12,327,680	\$ 6,069,389	\$ 12,978,526	203%	95%

Unaudited - For Management Use Only

KING CONSERVATION DISTRICT
STATEMENT OF CASH FLOWS
For the Month Ended January 31, 2022

OPERATING ACTIVITIES	
Change in Net Assets	\$ (212,943)
To Adjust for Changes In:	
Accounts Receivable	-
Accounts Payable	833
Leave Payable	3,920
Benefits Payable	(7,006)
Net Cash Used by Operating Activities	<u>(215,196)</u>
Cash at Beginning of Period	<u>12,711,667</u>
Cash at End of Period	<u><u>\$ 12,496,471</u></u>

King Conservation District
Check Detail
January 2022

AI 22-009

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	01/12/2022	WA State Department of Labor & Industries		1000 · Bank of America - 0408		-5,598.86
			King County		2360 · WA Workers' Comp Payable	-5,598.86	5,598.86
						-5,598.86	5,598.86
Check	ACH	01/12/2022	Navia Benefit Solutions Client Pay		1000 · Bank of America - 0408		-22.40
			King County		2240 · FSA Payable	-22.40	22.40
						-22.40	22.40
Check	ACH	01/18/2022	UPS		1000 · Bank of America - 0408		-28.09
			King County:Rural Land Stewardship		6100 · Postage	-28.09	28.09
						-28.09	28.09
Check	ACH	01/19/2022	Navia Benefit Solutions Client Pay		1000 · Bank of America - 0408		-239.17
			King County		2240 · FSA Payable	-239.17	239.17
						-239.17	239.17
Check	ACH	01/25/2022	UPS		1000 · Bank of America - 0408		-29.95
			King County:Rural Land Stewardship		6100 · Postage	-29.95	29.95
						-29.95	29.95
Check	ACH	01/28/2022	Navia Benefit Solutions Client Pay		1000 · Bank of America - 0408		-191.75
			King County		2240 · FSA Payable	-191.75	191.75
						-191.75	191.75
Check	ACH	01/28/2022	Chevron		1000 · Bank of America - 0408		-1,190.45
			King County		7400 · Fuel	-1,190.45	1,190.45
						-1,190.45	1,190.45
Check	ACH	01/31/2022	Intuit		1000 · Bank of America - 0408		-203.13
			King County		7800 · Professional Services	-203.13	203.13
						-203.13	203.13

King Conservation District
Check Detail
January 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check	ACH	01/31/2022	PayNorthwest		1000 · Bank of America - 0408		-180.70
			King County		7800 · Professional Services	-180.70	180.70
						-180.70	180.70
Check	24066	01/11/2022	Snohomish Conservation District		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24067	01/10/2022	African Community Housing & Development		1000 · Bank of America - 0408		-24,752.14
Bill	011322-ACHD	01/13/2022	King County:Member Jurisdiction Grants		9998 · Member Jurisdiction Payments	-13,938.89	13,938.89
			King County:Member Jurisdiction Grants		9998 · Member Jurisdiction Payments	-10,813.25	10,813.25
						-24,752.14	24,752.14
Bill Pmt -Check	24068	01/10/2022	City of Renton Utility Division		1000 · Bank of America - 0408		-33.60
Bill	123121-CoR	12/31/2021	King County:Riparian Restoration / Improvement		6005 · Utilities	-33.60	33.60
						-33.60	33.60
Bill Pmt -Check	24069	01/10/2022	Democracy Live, Inc.		1000 · Bank of America - 0408		-41,259.98
Bill	Annual-22	01/03/2022	King County:Board of Supervisor Election		7800 · Professional Services	-41,259.98	41,259.98
						-41,259.98	41,259.98
Bill Pmt -Check	24070	01/10/2022	Eastside Tree Works LLC		1000 · Bank of America - 0408		-4,500.00
Bill	12/31/21-Rengo	12/07/2021	King County:Rural Land Stewardship		9994 · Cost Share & LIP	-4,500.00	4,500.00
						-4,500.00	4,500.00
Bill Pmt -Check	24071	01/10/2022	Health Care Authority		1000 · Bank of America - 0408		-26,757.47
Bill	P202112	01/03/2022	King County		5200 · Health Insurance	-26,757.47	26,757.47
						-26,757.47	26,757.47
Bill Pmt -Check	24072	01/10/2022	ICS Support, Inc. - InTwo		1000 · Bank of America - 0408		-13,268.34
Bill	24232	01/01/2022	King County		7800 · Professional Services	-360.22	360.22
Bill	24272	01/03/2022	King County		7800 · Professional Services	-12,908.12	12,908.12

King Conservation District
Check Detail
January 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
						-13,268.34	13,268.34
Bill Pmt -Check	24073	01/10/2022	iUrban Teen		1000 · Bank of America - 0408		-11,822.00
Bill	01	01/12/2022	King County:Member Jurisdiction Grants		9998 · Member Jurisdiction Payments	-11,822.00	11,822.00
						-11,822.00	11,822.00
Bill Pmt -Check	24074	01/10/2022	Jason Mirro		1000 · Bank of America - 0408		-51.74
Bill	112921-JM	12/31/2021	King County:Rural Land Stewardship		7700 · Travel	-51.74	51.74
						-51.74	51.74
Bill Pmt -Check	24075	01/10/2022	Kristen Dotson and Bryan Scholnick		1000 · Bank of America - 0408		-6,172.50
Bill	123121-Dotson	12/08/2021	King County:Small Lot Forest Stewardship		9994 · Cost Share & LIP	-6,172.50	6,172.50
						-6,172.50	6,172.50
Bill Pmt -Check	24076	01/10/2022	Macy Schmidt		1000 · Bank of America - 0408		-135.52
Bill	123121-MS	12/31/2021	King County:Riparian Restoration / Improvement		7700 · Travel	-40.60	40.60
			King County:Riparian Restoration / Improvement		7700 · Travel	-94.92	94.92
						-135.52	135.52
Bill Pmt -Check	24077	01/10/2022	Michael Smith		1000 · Bank of America - 0408		-3,500.00
Bill	011222-MSmith	01/12/2022	King County:Rural Land Stewardship		9994 · Cost Share & LIP	-3,500.00	3,500.00
						-3,500.00	3,500.00
Bill Pmt -Check	24078	01/10/2022	Mid Puget Sound Fisheries Enhancement Grp		1000 · Bank of America - 0408		-2,308.07
Bill	KCD-3-2021	12/31/2021	MidSound Fisheries Enhancement Group:Shore Friendly		7800 · Professional Services	-2,308.07	2,308.07
						-2,308.07	2,308.07
Bill Pmt -Check	24079	01/10/2022	National Construction Rentals		1000 · Bank of America - 0408		-162.95
Bill	6393386	12/22/2021	King County:Riparian Restoration / Improvement		7000 · Rentals	-81.48	81.48
			King County:Riparian Restoration / Improvement		7000 · Rentals	-81.47	81.47
						-162.95	162.95
Bill Pmt -Check	24080	01/10/2022	Pitney Bowes Global Financial Services		1000 · Bank of America - 0408		-32.00

King Conservation District

Check Detail

January 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill	3315028402	01/03/2022	King County		7000 · Rentals	-32.00	32.00
						-32.00	32.00
Bill Pmt -Check	24081	01/10/2022	Plan-It Geo LLC		1000 · Bank of America - 0408		-500.00
Bill	1229	01/03/2022	King County:Urban Forest Stewardship		7800 · Professional Services	-500.00	500.00
						-500.00	500.00
Bill Pmt -Check	24082	01/10/2022	Purchase Power		1000 · Bank of America - 0408		-234.86
Bill	010122-PUR	01/02/2022	King County		6100 · Postage	-234.86	234.86
						-234.86	234.86
Bill Pmt -Check	24083	01/10/2022	Rainier Beach Action Coalition		1000 · Bank of America - 0408		-62,043.22
Bill	1	01/10/2022	King County:Member Jurisdiction Grants		9998 · Member Jurisdiction Payments	-62,043.22	62,043.22
						-62,043.22	62,043.22
Bill Pmt -Check	24084	01/10/2022	Renton Office Park LLC		1000 · Bank of America - 0408		-33,190.02
Bill	011322-ROP	01/03/2022	King County		6000 · Occupancy	-33,190.02	33,190.02
						-33,190.02	33,190.02
Bill Pmt -Check	24085	01/10/2022	Reverb		1000 · Bank of America - 0408		-11,970.00
Bill	12640	12/31/2021	King County		7800 · Professional Services	-11,970.00	11,970.00
						-11,970.00	11,970.00
Bill Pmt -Check	24086	01/10/2022	Robert Half Finance & Accounting		1000 · Bank of America - 0408		-6,386.40
Bill	59134457	12/31/2021	King County		7800 · Professional Services	-2,088.00	2,088.00
Bill	59155548	12/31/2021	King County		7800 · Professional Services	-1,368.00	1,368.00
Bill	59182663	01/10/2022	King County		7800 · Professional Services	-2,930.40	2,930.40
						-6,386.40	6,386.40
Bill Pmt -Check	24087	01/10/2022	Salix Advisors LLC		1000 · Bank of America - 0408		-4,050.00
Bill	21-112	12/31/2021	King County		7800 · Professional Services	-4,050.00	4,050.00
						-4,050.00	4,050.00

King Conservation District
Check Detail
January 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	24088	01/10/2022	Seattle Native Plants		1000 · Bank of America - 0408		-69.91
Bill	1188	01/04/2022	Sound Transit:Urban Tree Grant		6410 · Field Supplies	-69.91	69.91
						-69.91	69.91
Bill Pmt -Check	24089	01/10/2022	Stericycle, Inc. - Shred-it		1000 · Bank of America - 0408		-332.75
Bill	8000755877	01/03/2022	King County:Board of Supervisor Election		7800 · Professional Services	-332.75	332.75
						-332.75	332.75
Bill Pmt -Check	24090	01/10/2022	Steve & Carol Moore		1000 · Bank of America - 0408		-1,575.00
Bill	010122-SM	01/10/2022	King County:Small Lot Forest Stewardship		9994 · Cost Share & LIP	-1,575.00	1,575.00
						-1,575.00	1,575.00
Bill Pmt -Check	24091	01/10/2022	Third Sector Company		1000 · Bank of America - 0408		-4,980.00
Bill	22/1002	12/30/2021	King County		7800 · Professional Services	-4,980.00	4,980.00
						-4,980.00	4,980.00
Bill Pmt -Check	24092	01/10/2022	Timberline Silvics Inc		1000 · Bank of America - 0408		-491.50
Bill	091521-Haberzette	12/31/2021	King County:Riparian Restoration / Improvement		9994 · Cost Share & LIP	-491.50	491.50
						-491.50	491.50
Bill Pmt -Check	24093	01/10/2022	US Bank Eq. Finance		1000 · Bank of America - 0408		-3,298.91
Bill	460875776	12/21/2021	King County		7000 · Rentals	-3,298.91	3,298.91
						-3,298.91	3,298.91
Bill Pmt -Check	24094	01/10/2022	US Bank VISA		1000 · Bank of America - 0408		-6,625.20
Bill	122521-VISA	12/25/2021	King County		2010 · Credit Card Payable - 5635	-6,625.20	6,625.20
						-6,625.20	6,625.20
Bill Pmt -Check	24095	01/10/2022	Washington Alarm, Inc.		1000 · Bank of America - 0408		-386.02
Bill	535098	01/01/2022	King County		6005 · Utilities	-386.02	386.02
						-386.02	386.02

King Conservation District
Check Detail
January 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	24096	01/10/2022	WFSE		1000 · Bank of America - 0408		-1,467.57
Bill	Dec 2021	12/31/2021	King County		2250 · Union Dues Payable	-1,467.57	1,467.57
						-1,467.57	1,467.57
Bill Pmt -Check	24097	01/10/2022	Your Part-Time Controller, LLC		1000 · Bank of America - 0408		-5,076.25
Bill	22-1-279	12/31/2021	King County		7800 · Professional Services	-95.00	95.00
			King County		7800 · Professional Services	-1,317.50	1,317.50
Bill	22-1-1051	01/10/2022	King County		7800 · Professional Services	-641.25	641.25
			King County		7800 · Professional Services	-3,022.50	3,022.50
						-5,076.25	5,076.25
Bill Pmt -Check	24098	01/06/2022	A&L Western Ag Labs, Inc.		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24099	01/06/2022	African Community Housing & Development		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24100	01/06/2022	Ashley Allan		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24101	01/06/2022	Carrie King		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24102	01/06/2022	CD-Calc		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24103	01/06/2022	City of Kirkland		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24104	01/06/2022	Grow Foods dba Viva Farms		1000 · Bank of America - 0408		0.00 *
						0.00	0.00

King Conservation District
Check Detail
January 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	24105	01/06/2022	ICS Support, Inc. - InTwo		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24106	01/06/2022	Inslee Best Doezie & Ryder, P.S.		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24107	01/06/2022	KUOW Puget Sound Public Radio		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24108	01/06/2022	Mountain Mist		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24109	01/06/2022	National Construction Rentals		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24110	01/06/2022	Pacific Topsoils, Inc.		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24111	01/06/2022	Robert Half Finance & Accounting		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24112	01/06/2022	Smartsheet Inc.		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24113	01/06/2022	State Auditor's Office		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24114	01/06/2022	T-Mobile		1000 · Bank of America - 0408		0.00 *
						0.00	0.00

King Conservation District
Check Detail
January 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	24115	01/06/2022	Talus Residential Association		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24116	01/06/2022	Weed Warriors		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24117	01/06/2022	WSDA Revenue		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24118	01/06/2022	WSU		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24119	01/06/2022	Your Part-Time Controller, LLC		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24120	01/06/2022	YouthCare		1000 · Bank of America - 0408		0.00 *
						0.00	0.00
Bill Pmt -Check	24123	01/31/2022	A&L Western Ag Labs, Inc.		1000 · Bank of America - 0408		-619.20
Bill	236687	01/26/2022	King County:Rural Land Stewardship		6910 · Soil Testing	-619.20	619.20
						-619.20	619.20
Bill Pmt -Check	24124	01/31/2022	African Community Housing & Development		1000 · Bank of America - 0408		-7,164.50
Bill	012522-ACHD	01/25/2022	King County:Member Jurisdiction Grants		9998 · Member Jurisdiction Payments	-7,164.50	7,164.50
						-7,164.50	7,164.50
Bill Pmt -Check	24125	01/31/2022	Ashley Allan		1000 · Bank of America - 0408		-61.77
Bill	012822-AA	01/28/2022	King County:Riparian Restoration / Improvement		7700 · Travel	-45.53	45.53
			King County:Riparian Restoration / Improvement		7700 · Travel	-16.24	16.24
						-61.77	61.77
Bill Pmt -Check	24126	01/31/2022	Carrie King		1000 · Bank of America - 0408		-47.60

King Conservation District
Check Detail
January 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill	01/20/2022-CK	01/20/2022	King County:Rural Land Stewardship		7700 · Travel	-47.60	47.60
						-47.60	47.60
Bill Pmt -Check	24127	01/31/2022	CD-Calc		1000 · Bank of America - 0408		-17,512.00
Bill	1027	01/18/2022	King County		7800 · Professional Services	-17,512.00	17,512.00
						-17,512.00	17,512.00
Bill Pmt -Check	24128	01/31/2022	City of Kirkland		1000 · Bank of America - 0408		-19,531.21
Bill	011222-CoK-YSRW	01/12/2022	King County:Member Jurisdiction Grants		9998 · Member Jurisdiction Payments	-19,470.68	19,470.68
			King County:Member Jurisdiction Grants		9998 · Member Jurisdiction Payments	-60.53	60.53
						-19,531.21	19,531.21
Bill Pmt -Check	24129	01/31/2022	Grow Foods dba Viva Farms		1000 · Bank of America - 0408		-2,000.00
Bill	No. 3	01/27/2022	King County:Regional Food System		9992 · Regional Food System Grants	-2,000.00	2,000.00
						-2,000.00	2,000.00
Bill Pmt -Check	24130	01/31/2022	ICS Support, Inc. - InTwo		1000 · Bank of America - 0408		-4,324.27
Bill	24357	01/15/2022	King County		7800 · Professional Services	-4,324.27	4,324.27
						-4,324.27	4,324.27
Bill Pmt -Check	24131	01/31/2022	Inslee Best Doezie & Ryder, P.S.		1000 · Bank of America - 0408		-11,033.99
Bill	374196	01/24/2022	King County		7800 · Professional Services	-2,048.00	2,048.00
			King County		7800 · Professional Services	-8,920.60	8,920.60
			King County		7800 · Professional Services	-65.39	65.39
						-11,033.99	11,033.99
Bill Pmt -Check	24132	01/31/2022	KUOW Puget Sound Public Radio		1000 · Bank of America - 0408		-1,940.00
Bill	IN-1211138245	01/24/2022	King County		7500 · Advertising	-1,940.00	1,940.00
						-1,940.00	1,940.00
Bill Pmt -Check	24133	01/31/2022	Mountain Mist		1000 · Bank of America - 0408		-184.38
Bill	004543248	01/21/2022	King County		7000 · Rentals	-184.38	184.38

King Conservation District
Check Detail
January 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
						-184.38	184.38
Bill Pmt -Check	24134	01/31/2022	National Construction Rentals		1000 · Bank of America - 0408		-162.95
Bill	6423673	01/20/2022	King County:Riparian Restoration / Improvement	7000 · Rentals		-81.47	81.47
			King County:Riparian Restoration / Improvement	7000 · Rentals		-81.48	81.48
						-162.95	162.95
Bill Pmt -Check	24135	01/31/2022	Pacific Topsoils, Inc.		1000 · Bank of America - 0408		-98.78
Bill	22-T1233241	01/13/2022		6805 · Permits & Fees		-65.85	65.85
Bill	22-T1233282	01/13/2022	King County:Riparian Restoration / Improvement	6805 · Permits & Fees		-32.93	32.93
						-98.78	98.78
Bill Pmt -Check	24136	01/31/2022	Robert Half Finance & Accounting		1000 · Bank of America - 0408		-5,787.54
Bill	59230293	01/18/2022	King County	7800 · Professional Services		-2,930.40	2,930.40
Bill	59269389	01/24/2022	King County	7800 · Professional Services		-2,857.14	2,857.14
						-5,787.54	5,787.54
Bill Pmt -Check	24137	01/31/2022	Smartsheet Inc.		1000 · Bank of America - 0408		-7,847.93
Bill	#INV621183	01/15/2022	King County	6730 · Publications & Subscriptions		-7,847.93	7,847.93
						-7,847.93	7,847.93
Bill Pmt -Check	24138	01/31/2022	State Auditor's Office		1000 · Bank of America - 0408		-452.40
Bill	L146317	01/13/2022	King County	7800 · Professional Services		-452.40	452.40
						-452.40	452.40
Bill Pmt -Check	24139	01/31/2022	T-Mobile		1000 · Bank of America - 0408		-1,268.30
Bill	01-21-22 Statement	01/21/2022	King County	6600 · Communications		-1,268.30	1,268.30
						-1,268.30	1,268.30
Bill Pmt -Check	24140	01/31/2022	Talus Residential Association		1000 · Bank of America - 0408		-3,819.75
Bill	2	01/06/2022	King County:Small Lot Forest Stewardship	9994 · Cost Share & LIP		-3,819.75	3,819.75
						-3,819.75	3,819.75

King Conservation District
Check Detail
January 2022

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Bill Pmt -Check	24141	01/31/2022	Weed Warriors		1000 · Bank of America - 0408		-997.90
Bill	6	01/26/2022	King County:Regional Food System		9992 · Regional Food System Grants	-997.90	997.90
						-997.90	997.90
Bill Pmt -Check	24142	01/31/2022	WSDA Revenue		1000 · Bank of America - 0408		-10.00
Bill	SR-97679	01/04/2022	Plant Sale:2021-2022		6805 · Permits & Fees	-10.00	10.00
						-10.00	10.00
Bill Pmt -Check	24143	01/31/2022	WSU		1000 · Bank of America - 0408		-28,000.00
Bill	CI00013768	01/24/2022	King County:Small Lot Forest Stewardship		7800 · Professional Services	-28,000.00	28,000.00
						-28,000.00	28,000.00
Bill Pmt -Check	24144	01/31/2022	Your Part-Time Controller, LLC		1000 · Bank of America - 0408		-10,688.75
Bill	21-11-1341	12/01/2021	King County		7800 · Professional Services	-1,045.00	1,045.00
			King County		7800 · Professional Services	-3,061.25	3,061.25
Bill	22-1-2006	01/17/2022	King County		7800 · Professional Services	-617.50	617.50
			King County		7800 · Professional Services	-3,293.75	3,293.75
Bill	22-1-2969	01/24/2022	King County		7800 · Professional Services	-617.50	617.50
			King County		7800 · Professional Services	-2,053.75	2,053.75
						-10,688.75	10,688.75
Bill Pmt -Check	24145	01/31/2022	YouthCare		1000 · Bank of America - 0408		-12,212.27
Bill	011222-YC	01/12/2022	King County:Member Jurisdiction Grants		9998 · Member Jurisdiction Payments	-12,212.27	12,212.27
						-12,212.27	12,212.27

*Zero represents void check.

King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: March 14, 2022

AI 22-010

SUBJECT: 22-010

- Contract Amendment for Financial & Administrative Services with CD-Calcul

FISCAL IMPACT

- This contract will add \$142,000 to the FY22 budget for the remainder of the year

POLICY CONSIDERATION

- There are no special policy considerations with this contract amendment

STAKEHOLDER INTERESTS

- There are no foreseen stakeholder interests with this contract amendment

BACKGROUND

- In September 2021 KCD executed a contract with Kathryn Lewis DBA CD-Calcul to provide services related to internal financial & administrative service reforms. That contract lacked specificity and term of service. This is addressed with an amendment providing a specific scope of work with associated costs for services considered important to continue and complete these internal reforms.
- It is recognized that KCD has recently posted a position for Director of Finance & Administration, which will impact the services proposed in this contract. When that position is filled this scope of work will be reviewed and potentially adjusted to reduce cost and recognize the shared desire for KCD to have all routine finance & administrative tasks handled by internal staff by the end of 2022.

EFFECTIVE DATE:

- Upon approval by the Board of Supervisors

OPTIONS

- The Board of Supervisors has the option of approving the proposed contract amendment or returning it to senior management for further work.

RECOMMENDATION

- Staff recommends that the Board approve the proposed contract amendment

MOTION

- I move to approve the proposed contract amendment as presented.

CONSULTANT SERVICES CONTRACT

THIS AGREEMENT is between the KING CONSERVATION DISTRICT, a municipal corporation of the State of Washington ("KCD"), and Kathryn Lewis DBA "CD-Calc" (the "Consultant"), and amends that contract executed by KCD and Consultant on 9/9/21.

The parties agree as follows:

1. Term of Agreement. This Agreement shall be effective upon execution by both parties through December 31, 2022, unless terminated earlier pursuant to the provisions of this Agreement.

2. Scope of Work to be Performed. The Consultant shall perform the work and services described in Exhibit A. In the event of a conflict between Exhibit A and this Agreement, the provisions of this Agreement shall prevail.

3. Compensation and Payment.

A. Compensation. KCD shall pay the Consultant for all completed work and services as provided in Exhibit A. The total amount paid under this Agreement shall not exceed \$142,000 unless mutually agreed upon in writing by the parties.

B. Mileage and Travel. KCD shall not compensate for mileage and/ or time spent in travel unless explicitly included in Exhibit A or otherwise approved by KCD in writing in advance of such costs being incurred. If specified, or approved, KCD shall compensate Consultant for hours associated with travel at a rate not to exceed 50% of the Consultants established hourly rate, unless work is performed during said travel.

Compensation rates for mileage, hotel and/or per diem shall not exceed rates established by the State of Washington and posted at:

<https://www.ofm.wa.gov/sites/default/files/public/legacy/policy/10.90.pdf>

C. Payment. The Consultant shall submit to KCD at the end of each month an itemized billing statement that identifies in detail, to the reasonable satisfaction of KCD, the days and hours worked, and which describes the work or services performed. KCD will pay the Consultant for work or services performed on or before the 15th day of the following month within 30 days after receipt of an itemized billing statement, in accordance with established practices. The Consultant will provide KCD with a Taxpayer Identification Number before or along with the first billing statement submitted to KCD.

4. Record Keeping and Reporting. The Consultant shall maintain accounts and records, including personnel, property, financial and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and work or services

performed under this Agreement, and any other records or reports as may be deemed necessary by KCD to ensure the performance of this Agreement. These records shall be maintained for a period of six (6) years after termination of this Agreement, unless permission to destroy such records is granted by the Office of Archivist in accordance with RCW 40.14.070 and KCD.

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

6. Compliance with Law.

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

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

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

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

7. Contractual Relationship.

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

other way assuming the duties of an employer with respect to the Consultant or any employee of the Consultant.

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

8. No Subcontracting or Assignment. The Consultant shall not subcontract or assign any portion of the work or services covered by this Agreement without the prior written approval of KCD.

9. Indemnification.

A. By Consultant. The Consultant shall protect, defend, indemnify and save harmless KCD, its officers, employees, and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of Consultant, its officers, employees and agents in performing this Agreement.

B. By District. KCD shall protect, defend, indemnify, and save harmless Consultant, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of KCD, its officers, employees or agents in performing this Agreement.

10. Insurance. The Consultant shall procure and maintain for the duration of this Agreement automobile and commercial general liability insurance in amounts which are acceptable to KCD. Before commencing work and services under this Agreement, the Consultant shall provide to the person identified in Section 12 a Certificate of Insurance evidencing the insurance described above. KCD reserves the right to request and receive a certified copy of all required insurance policies.

11. Ownership of Documents. *With the exception of item 11.E below*, reports, studies, plans, drawings, maps, models, specification, computer files, videos, presentations and other work products produced by the Consultant, except for working notes and internal documents, shall be the property of KCD. The Consultant shall furnish these documents to KCD upon request. The Consultant shall refer all third-party requests for inspection and copying of these documents to KCD which shall determine whether the documents shall be made available for inspection. Modification or re-use of any of these documents by KCD for other than the intended purpose following completion of the work and services under this Agreement, without the written permission of the Consultant, shall be at KCD's sole risk.

A. Pursuant to performing the specified Services, Consultant will create certain instruments of service, which may take the form of printed, hard copy documents and electronic, computer-ready materials including but not limited to computer programs, software, videos, presentations, and data. These instruments may also take the form of methodology, processes, and logic.

- B. Materials, methodologies, processes, and logic will be delivered to District as part of the Specific Services rendered by Consultant, and District will acknowledge said materials as instruments of service. All instruments shall become the property of District upon completion of the respective Specific Service and payment in full of monies due Consultant for that service.
- C. Consultant makes no warranties, expressed or implied, of the merchantability or fitness of said instruments for any particular purpose other than the pertinent scope of the Specified Services.
- D. Consultant may retain reproducible copies of its instruments of service (aka “documents” per District). If Consultant uses its instruments of service with other clients, Consultant must credit District.
- E. A component of this contract is the development of a long-term cash flow forecasting model, which will allow KCD to predict future cash flow based upon foreseeable future conditions, decisions, and events. This model will include proprietary formulas and methods which are trade secrets, and which will be protected and not disclosed to KCD or any external partner. Any such protected proprietary content will be identified by the prefixed name “Decision Engine.” The proprietary formulas and methods contained there may be viewed by KCD or external partners upon request to verify the model’s accuracy, but only at a time, place and venue which Consultant chooses, to prevent copying and dissemination of the precise proprietary formulas and methods used in the model.

12. Addresses for Notices and Deliverable Materials. All notices and other material to be delivered under this Agreement shall be in writing and shall be delivered or mailed to the following addresses:

King Conservation District
Attn: Rosa Méndez-Perez
800 SW 39th St, Suite 150
Renton, WA 98057

or such other addresses as either party may, from time to time, designate in writing.

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

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

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

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

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

18. Termination.

A. At Convenience of District. KCD may terminate this Agreement at any time upon 10 days written notice to the Consultant.

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

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

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

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

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

CONSULTANT:

By: _____

Title: _____

Date: _____

KING CONSERVATION DISTRICT:

By: _____

Title: _____

Date: _____

Exhibit A

- I. Scope of Services to be provided by the Contractor. The Contractor shall furnish services including, but not limited to the following:
 - A. Financial System Improvement (Total: \$55,000)
 - i. Fiscal Policy Review/Development
 - ii. Reserve Fund Verification
 - iii. Finance Team Development
 - iv. Grant Management
 - v. Cash Flow Project Model Development
 - B. Budget System Improvement (Total: \$57,500)
 - i. Prepare/Present Q1-2022 Budget Amendment
 - ii. Prepare/Present Q2-2022 Budget Amendment
 - iii. Maintain Existing Budget Reporting System
 - iv. 2023 Budget Development
 - C. Fund Development (Total: \$8,500)
 - i. Rates & Charges Renewal Planning
 - D. Administrative Assistance (Total: \$18,000)
 - i. Compensation & Classification Project Management Assistance
 - ii. Union Negotiation Assistance
 - E. Agricultural Strategic Planning Project Management (Total: \$3,000)
 - i. Project Management Assistance for WLI R91 Ag Strategic Plan Project
- II. Scope of Services to be provided by the King Conservation District. KCD shall furnish services and materials as follows:
 - A. Access to all network drives necessary for shared and access limited KCD financial and administrative functions
 - B. Access to on-site computer, presentation equipment, telephone, and routine administrative office equipment
 - C. Access to email system used by contractor between September 2021 and March 2022, including all saved emails and calendar events
 - D. Access to email system used by Rani (Ava) Souza and Yuliy Makhovitskly for research purposes
- III. Billing / Rate Information. The Contractor shall be reimbursed as follows:
 - A. KCD shall compensate the Consultant for services performed as detailed below or as otherwise mutually agreed to in writing by both parties. The Consultant will bill KCD at \$88 per hour. Total Cost not to exceed: *\$142,000*
 - B. The Consultant agrees to submit approved billing invoices monthly to KCD, along with progress reports identifying the nature of the services performed by date.

New Business

King Conservation District Board of Supervisors Meeting 03/14/2022
Agenda Action Briefing/Report AI 22-012

SUBJECT:

To adjust the Landowner Incentive Programs (LIP) cost per unit and project maximum rates for approved Best Management Practices (BMP) for inflation.

POLICY CONSIDERATION

This policy proposes adjusting the unit maximums and associated practice maximums for approved LIP BMPs to better reflect the market rate to implement these practices in King County. To meet the needs of our cooperators contending with rapidly rising inflation rates and supply chain shortages, KCD staff developed a modified method from previously approved unit maximum rate update processes that takes into consideration inflation rates and actual costs per unit of recently installed BMPs. This policy also proposes an inflation adjustment for the maximum award allowed for a single BMP.

STAKEHOLDER INTERESTS

- Staff and board members of the King Conservation District
- Cooperators working with the District and other industry practitioners to implement natural resource best management practices.
- Cooperators who live in King County and benefit from the conservation and enhancement of our shared watersheds

BACKGROUND

The KCD LIP incentivizes the adoption of Best Management Practices (BMPs) on private land to protect our shared natural resources through cost-share. Many of LIP's BMPs cost-share rate unit maximums and associated project maximums have not been updated in several years, in some cases for over a decade. Supply chain shortages and delays due to the Covid-19 pandemic, coupled with an increased in-home construction, have resulted in market volatility for materials and labor necessary to implement BMPs. KCD planners and staff have observed that several practices installed over the past few years have been cost-shared on at a rate significantly under current market value, and in some cases this discrepancy has posed a barrier to cooperators being incentivized, or able to afford implementing BMPs.

To meet the needs of our cooperators contending with rapidly rising inflation, KCD staff evaluated our cost-share rates and created a proposal to adjust for inflation. Staff predict that updating cost-share rates to adjust for inflation will support meeting ILA metrics through maintaining incentives and reducing of barriers for cooperators to implement BMPs.

Updating Practice Maximums or Caps

Practice maximums sets the upward limit of cost-share available to allocate to a cooperator for any given BMP. Each BMP has its own unique practice maximum or cap. Each BMP also has its own cost-share ratio, which is the percentage of the project maximum that a cooperator will be reimbursed. The percentage of the practice maximum that is available for a cooperator to be reimbursed is called the maximum reimbursement. In 2015 KCD LIP adopted a policy to set practice maximums or caps and cost-share ratios for BMPs (Exhibit D). KCD adopted these caps to ensure that there is equity among the quantity of funding landowners can receive and will help to distribute the funds to as many projects as possible. These caps were chosen based on actual

King Conservation District Board of Supervisors Meeting 03/14/2022
Agenda Action Briefing/Report AI 22-012

costs of projects funded through LIP and a policy selected maximum that represents the upper limit KCD strategically wants to invest in any one BMP. KCD also set a cap of \$30,000.00 award, or maximum reimbursement for BMPs funded through rates and charges cost-share. This means maximum reimbursements to cooperators cannot exceed \$30,000.00.

Updating Unit Maximums

Unit maximums are the cost or dollar amount per unit (such as a foot, acre, or animal unit) used to calculate the projects maximum budget. Each BMP has its own unique unit maximum.

In 2019 the BOS approved a standardized method to evaluate project unit maximums for BMPs funded through the LIP (Exhibit B). This process involves evaluating the average unit maximum for similar NRCS EQIP scenarios, recently closed LIP contracts and King County contractor estimates against the current LIP cost-share rate unit maximums.

In the interest of being able to update rates for all BMPs prior to dry season, when most projects are installed, staff created a process outlined below which considers changes inflation rates from the last time the rate of an individual BMP was updated. The inflation rates were informed by the Consumer Price Index and National Mortenson Construction Cost Index.

RECOMMENDATION (Please Refer to Exhibits A and C)

Staff recommend increasing the \$30,000.00 award maximum for installation a BMP funded through rates and charges cost-share to \$36,000.00 to account for a 20% increase in inflation since it's last update in 2015.

KCD staff recommend adjusting LIP cost per unit and practice maximums for inflation as outlined in Exhibit A utilizing the below method:

1. Evaluate the inflation rates for the Consumer Price Index and Mortenson Construction Cost Index from the time last cost-share rates were adjusted for that BMP. Consider how each Index applies to individual BMP installation supply and labor needs.
2. Evaluate the cost per unit of recently implemented BMPs. Consider unique attributes of individual BMPs installation and variability within the BMP. Evaluate this information in combination with step one to determine a new unit maximum.
3. Adjust each BMP's Practice Maximum utilizing the percent increase of cost per unit determined through steps one and two. Practice Maximums will be adjusted as needed to ensure that the BMP's Maximum Reimbursement will not exceed the adjusted award maximum of \$36,000.00

This inflation adjustment method will allow for an efficient, consistent update for all BMP cost-share rates to meet the needs of cooperators interested in installing BMP's this year. As the current market and inflation rates continue to be mercurial, and LIP expands our current data set of implementation costs to include more recent installations of BMPs, staff will reevaluate these updated cost-share rates utilizing the formerly approved method from 2019 (Exhibit B) periodically throughout the next few years.

King Conservation District Board of Supervisors Meeting 03/14/2022
Agenda Action Briefing/Report AI 22-012

The reimbursement ratios, or percentage of project costs eligible for reimbursements will remain the same for all practices. The increase in cost per units and associated project maximums will not be retroactively applied to completed projects or projects currently contracted through LIP.

OPTIONS CONSIDERED

- **Maintain the same project cost per unit rates for LIP BMPs and associated practice maximums**

This option was not recommended, as staff predict this would result in a continuation of barriers and decreases in incentives for cooperators to install BMPs through the LIP. This option could also lead to negative impacts on meeting ILA metrics.

- **Update cost per unit rates for LIP BMPs but do not update practice maximums**

This option was considered carefully by staff but was ultimately not recommended. As the LIP cost-share budget will not also increase with these rate increases, there is potential to fund fewer total projects and decrease the total number of cooperators reached. However, staff felt that having the practice maximums remain as they have been despite inflation would pose barriers and reduce incentives to cooperators installing BMPs.

EFFECTIVE DATE:

This policy will become effective upon approval by the Board of Supervisors.

FISCAL IMPACT

As the total LIP cost-share budget will not be increasing, an increase in unit maximums and associated practice maximums may decrease the number of projects the LIP can cost-share on each year, limiting the number of cooperators program services can reach. However, not adjusting the rates may also lessen the number of cooperators participating in the program through increasing barriers and decreasing incentives to implement BMPs.

MOTION

_____ Moved, _____ Seconded; Passed a motion to increase the unit maximums and associated project maximums in the Landowner Incentive Program for approved BMPs as outlined in Exhibit A and increase the KCD award maximum from \$30,000.00 to \$36,000.00. The reimbursement ratio for all BMPs would remain the same. The increase in unit and practice maximums and associated reimbursable amounts will not be retroactively applied to completed projects or projects currently contracted through LIP. Future updates to the unit maximums for LIP Best Management Practices will use a process that considers the evaluation of similar NRCS EQIP Practice Scenario unit maximums, project data from closed LIP practices, and contractor estimates.

Landowner Incentive Program Eligible Practices

EXHIBIT A

- Updated Rate Proposal

Best Management Practice	% of Total Cost Reimbursable	\$/ Unit Max	Practice Maximum	Maximum Reimbursement
Aquatic Area Buffer Planting	90%	\$36,000/project	\$36,000	\$32,400
Building Relocation from Aq. Area/Buffer	50%	Case by case	\$24,000	\$12,000
Bulkhead Removal	75%	Case by case	\$48,000	\$36,000
Buffer Fencing	75%	\$14/ft	\$35,000	\$26,250
Cover Crops	90%	\$200/acre	\$30,000	\$27,000
Forest Health Management	75%	\$36,000/project	\$36,000	\$27,000
Heavy Use Protection Area	50%	\$1,900/ animal unit	\$54,400	\$27,200
Pasture Health Management (Case by case combination of BMPs italicized below)	50-75%	Case by case dependent on which of the PHM BMPs apply to project needs	\$66,600	\$33,300-50,000
<i>Animal Trails & Walkways</i> <i>Forage & Biomass Planting</i> <i>Cross Fencing</i> <i>Brush & Herbaceous Weed Control</i>	See above – all practices apply to overall PHM BMP	\$1/ft ² \$400/acre \$7/ft \$333/acre	See above – all practices apply to overall PHM BMP	See above – all practices apply to overall PHM BMP
Roof Run-off Structure	50%	\$11/ft	\$31,400	\$15,700
Stream Crossings	75%	\$1,800/ft	\$48,000	\$36,000
Subsurface Drain	50%	\$25/ft	\$25,000	\$12,500
Waste Storage Facility	75%	\$2,000/animal unit	\$48,000	\$36,000
Watering Facility	50%	Case by case	\$24,000	\$12,000

**King Conservation District Board of Supervisors Meeting 02/11/2019
Agenda Action Briefing/Report AI 19-014**

SUBJECT:

To update the Landowner Incentive Programs (LIP) project cost per unit rates for the Buffer Fencing Best Management Practice (BMP) and Cross Fencing funded within the Pasture Health Management (PHM) BMP. To determine a standard method to evaluate unit maximums for all LIP Practices.

POLICY CONSIDERATION

Adjust the LIP project unit maximums for buffer and cross fencing to better reflect the market rate to implement both practices in King County. Determine a standard method to evaluate unit maximums for all LIP BMPs.

STAKEHOLDER INTERESTS

- Staff and board members of the King Conservation District
- Landowners working with the District and other industry practitioners to implement natural resource best management practices.

BACKGROUND

Currently, there is no standardized method to evaluate project unit maximums for BMPs funded through the Landowner Incentive Program. Many of these unit maximums have not been updated for a number of years and may not reflect the current market rate and other conservation organizations unit maximums. Staff developed a method to analyze unit maximums for LIP BMPs. The Buffer Fencing BMP and Cross Fencing funded through the Pasture Health Management BMP were chosen as a pilot for this method.

The unit maximums for Buffer and Cross Fencing Practices were adopted during the development of the Landowner Incentive Program, around 2008. The LIP unit maximums are \$5/ft for buffer fencing which is reimbursed at 75% or \$3.75/ft. The cross fence unit maximum funded within the Pasture Health Management BMP is \$3.00/ft which is reimbursed at 50% to 75% or \$1.50/ft to \$2.00/ft, respectively.

KCD Staff evaluated the average unit maximums from similar NRCS EQIP scenarios, recently closed LIP contracts, and King County fence contractor estimates. This research found that the current LIP unit maximums for buffer and cross fencing practices no longer reflect the current market value to implement these practices in King County. Please see the attached spreadsheet.

RECOMMENDATION

Staff recommend updating LIP unit maximums using the following method:

1. Evaluate similar NRCS EQIP scenario unit maximums
2. Evaluate recently completed LIP contract unit maximums
3. Evaluate King County contractor estimates of project cost per unit for the Practice
4. Use all three evaluations to guide KCD in determining an appropriate cost-share rate for the Practice.

King Conservation District Board of Supervisors Meeting 02/11/2019
Agenda Action Briefing/Report AI 19-014

Buffer Fencing Unit Maximum

KCD staff recommend a higher unit max of \$12.00/ft for Buffer Fencing. This recommendation takes into consideration:

- the increase in frequency of corners/H braces along riparian buffer fencing, which increase the total cost of the fence
- the often difficult installation of fencing along riparian shorelines, which requires additional labor
- NRCS EQIP cost/unit to implement similar fencing practice scenarios
- Feedback from contractors on the cost of implementing Buffer Fences

Cross Fencing Unit Maximum

KCD staff recommend increasing the unit maximum to \$6.00/ft, taking into consideration:

- We would like the unit max to reflect the cost to implement temporary cross fencing to promote rotational grazing and do not want to reflect the cost for more expensive, permanent fence types.
- NRCS EQIP cost/unit to implement similar fencing practice scenarios
- The cost of implementing this practice in King County based on contractors feedback.

The reimbursement ratio would remain at 75% for Buffer Fencing and 50 to 75% for Cross Fencing funded within the Pasture Health Management BMP. The project maximums for Buffer Fencing and Cross Fencing will remain at \$30,000 and \$20,000 respectively. The increase in project cost and associate reimbursable amount will not be retroactively applied to completed projects or projects currently contracted through LIP.

OPTIONS CONSIDERED (please see attached sheet for additional details)

- **Maintain the same project cost per unit rates**
 - Buffer Fencing - \$5.00/ft
 - Cross Fencing - \$3.00/ft
- **Adopt NRCS EQIP Unix Maximums**

Average Unit Maximum for similar EQIP Practice Scenarios:

 - Buffer Fencing - \$7.00/ft
 - Cross Fencing - \$5.00/ft

Highest Unit Maximum for similar EQIP Practice Scenarios:

 - Buffer Fencing - \$11.00/ft
 - Cross Fencing - \$7.00/ft

EFFECTIVE DATE:

This policy will become effective upon approval by the Board of Supervisors.

FISCAL IMPACT

An increase in unit maximums may impact the number of contracts available to landowners based on the current budget.

King Conservation District Board of Supervisors Meeting 02/11/2019
Agenda Action Briefing/Report AI 19-014

MOTION

 Moved, Seconded; Passed a motion to increase the unit maximums in the Landowner Incentive Program for Buffer Fencing from \$5/ft to \$12/ft and Cross Fencing practices from \$3/ft to \$6/ft. The reimbursement ratio would remain at 75% for Buffer Fencing and 50% to 75% for Cross Fencing funded within the Pasture Health Management Practice. The project maximums for buffer fencing and cross fencing will remain at \$30,000 and \$20,000 respectively. The increase in project cost and associate reimbursable amount will not be retroactively applied to completed projects or projects currently contracted through LIP. Future updates to the unit maximums for LIP Best Management Practices will use a process that considers the evaluation of similar NRCS EQIP Practice Scenario unit maximums, project data from closed LIP practices, and contractor estimates.

Buffer Fencing

Original Cost Per Unit \$/Foot	\$ 12.00	Maximum Reimbursement Cost Per Unit : \$12.00 * 75% = \$9.00
Updated Cost Per Unit \$/Foot	\$ 14.00	Maximum Reimbursement Cost Per Unit : \$14.00 * 75% = \$10.50

<p>Evaluated:</p> <p>Buffer fencing cost-share rates received a complete cost-share evaluation in 2019.</p>

One of the most commonly used, and expensive material to install for fences is lumber - which throughout the pandemic has had supply chain shortages and consequently extremely volatile prices over the past few years, rising and falling over 300 percent, and up to 40 % increases and decreases within a single month in multiple months in 2021 alone. Because of this volatility and market projections for continued decreases and stabilization of lumber prices (though not to pre-pandemic prices) we determined that the average between the CPI and NCI would be most appropriate. When compared to two projects installed in 2021 - we determined that it was near the cost to install a fence in King County.

The team discussed reassessing these prices at the end of 2022.

Different Reimbursement Scenarios	\$ / Foot
CPI to Install	\$ 13.32
NCI to Install	\$ 15.12
Average 2021 Install Prices	\$ 18.05
Total Average	\$ 15.50
Average CPI and NCI	\$ 14.22
Final Cost Per Foot	\$ 14.00

Waste Storage Facility

Original Cost Per Unit \$/Animal Unit	\$ 1,000.00	Maximum Reimbursement Cost Per Unit : \$1,000 * 75% = \$750
Updated Cost Per Unit \$/Animal Unit	\$ 2,000.00	Maximum Reimbursement Cost Per Unit : \$2,000 * 75% = \$1,500

Manure bins cost share rates are calculated by a dollar amount per animal unit. However, there is a range of animal units that may be recommended for the same bin. We evaluated the cost per animal unit for a three bin, concrete slabbed structure without a roof, which is the most commonly prescribed bin. To determine the unit we utilized the minimum Animal Units that would be required for a planner to recommend installing that sized bin.

Assessment of NCI and CPI since the time manure bins rates were last adjusted.

Considered frequent recent feedback from cooperators that rates did not come near the cost to implement this practice. Additionally, KCD planner observations that the level of construction required has increased substantially over the past 10 years since the rates were last adjusted. KCD regularly prescribes concrete pads and/or roofs for their benefits of natural resources, and engineers have other construction requirements to increase durability and meet code requirements. All of these elements increase costs.

We determined that the average cost to build a manure bin in the past three years divided by the minimum units required to build that bin would be the most representative.

The cost of construction of manure bins have been impacted by the supply chain issues during the pandemic. Additionally, there have not been many bins built with roofs in this time. Once market prices have died down, staff plan to reevaluate the cost of different types and size of bins, and base cost-share rates on planners recommendations to install bin size and type.

Different Reimbursement Scenarios	\$ / Animal Unit
Average Install Past 3 Years	\$ 1,637.67
Install an Average Bin w/ min units	\$ 2,008.25
NCI	\$ 1,567.31

Original Practice Maximum	\$ 30,000.00	Max Reimbursable = \$30,000 * 75% = \$22,500.00
Updated Practice Maximum	\$ 35,000.00	Max Reimbursable = \$35,000 * 75% = \$26,250.00

This cost-share rate would continue to support 2,500 feet or just under a half mile of buffer fence.

Original Practice Maximum	\$ 30,000.00	Max Reimbursable = \$30,000 * 75% = \$22,500.00
Updated Practice Maximum	\$ 48,000.00	Max Reimbursable = \$48,000 * 75% = \$36,000.00

The maximum number of animal units that could be cost-shared on with this increase would be 24 units. This is a decrease of six animal units from the prior rates. This decrease occurred because of the new increased maximum reimbursable cap for an individual project, which was increased from \$30,000 to \$36,000. However - we do not expect this decrease in AU maximums to significantly impact the accessibility of this BMP to cooperators. This expectation takes into consideration:

- Cooperators who have between 24 and 30 AUs would likely have similar manure storage requirements such as size, design and materials and have similar price points. Given the variance of number of AUs that would utilize the same size bin and have similar construction costs, staff are exploring further policy revisions to modify the calculation of cost-share rates from AUs to be based off the planner recommended bin size, and associated average costs to install. This will be explored at a later date and is outside of the scope of the current proposal to update unit maximums.

- The vast majority of cooperators KCD serves are smaller scale and do not meet the old (30) or new (24) maximum number of animal units.

- Cooperators that KCD serves that have higher AUs would have a higher likelihood of accessing funding through programs such as EQIP and WSCC commission grants than smaller scale operations and hobby farms, in part because a larger amount of animal units has a higher probability of impacting natural resources.

Average of all 3	\$	1,737.74
Final	\$	2,000.00

Roof Runoff Structure

Original Cost Per Unit \$/Foot	\$	7.00	Maximum Reimbursement Cost Per Unit : \$7 * 50% = \$3.50
Updated Cost Per Unit \$/Foot	\$	11.00	Maximum Reimbursement Cost Per Unit : \$11 * 50% = \$5.50

Evaluated:

Looked at the average cost per foot to install a roof runoff structure over the past 3 years. Took into account different gutter system needs such as downspouts, need to dig trenches etc.

Assessed NCI since last unit maximum adjustment.

Different Reimbursement Scenarios		\$ / Foot
Average Cost of Recently Installed	\$	10.94
NCI	\$	10.01
Average	\$	10.48
Final	\$	11.00

Original Practice Maximum	\$	20,000.00	Max Reimbursable = \$20,000.00 * 50% = \$10,000.00
Updated Practice Maximum	\$	31,400.00	Max Reimbursable = \$31,400.00 * 50% = \$15,700.00

The maximum amount of units able to install would be the same at 2,857 feet.

Subsurface Drain		
Original Cost Per Unit \$/Foot	\$	20.00
Updated Cost Per Unit \$/Foot	\$	25.00

Maximum Reimbursement Cost Per Unit : \$20 * 50% = \$10.00	
Maximum Reimbursement Cost Per Unit : \$25 * 50% = \$12.50	

Evaluated:

Looked at average cost to install in past three years.

Looked at CPI and NCI

Different Reimbursement Scenarios	\$ / Foot
Final	\$25.00

Original Practice Maximum	\$	20,000.00	Max Reimbursable = \$20,000.00 * 50% = \$10,000.00
Updated Practice Maximum	\$	22,500.00	Max Reimbursable = \$22,500.00 * 50% = \$12,500.00

The maximum number of units that can be cost-shared on is 1,000 feet and would stay the same with this unit maximum increase with the associated increases in the project maximum and the maximum reimbursable levels.

Stream Crossing					
Original Cost Per Unit \$/Foot	\$	1,100.00	Maximum Reimbursement Cost Per Unit : \$1,100.00 * 75% = \$825.00		
Updated Cost Per Unit \$/Foot	\$	1,800.00	Maximum Reimbursement Cost Per Unit : \$1,800.00 * 75% = \$1,350.00		

Original Practice Maximum	\$	40,000.00	Max Reimbursable = \$40,000* 75% = \$30,000.00	
Updated Practice Maximum	\$	48,000.00	Max Reimbursable = \$48,000 * 75% = \$36,000.00	

Evaluated:		
Inflation rates for the NCI and CPI from the year Stream Crossing unit maximums were updated until present. Discussed market volatility.		
Factored in the cost of recently installed of Stream Crossings through LIP. For projects implemented prior to 2018 utilized inflation from that year to average into total cost. Took into account scale of the project, difference in cost between smaller culverts and larger bridges. The average between larger scale crossings and smaller crossings is substantial. Evaluated recent bids for two ADAP stream crossings. Discussed how projects that are fish passage barriers or otherwise large due to depth and width of the channel or use type, can be very expensive. Fish passage barriers require larger crossings to allow room for passage, currently there is a dramatic price increase in supplies for these crossings. Additionally, ADAPs removal of sediments to mitigate flooding add depth to ditches and waterways can increase excavation and installation costs even without fish passage considerations.		
For these larger Stream Crossings other cost-share and grant programs have funding available through WSCC, NRCS that should be accessed first and in conjunction with LIP, however, the cost/unit rate when the bridges are under 26 feet would not meet the practice maximum allowed even though the cost/foot exceed those of the proposed unit maximum. Discussed being leery of raising the rates beyond the average as there would be a likelihood of over encumbering funding for smaller stream crossings that could result in reserving thousands of dollars beyond what is needed for a project that could be otherwise awarded elsewhere.		
For the time being the average between these two ends of the spectrum of Stream Crossings would suffice as a good stop gap - but staff determined need to further engage in conversations and development of policies allowing for a separate rate and method of calculation for crossings over a certain size.		
Different Reimbursement Scenarios	\$/Foot	
Average Cost/Ft Recently Completed Projects	\$1,300	
Average Cost/Ft CPI & NPI	\$1,650	
Average Cost/Ft of Bids for Larger Crossings	\$2,500	
Average of all 3	\$1,817	
	Final	\$1,800

The maximum number of feet that can be cost-shared on is approximately 26 feet. This is a decrease in 10 feet. However, for larger scale bridges they would almost always come close to meeting or exceeding the maximum. For smaller crossings, there is a significant decrease in costs below the average, and they would have additional funding in their award to implement larger crossings. For the time being this will suffice until we can determine parameters for the two crossing rates.

<

Forest Health Management

Original Cost Per Unit \$/Project	\$30,000.00	Maximum Reimbursement Cost Per Unit : $\$30,000 * 75\% = \$22,500.00$
Updated Cost Per Unit \$/Project	\$36,000.00	Maximum Reimbursement Cost Per Unit : $\$36,000 * 75\% = \$27,000.00$

Evaluated:	
------------	--

CPI inflation rates from the year Forest Health Management unit maximums were updated until present.

Examined the cost of recently implemented Forest Health Management Projects. Most recently Rural Forest Stewardship BMPs cost-share rates are calculated on a per project basis and are a combination of several BMPs. Project budgets are determined through contractor bids which take into account individual project site variables such as slope, invasive species presence and existing vegetation can all impact the cost to implement these practices. The LIP Review Committee will review bids and work with cooperators and contractors to ensure the budget levels are appropriate for the scope outlined in the contract.

Feedback from the Forestry Team is that they do not encounter many bids that exceed the current project budget maximum for this BMP. Many if not most of KCD's cooperators that utilize cost-share for forest stewardship manage small acreage forested lots. Larger acreage lots, (~ >10 acres) are likely to rank high enough to access NRCS EQIP funding to implement projects. However, there are occasionally larger projects or more challenging projects where having the flexibility to scope work for a larger budget will help get projects on the ground.

Staff felt a 20% increase in cost-share using the CPI inflation rates was an accurate reflection of the increase in cost-share rates.

		\$/Project
	Final	\$ 27,000.00

Original Practice Maximum	\$ 30,000.00	Max Reimbursable = \$30,000 * 75% = \$22,500.00
Updated Practice Maximum	\$36,000.00	Max Reimbursable = \$36,000 * 75% = \$27,000.00

Aquatic Area Buffer Planting

Original Cost Per Unit \$/Project	\$30,000.00	Maximum Reimbursement Cost Per Unit : \$30,000.00 * 90% = \$27,000.00
Updated Cost Per Unit \$/Project	\$36,000.00	Maximum Reimbursement Cost Per Unit : \$36,000.00 * 90% = \$32,400.00

Evaluated:	
------------	--

CPI inflation rates from the year Aquatic Area Buffer Plantings unit maximums were updated until present.

Examined the cost of recently implemented Riparian Forest Buffers and Hedgerows. Took into account that KCD managed/WCC implemented riparian projects will increase the cost of participation in the program as these cooperators reimburse KCD for 10 percent cost of installation. However, the team feels that in some cases for more expensive projects this will closer represent the true cost of implementation as there have been increases in the costs to crew time and supplies in recent years. This increase would allow KCD to take on slightly larger projects. Additionally, cooperators that utilize contractors instead of KCD crews are responsible for this 10% and any additional costs not covered in the contract.

The Riparian Stewardship Team felt that 20% increase in the unit maximum rate would allow for flexibility to meet the needs of larger projects and accurately reflect changes in project implementation costs.

	\$/Project
Final	\$ 32,400.00

Original Project Maximum	\$ 30,000.00	Max Reimbursable = \$30,000.00 * 90% = \$27,000.00
Updated Project Maximum	\$36,000.00	Max Reimbursable = \$36,000 * 90% = \$32,400.00

*** Watering Facilities and BMPs Under Pasture Health Management we did not have recent data on to do analysis so we utilized the inflation rates from when these cost-share rates were last updated.

King Conservation District Board of Supervisors Meeting

Agenda Brief: AI 15-021

Meeting Date: March 9, 2015

SUBJECT:

To adopt the attached practice maximums and cost share ratios for each Best Management Practice funded through the Landowner Incentive Program.

FISCAL IMPACT

There is no significant fiscal impact associated with the adoption of this policy.

POLICY CONSIDERATION

The LIP Budget is limited and most landowners cooperating with the district have access to funding through one or more of the eligible best management practices. Creating a practice maximum or cap will ensure that the funding is available throughout the year.

STAKEHOLDER INTERESTS

- Staff and board members of the King Conservation District
- Landowners working with District to implement natural resource best management practices.

BACKGROUND

Historically the Landowner Incentive Program has aimed to fund small acreage farm best management practices. Managed this way, the program was able to fund between 36-54 practices per year between 2008 and 2014 with a budget up to \$200,000.

As the program gains popularity there will continue to be a limit to the quantity of projects funded through the program even with an expanded budget. The creation of practice caps will ensure that there is equity among the quantity of funding landowners can receive and will help to distribute the funds to as many projects as possible. This caps were chosen based on actual costs of projects funded through LIP and a policy selected maximum that represents the upper limit KCD strategically wants to invest in any one particular best management practice.

****Please see attached table for proposed Landowner Incentive Cost-share ratios and Practice Maximums.**

Further data available upon request

CONSIDERATIONS

None considered at this time.

RECOMMENDATIONS

Staff recommends that the Board of Supervisors approve the proposed practice maximums.

MOTION

 Moved, Seconded; Passed a motion to adopt the attached practice maximums and cost share ratios for each Best Management Practice funded through the Landowner Incentive Program.

King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: March 14, 2022

AI 22-013

SUBJECT: 22-013

- Contract Approval for Compensation & Classification Study

FISCAL IMPACT

- This contract will appropriate \$63,000 of budgeted organizational development funding

POLICY CONSIDERATION

- There are no special policy considerations with this contract amendment

STAKEHOLDER INTERESTS

- There are no foreseen stakeholder interests with this contract amendment

BACKGROUND

- In February 2022 KCD issued a Request for Proposals for Compensation & Classification study. The purpose of this study is to determine proper job classifications for all KCD staff and to ensure the compensation is competitive with current market conditions
- Compensation Connections LLC of Snoqualmie Washington submitted a responsive and well-considered proposal to complete this study in a timely manner, and their methodology was sound. They were selected as the winning bidder for this project.

EFFECTIVE DATE:

- Upon approval by the Board of Supervisors

OPTIONS

- The Board of Supervisors has the option of approving the proposed contract or returning it to senior management for further work.

RECOMMENDATION

- Staff recommends that the Board approve the proposed contract.

MOTION

- I move to approve the proposed contract as presented.

Statement of Work King Conservation District March 7, 2022



Scope of Work

Compensation Connections LLC will conduct a classification and compensation study for King Conservation District.

Process

Discovery and Project Management


- Kick-off meeting with your project team to discuss the deliverables, timeline, transparency, communication about the project, the organization's long-term/strategic goals, and current issues that may affect the work.
- Examine the organization's classification and compensation program documentation, collective bargaining agreements, any prior pay analysis, any existing total rewards philosophy and strategy documents, and other relevant documents, analysis, policies, and procedures.
- Finalize a detailed project workplan with milestones, project activities, constraints, deliverables, and target due dates.
- Scheduling regular check-in meetings over the course of the project and additional working sessions or meetings to review work-product as needed. Meetings and working sessions will be conducted virtually, dependent on current COVID-19 protocols.

Compensation Philosophy and Comparable Organizations

- Discuss the District's total compensation philosophy, including relevant job market, comparable organizations, market reference point, role of benefits, etc.
- Outline the philosophy and comparable organizations, and present to the project team and others for discussion.

Job Analysis

- Develop a condensed job analysis questionnaire, then use the questionnaire to facilitate interviews with department leaders and key personnel to collect purpose, essential function, and other relevant information for each position.
- Review the existing job descriptions to flag where changes may be needed to reflect what was learned during the interviews.
- Offer suggestions as to format, options for standardizing some content, and utilize an equity lens to ensure job descriptions represent the knowledge, skills, education, and experience required to perform the job, and do not contain coded language.

- 
- Assess FLSA status for only those jobs that are likely to be in question, non-people-management positions for example. We estimate this to be 27 positions.

Market Study

- Conduct a market study for up to 34 positions and benefits such as paid time off, retirement, healthcare, term life, long- and short-term disability, and other ancillary benefits (to be determined).
- Finalize the comparable organizations (up to 10 employers) and benefit programs to research.
- Develop the data collection template and perform the initial research.
- Contact the comparable organizations to validate our initial research.
- Research up to 15 positions and your benefits utilizing published survey sources from our extensive survey library.
- Compile and analyze the comparable employer data and published survey market data.
- Apply a geographic differential to the salary data in order to normalize it to the Renton area, if applicable.

Salary Structure

- Review the existing salary structure and recommend updates that align with the external market and your compensation philosophy.
- Meet with the project team to discuss potential options for the salary structure.
- Map classifications/titles into the updated structure.

Employee Pay Analysis

- Compare employees' current pay to the proposed salary range structures
- Recommend pay adjustments as applicable.
- Meet with the project team to review the initial findings of the pay analysis.

Non-Salary Compensation Package

- Assess the District's benefits package and suggest potential additions or modifications related to program design. We will discuss our ideas with the project team and adjust as needed.
- Reviewing compensation program documentation.
- Meet with the project team to check our understanding, walk through the organization's processes, ask questions, and obtain additional documentation if needed.
- Suggest updates or additions to the compensation practices that support the District's goal to be a modern, equitable, and competitive workplace.

Recommendations, Report and Presentations

- Present all of the initial recommendations to the project team, ensuring understanding and agreement.
- Develop a report summarizing the project methodology, findings, and recommendations.
- Develop implementation options that align with District budget and goals.
- Model the options and determine budget impacts.

- Working closely with the project team, we will develop the final recommendations for implementation.
- Present the final report to District leadership and to the Board of Supervisors.

Timing

Barring any unforeseen delays on the part of King Conservation District, the project work will be completed by June 30, 2022.

Project Budget and Invoicing

The chart below outlines the major project elements and the estimated hours and cost for each. This estimate is based on a rate of \$240 per project hour.

Project Element, Hours, and Cost		
Project Element	Hours	Cost
Discovery, Compensation Philosophy, Project Management	40	\$9,600
Job Analysis	90	\$21,600
Market Study, Structure, Employee Pay Analysis	70	\$16,800
Non-Salary Compensation Package	30	\$7,200
Recommendations, Report, Presentations	35	\$8,400
Project Total, Not-to-Exceed / All Inclusive	265	\$63,600

We will invoice on a monthly basis for work completed in the month, up to the total not-to-exceed project budget amount (above). We understand that the District would like a summary of project progress submitted with each invoice.

Terms and Conditions

Please refer to our Standard Terms and Conditions below.

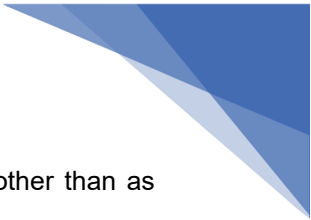
Acknowledged and Agreed

Authorized
Representative: _____ Date: _____

Signature: _____ Organization: King Conservation District

STANDARD TERMS AND CONDITIONS

1. **Services.** Compensation Connections LLC will provide the professional services and deliverables described in the attached Statement of Work (SOW).
2. **Organization Personnel.** Compensation Connections LLC will be responsible for the performance of its personnel, including its employees, agents and subcontractors (collectively, "Personnel") under this Agreement.
3. **Dues, Fees, Expenses and Invoices and Taxes**
 - 3.1. **Dues and Fees.** Client is subject to, and agrees to abide by, the Compensation Connections LLC Rates in effect as of the effective day of this Agreement, and will be subject to, and notified of, any modifications to Rates. Client will compensate Compensation Connections LLC for services rendered in the above Statement of Work.
 - 3.2. **Expenses.** Client will reimburse Compensation Connections LLC for expenses that Compensation Connections LLC reasonably incurs in connection with the Services defined in Section 1.
 - 3.3. **Invoices.** Fees and Expenses. Unless otherwise set forth in an applicable Statement of Work (SOW), Client will pay Compensation Connections LLC all undisputed amounts within 15 days after receipt of Compensation Connections LLC invoice. Client is responsible for all applicable taxes, duties or other charges, including sales or use taxes, imposed by any federal, state or local governmental entity on Services and Deliverables provided by Compensation Connections LLC under this Agreement. If Compensation Connections LLC is obligated by applicable law or regulation to collect and remit any taxes relating to the Services, then Compensation Connections LLC will add the appropriate amount to Client's invoices as a separate line item.
4. **Term**
 - 4.1. **Term.** The term of this Agreement will begin on the Effective Date and will continue for the duration of work for Client by Compensation Connections LLC.
 - 4.2. **Termination.** Client may terminate this Agreement in whole or in part, on thirty (30) days' prior written notice. If Client terminates the Agreement pursuant to this Section, Client will be responsible for any portion of the compensation owed to Compensation Connections LLC for any Services, or Expenses provided through the termination date.
5. **Ownership and Copyright of Materials**
 - 5.1. **Written Materials.** Written materials as used within this Agreement shall mean all written materials created by or for Client and delivered or communicated to Client by or on behalf of Compensation Connections LLC, including but not limited to all drafts and final revisions, electronic copies, derivative works, and all correspondence and written communication incident thereto.
 - 5.2. **Electronic Materials.** Electronic materials as used within this Agreement and pursuant to any Statement of Work (SOW) shall mean all electronic materials created by or for Client and delivered or communicated to Client by or on behalf of Compensation Connections LLC, including but not limited to all drafts and final revisions, electronic copies, video components, audio components, DVD or CD versions, derivative works, and all correspondence and written communication incidental thereto.
 - 5.3. **Copyrights.** Compensation Connections LLC retains ownership of all copyrights in the written and electronic materials designed for or delivered to Client and any copies thereof.
 - 5.4. **Trade Secrets.** The written and electronic materials, any information relating to the use of the same, and any methodologies embodied therein are confidential trade secrets and remain the exclusive property of Compensation Connections LLC
 - 5.5. **Videotaping, Audio Taping, Photographing of Personnel.** The videotaping, audio taping or photographing of Compensation Connections LLC Personnel by any means is strictly prohibited unless prior written or e-mail authorization is granted by Compensation Connections LLC.
6. **Mutual Non-Disclosure**
 - 6.1. The undersigned acknowledges that the Client has furnished to Compensation Connections certain proprietary data ("Confidential Information") relating to the business affairs and operations of the Client for use by Compensation Connections as part its work on behalf of the Client.
 - 6.2. It is acknowledged by Compensation Connections that the information provided by the Client is confidential; therefore, Compensation Connections agrees not to disclose it and not to disclose

- 
- that any discussions or contracts with the Client have occurred or are intended, other than as provided for in the following paragraph.
- 6.3. It is acknowledged by the Parties that the information to be furnished is in all respects confidential in nature, other than information which is in the public domain through other means and that any disclosure or use of same by the disclosing party, except as provided in this agreement, may cause serious harm or damage to the other party, and its owners and officers. Therefore, Compensation Connections agrees that Compensation Connections will not use the information furnished for any purpose other than as stated above, and agrees that neither party will not either directly or indirectly by agent, employee, or representative, disclose this information, either in whole or in part, to any third party; provided, however that (a) information furnished may be disclosed only to those directors, officers and employees of the disclosing party and to the disclosing party's advisors or their representatives who need such information for the purpose of evaluating any possible transaction (it being understood that those directors, officers, employees, advisors and representatives shall be informed by the disclosing party of the confidential nature of such information and shall be directed by the disclosing party to treat such information confidentially), and (b) any disclosure of information may be made to which the other party consents in writing.
7. **Independent Contractor Relationship.** Compensation Connections LLC is and shall be an independent contractor and shall have the sole right to supervise, manage, operate, control, and direct the performance of the details incident to its agents or subcontractor's duties hereunder. IN NO EVENT SHALL COMPENSATION CONNECTIONS LLC AND/OR ITS SUBSIDIARY OR SUBSIDIARIES, BE OBLIGATED OR HELD LIABLE TO CLIENT ORGANIZATION OR ITS PARTICIPANTS FOR ANY DAMAGES DUE TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICE, PRODUCT OR PROGRAM, AND FOR ANY OTHER REASON RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO LOST PROFITS, DELAYS, SUITS BY THIRD PARTIES, CONSEQUENTIAL OR INCIDENTAL DAMAGES.
8. **Indemnification.** Client hereby agrees to defend, indemnify and hold harmless Compensation Connections LLC, its subsidiary or subsidiaries, executives, board of directors, associate consultants, and employees, from any and all claims, debts or liabilities of any kind relating to or arising from the Agreement (including attorneys' fees and costs related to such claims, debts or liabilities and to enforcing this indemnity), which shall include actions resulting from or in connection with the termination or injury of any employee of Client, any employee of Compensation Connections LLC or a breach of the Client's obligations under this Agreement.
9. **Governing Law.** This Agreement is governed by the laws of the State of Washington, excluding its conflicts of law rules. Exclusive venue for any action hereunder will lie in the state and federal courts located in Seattle, King County, Washington and both parties hereby submit to the jurisdiction of such courts. The prevailing party in any action hereunder will be entitled to its' reasonable attorney's fees and costs.
10. **Entire Agreement/Amendments.** This Agreement, including all exhibits that are incorporated herein by reference, contains the entire agreement of the parties regarding the subject matter described herein. The provisions of this Agreement may not be amended except by an agreement in writing signed by authorized representatives of both parties referencing this Agreement and stating their intention to amend this Agreement.
11. **Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein will remain in full force and effect in such jurisdiction and will be liberally construed to effectuate the purpose and intent of this Agreement.
12. **Successor and Assigns.** Compensation Connections LLC may assign, directly or indirectly, all or part of its rights or obligations under this Agreement. This agreement benefits and binds the parties and their successors and assigns.
13. **Waiver.** The failure of Compensation Connections LLC or Client to enforce at any time any provision of this Agreement shall not be construed as a waiver thereof.

King Conservation District Board of Supervisors Meeting
Action/ Agenda Briefing Report AI 22-015
Meeting Date: 3-14-22

SUBJECT: To approve the cost-share rates and suggested practices for the wildfire cost-share program designed to reduce wildfire risk to King County residents.

FISCAL IMPACT

The budget for wildfire cost-share has been set by the ILA as allocating \$102,000 to be awarded on projects that would assist communities and landowners in moderate to high-risk areas of King County reduce their wildfire risk. Cost-share rate will be set at 25-75 percent depending on the size of the property and the funded practice. There will be an option for KCD to cover 100 percent of project cost paid directly to the contractor in instances of financial hardship or emergency. This proposal would not affect the spending level of the program; rather it sets cost-share rates and approved practices.

POLICY CONSIDERATION

Working with the Wildfire Mitigation Working Group, KCD will determine where and how limited resources should be spent by choosing a slate of wildfire risk reduction projects, allowing flexibility to respond to real-world conditions and unforeseen circumstances, while ensuring that we sustain the committed level of investment in wildfire risk reduction projects in alignment with ILA goals.

STAKEHOLDER INTERESTS

- Staff and board members of the King Conservation District
- KCD Wildfire Mitigation Working Group – Composed of King Conservation District (KCD), Washington State Department of Natural Resources (WADNR), King County Department of Natural Resources and Parks (KCDNRP), and Eastside Fire and Rescue (ESFR).
- Municipal jurisdictions working with the district to implement wildfire mitigation best management practices.
- People living and working within the project municipal jurisdictions

BACKGROUND

Historic Allocation Information:

As part of the process to develop a system of Rates and Charges for 2020-2025, the King CD solicited stakeholder input (including the Board of Supervisors) regarding the work to be financed. As a result of the feedback received, King CD elected to include a budget of \$52,000 annually for wildfire mitigation cost-share projects to assist communities and small private landowners in reducing their wildfire risk and increasing the resiliency of our private forest. (In 2021, the program allocated \$2000 to fund a chipper day for the Mirrmont Community.)

Current Allocation Proposal:

This policy would enable us to release funds and invest them in wildfire mitigation working group-approved wildfire risk reduction projects at the following rates per practice:

Landowner	Project Type	Cost-Share Rate	Maximum Cost Share Amount
Standard Cost Share rate (single Landowner < 20 acres)	Large-scale projects: Shaded fuel break,	50%	\$2000.00

King Conservation District Board of Supervisors Meeting
Action/ Agenda Briefing Report AI 22-015
Meeting Date: 3-14-22

Organized Communities (HOA, Community Association etc.)	Pruning, thinning, fire-safe native plant installation, home hardening	75%	\$5000.00
Multiple Landowners (5+ adjacent) or Single Landowner (20-50 acres of treatment)		75%	\$5000.00
All	Chipper Days	Flat	\$2500.00
	Community Education Events (venue, outreach)	Flat	\$1000.00
	Dumpster Days	Flat	\$1500.00

Communities that express financial hardship, can work on a sliding scale, up to 100% coverage as approved by the Wildfire Working Group. This reduces barriers that could limit some communities and small private landowners from conducting wildfire mitigation practices. In-kind labor and use of personally owned machinery are eligible for reimbursement. In-kind labor and use of personally owned machinery are also eligible for match at the rates listed below. In-kind labor will not be paid directly to the landowner but will be deducted from the landowner's portion of the proposed project. KCD will assume responsibility to pay the value of in-kind labor funds directly to contractor.

Description of work or item	Rate
Manual labor	\$20/hr.
Person with power equipment (i.e., chainsaw, Auger)	\$20/hr.
Small Tractor (up to 40 hp)	\$45/hr.
Medium Tractor (40-70 hp)	\$60/hr.
Masticator	\$175/hr.
Truck (under 2 tons)	\$50/hr.
Truck (2 tons and over)	\$70/hr.
6-inch chipper	\$26/hr.
12-inch chipper	\$60/hr.
Dump trailer	\$18/hr.
Chipper Crew	\$2500/day.

Timeline Proposal

Policy will become effectively immediately pending Board of Supervisors approval.

AI 14-014

King Conservation District Board of Supervisors Meeting
Action/ Agenda Briefing Report AI 22-015
Meeting Date: 3-14-22

RECOMMENDATIONS

Staff recommends the board approve the cost-share rates and practice as laid out in this proposal, allowing wildfire mitigation funding to be released to Wildfire Mitigation Working Group-approved projects.

MOTION

_____ Moved, _____ Seconded; Passed a motion to approve the cost-share rates and practice as laid out in this proposal, allowing wildfire mitigation funding to be released to Wildfire Mitigation Working Group-approved projects.



Wildfire Resiliency Best Management Practices

February 2022

This guidebook of Best Management Practices shall serve as detailed recommendations for landowners or contractors to implement Fire Resiliency Prescriptions provided by King Conservation District with the purpose of:

- defending homes and other structures against wildfire by altering the immediately surrounding landscape
- minimizing fire fuel loading
- reducing the concentration of ladder fuels that can turn a surface fire into a dangerous crown fire
- creating fuel breaks to prevent spread of wildfire near homes and structures
- replacing flammable vegetation with more fire-resistant, native plant species

For each prescription recommended, the person(s) implementing shall refer to this guidebook for proper installation instructions. All Best Management Practices below have been adapted from applicable NRCS Conservation Practice Standards and Specifications and guidance from King County and WA DNR foresters.

Considerations and Criteria for Implementation:

All Wildfire Mitigation Practices should be implemented to reduce wildfire risk and be careful not to degrade slope stability or soil structure.

Always consider the local King County Critical Areas Ordinance and apply for the appropriate permit if applicable.

Criteria to Manage Fuel Loads to Achieve Desired Conditions:

- Control undesirable woody plants in a manner that creates the desired plant community, including the desired fuel load, to reduce the risk of wildfire, or to facilitate the future application of prescribed fire.
- Reduce the amount of fuels to an acceptable level by controlling height, size, amount and distribution.
- Consider impacts to wildlife food supplies, space, and cover availability.
- Consider soil erosion potential and difficulty of vegetation establishment when choosing a method that causes soil disturbance.
- Treatment methods (i.e. piling, chipping/masticating, lop and scatter, off-site removal) will achieve landowner objectives while adequately protecting land and water resources. Care shall be taken to minimize injury to or function of the residual plant communities. Timing of treatment shall coincide with intended purpose(s) and minimize impact on other resources.
- Consider effects on soil carbon when off-site removal of woody material is to occur.
- Consider the appropriate time period for treatment.
- Consider the beneficial and other effects on cultural resources, and threatened and endangered species, natural areas, and wetlands.

Criteria to Manage Ladder Fuels to Achieve Desired Conditions:

- Maintain the health and vigor of trees and shrubs by removing the minimum amount of living biomass required to achieve the pruning objective. Maintain recommended crown ratios for the treated species.
- Use proper pruning methods, techniques, and timing for each species to achieve the pruning objective.
- Use proper pruning procedure(s) and tools to minimize stress and damage to the residual tree or shrub.
- Time all pruning and shearing activities to minimize negative impacts on the site, soils, and vegetation.
- Schedule the timing of pruning and shearing operations to minimize disturbance to seasonal wildlife activities.
- Distribute residue throughout the site; however, moving residues away from stems of trees or shrubs is acceptable. Residues may be chipped or mulched to speed incorporation into the soil.

- Consider the potential impacts of planned vegetative residue treatment methods on soil, water, animal, plant, energy, and air resources (e.g., retaining residues on site vs. removal or burning). Soil quality is improved through inputs of vegetative residue that supply nutrients and organic matter.

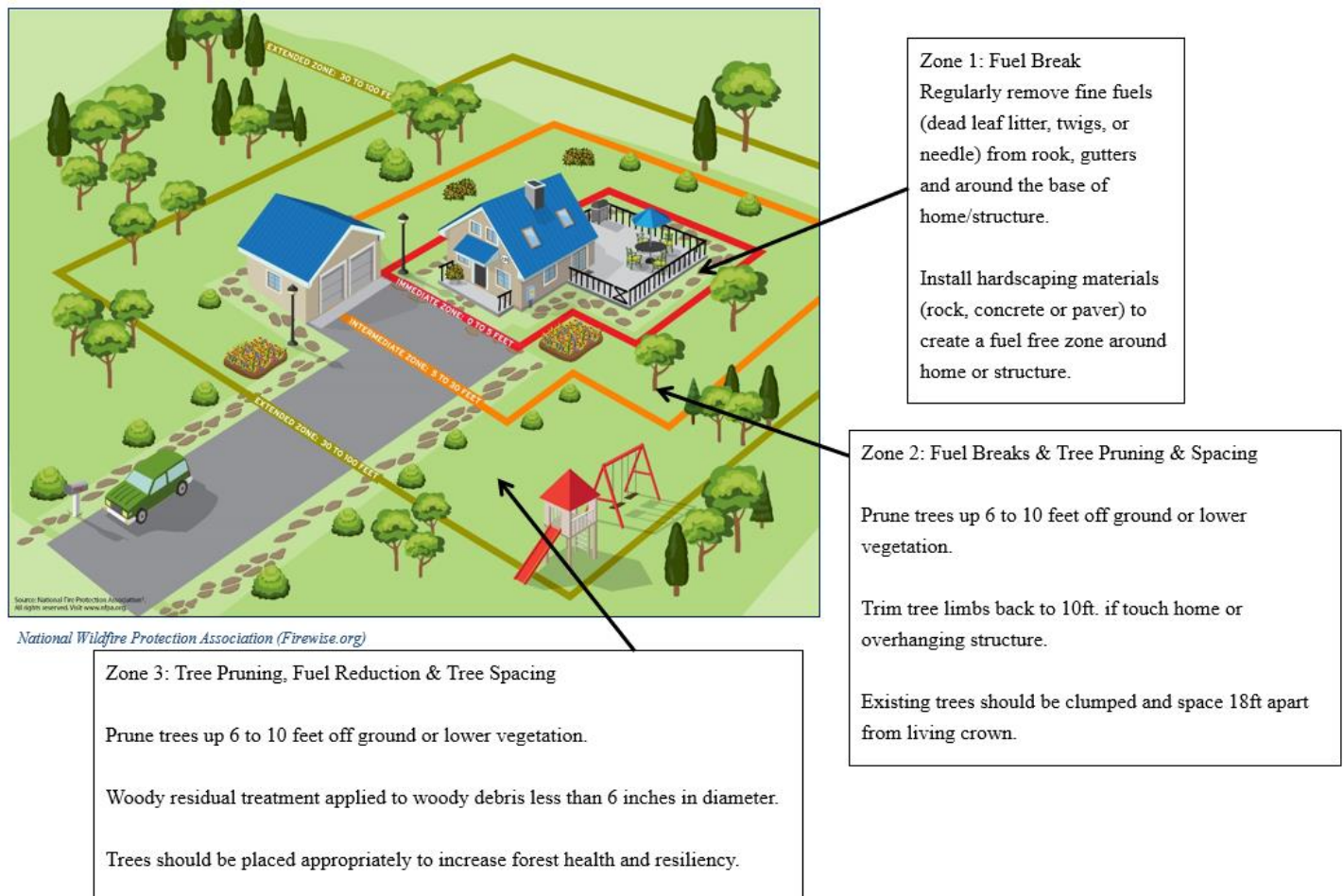
Criteria to Reduce Fire Risk by Forest Stand Improvement:

- Reduce stocking rates and alter spatial arrangement of trees to minimize crown-to-crown spread of fire.
- Implement forest stand improvement activities in ways that avoid or minimize soil erosion, compaction, rutting, and damage to remaining vegetation, and that maintain hydrologic conditions. Protect site resources by selecting the method, felling direction and timing of tree felling, and heavy equipment operation.

Home Ignition Zones:

All prescriptions recommended by KCD refer to the Home Ignition Zone in which they should be implemented. The concept of the home ignition zone was developed by retired USDA Forest Service fire scientist Jack Cohen in the late 1990s. The HIZ is divided into three zones: the immediate (0-5 ft), intermediate (5-30 ft), extended (30-100ft). The extended zone can extend out to 200 ft from a home or structure depending on the topography.

Example installation of fire resiliency prescriptions according to zone:



Wildfire Resiliency Conservation Practices:

Fuel Break:

The purpose for creating a fuel break is to control and reduce the risk of the spread of fire by treating, removing, or modifying vegetation, debris and detritus.

In the area specifically designated for creating a fuel break, the spacing and arrangement of selected vegetation species shall be established according to the following guidelines:

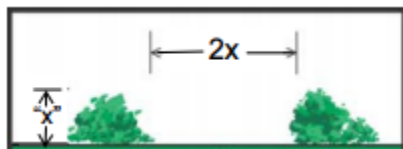
Zone 1 Immediate (home/structure to 5 feet from home or structure)

Establish the following conditions when applying the *Fuel Break Prescription*.

Dead Vegetation Treatment: Dead vegetation should be removed within the Immediate Zone. The chart below contains the practices needed for each type of dead vegetation.

RECOMMENDED PRACTICE	
STANDING DEAD TREE	Remove all standing dead trees from within the defensible space area.
DOWN DEAD TREE	Remove all down dead trees within the defensible space area if they have recently fallen and are not yet embedded into the ground. Downed trees that are embedded into soil and which cannot be removed without soil disturbance should be left in place. Remove all exposed branches from an embedded downed dead tree.
DEAD SHRUBS	Remove all dead shrubs from within the defensible space area.
DRIED GRASSES and WILDFLOWERS	Once grasses and wildflowers have dried out or "cured," cut down and remove from the defensible space area.
DEAD NEEDLES, LEAVES, BRANCHES, CONES (ON THE GROUND)	Reduce thick layers of pine needles to a depth of two inches. Do not remove all needles. Take care not to disturb the "duff" layer (dark area at the ground surface where needles are decomposing) if present. Remove dead leaves, twigs, cones, and branches.
DEAD NEEDLES, LEAVES, BRANCHES, AND TWIGS (OTHER THAN ON THE GROUND)	Remove all dead leaves, branches, twigs, and needles still attached to living trees and shrubs to a height of 15 feet above ground. Remove all debris which accumulates on the roof and in rain gutters on a routine basis--at least once annually.
FIREWOOD AND OTHER COMBUSTIBLE DEBRIS	Locate firewood and other combustible debris--wood scraps, grass clippings, leaf piles, etc.--at least 30 feet uphill from the house.

Live Shrubs Treatment: To create a sufficient break needed for individual shrubs and tight clusters of shrubs, establish a separation distance (between the outermost branches/foliage) equal to 2 times the average height of the shrubs.



Maintain this separation by implementing one or a combination of the following:

- consistently mow/trim regrowth
- cover area with gravel or other non-flammable material

Live Trees Treatment: Break up the continuous dense cover of trees within the identified area by establishing a minimum spacing of 10 feet off home and structures from the outermost branches/foliage of individual and tight clusters of trees.



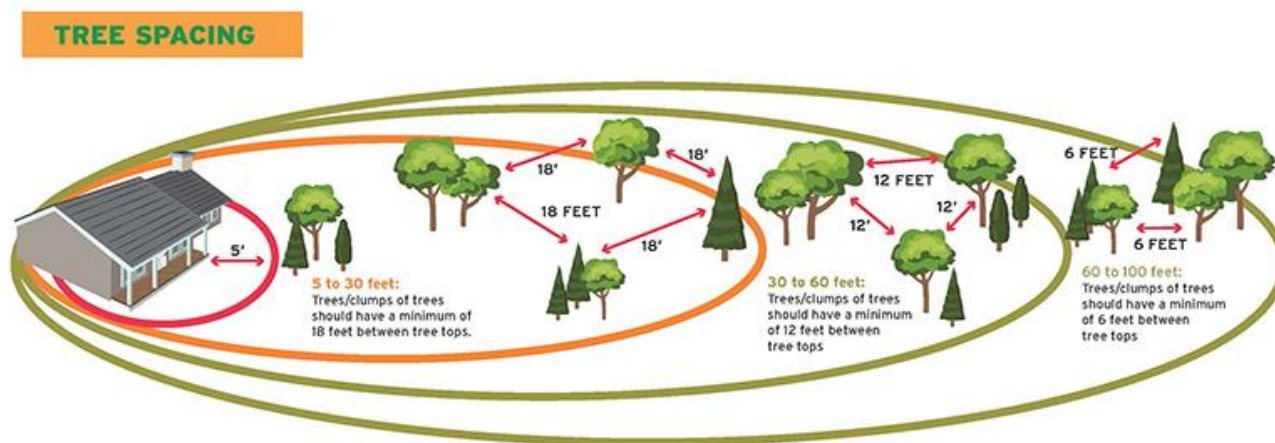
Trees to be removed should be cut as close to ground as possible.

Hardscape Landscaping Prescription: Remove combustible product (bark, mulch etc.) and replace with non-combustible products such as rock, pavers, and concrete to create a no fuel zone within the first 5 feet of home or structure. Combustible materials are to be removed from property or spread at least 30 feet away from the structure in a manner that doesn't increase wildfire risk.

Apply the Woody Residue Treatment Prescription to the woody residue created during application of the Fuel Break Prescription.

Trees/Shrub Pruning:

Tree/shrub pruning is a treatment applied to trees and shrubs that involves the removal of selected branches. It addresses safety concerns by removing fuels that contribute to wildfire risk (ladder fuels).



Zone 1 Immediate (0 to 5 feet from home or structure)

Some tree branches may be too close to the roof or siding and pose a fire risk. It is recommended that a 10-foot separation be established between the outer-end of tree branches and the roof surfaces or siding by pruning back tree limbs.

Zones 2 & 3 Intermediate/Extended (5 to 100 feet* from home or structure) *out to up to 200 feet on steeper slopes

Dangerous ladder fuels exist when dead tree branches or conifer branches are in close proximity to ground fuels (such as flammable brush and dry, dead branches and twigs).

Tree Pruning: Remove the lower limbs of trees by pruning branches from the main trunk up to a vertical height of 6 to 10 feet from the ground or underlying vegetation; for shorter trees do not exceed 1/3 of the overall tree height. For example, if a tree is only 21 feet tall, do not prune above 7 feet from ground

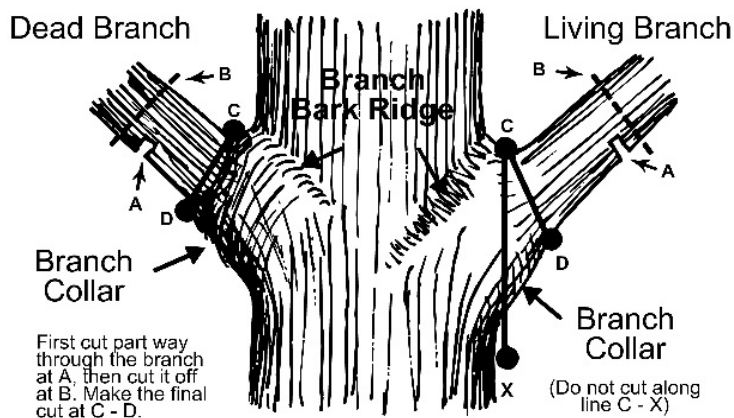
Select the appropriate time of the year. The best time to prune living branches is late in the dormant season or very early in spring before leaves form. Growth is maximized and wounds close faster. Flowering trees should be pruned after blooming. Routine maintenance pruning of dead or dying branches can be done at any time.

Select the appropriate tool(s). Appropriate tools are handsaws, pruning shears, telescoping pruning saws or shears (extended on a pole), and chainsaw. NOTE: The sharpened teeth of a chainsaw shred woody material rather than creating a clean cut and therefore should only be used if efficiency is required for larger-scale pruning projects. Manual tools are better suited for most pruning jobs. Make sure that you take care to learn the proper techniques for use of the tool(s) you select.

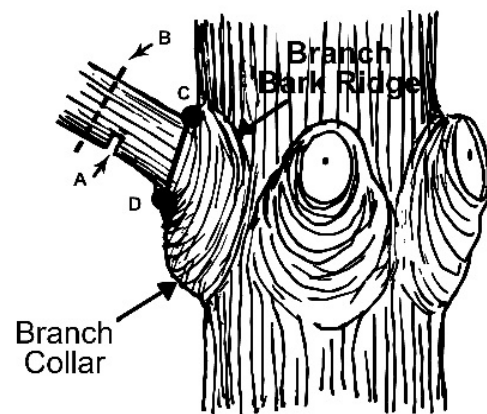
Some jobs may require a ladder or extended tool to reach limbs above your reach. If you are uncomfortable pruning any tree limbs, consider arranging for someone else to perform the work (such as an experienced neighbor, family member, or professional tree service contractor).

Use proper pruning techniques to complete the job, which are described below.

Proper Pruning Principles



Hardwoods



Conifers

Making the first cut a distance away from the branch collar will prevent the weight of the branch from shearing off of the main trunk and stripping bark. This damage could greatly reduce the health of the tree and become a safety risk to the person doing the pruning. Start with a cut below the branch at 'A' until the weight of the branch starts to clamp down on the blade of whichever tool you are using. Finish the cut by moving the tool to the top of the branch and cut down through 'B'.

Finish the pruning job by making the final cut as parallel as possible to the outer edge of the branch collar (across 'C' and 'D'). For hardwood trees, this final cut should be made right along the branch collar, taking care not to cut into

the collar. For conifer trees, this final cut should be made slightly outside of the branch collar, leaving as small of a gap as is possible with making the pruning job difficult. Typically, around ½ inch or less is preferable.

Never cut into the branch collar. However, mistakes sometimes occur. Should the branch collar be cut, continue on to the next branches to prune and allow the tree to naturally heal. Trying to fix a branch collar cut could lead to further damage.

Considerations:

- When pruning diseased wood, disinfect pruning and shearing tools as needed to minimize the spread of pathogens.
- Removing live branches and foliage decreases tree and shrub energy reserves and ability to photosynthesize. Improper pruning methods that remove too much material, or lead to structural defects and breakage, can impact the health and vigor of trees and shrubs.
- Remove down wood created from pruning by applying the Woody Residue Treatment prescription described in this document.

Below is an example of the exact same location in a forest before and after applying the Tree/Shrub Pruning Prescription.



Low-hanging branches before pruning



Lower branches pruned to create 10-foot separation

Below is an example of a proper hardwood tree pruning.



Pruning aligned with the branch collar.

Below is an example of a proper conifer tree pruning.



Pruning aligned with branch collar and no damage to surrounding bark along the trunk. Keep as much of the branch collar intact as possible.

Apply the Woody Residue Treatment Prescription to the branches removing during pruning.

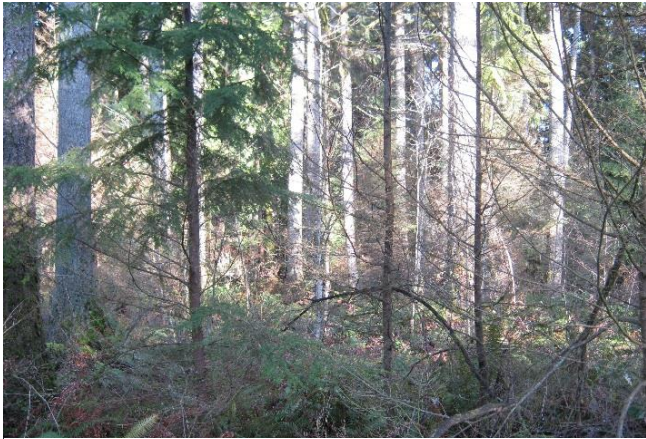
Fuels Reduction:

Zone 3 Extended (30 to 100 feet* from home/structure) *out to up to 200 feet on steeper slopes

Fell conifers less than 6 inches DBH with less than 25% live crown if they are under taller conifers.

Apply the Woody Residue Treatment Prescription to all woody material resulting from application of the Fuels Reduction Prescription.

Below is an example of the exact same location in a forest before and after applying the Fuels Reduction Prescription.



Before fuels reduction (small diameter branches)



After fuels reduction

Forest Stand Improvement:

When trees are not properly spaced in the forest, branches and foliage can die and become wildfire fuels. In this situation, natural resources such as light, water, and nutrients is often also denied from understory vegetation causing them to die back and become a risk for wildfire.

Zone 3 Extended (30 to 100 feet* from home/structure) *out to up to 200 feet on steeper slopes

Reduce stocking rates and alter spatial arrangement of trees to minimize crown-to-crown spread of fire. Fell conifer trees to achieve the desired stocking rates according to the tables listed below. When multiple tree species are present, select one that achieves the desired stocking density for all species. Select the widest tree spacing possible to meet all the above criteria. Leave trees will be selected according to site conditions and identified forest resources concerns (e.g. healthiest or by specific species priorities).

TABLE 2

ACCEPTABLE FOREST STAND DENSITIES for various shade tolerance groupings (developed by taking optimum densities from Table 1 and broadening them, on a stem-per-acre basis, by plus or minus 25 percent).

Average Stand DBH (in.)	STEMS-PER-ACRE (minimum to maximum)								
	(1) Very Shade- Tolerant	(2) Shade Tolerant	(3) Moderately Shade Tolerant	(4) Moderately Intolerant	(5) Intolerant	(6) Intolerant (edaphic)	(7) Intolerant (edaphic- climate)	(8)* Column 6+2', and 7+1'	(9)* Column 7+2'
≤2	404+	327+	270+	227+	193+	167+	145+	145+	145+
2-9	270-672	227-545	193-450	167-378	145-322	128-278	113-242	101-213	90-189
10	193-545	167-450	145-378	128-322	113-278	101-242	90-213	82-188	74-168
11	167-450	145-378	128-322	113-278	101-242	90-213	82-188	74-168	68-151
12	145-378	128-322	113-278	101-242	90-213	82-188	74-168	68-151	62-136
13	128-322	113-278	101-242	90-213	82-188	74-168	68-151	62-136	57-123
14	113-278	101-242	90-213	82-188	74-168	68-151	62-136	57-123	52-113
15	101-242	90-213	82-188	74-168	68-151	62-136	57-123	52-113	48-103
16	90-213	82-188	74-168	68-151	62-136	57-123	52-113	48-103	45-95
17	82-188	74-168	68-151	62-136	57-123	52-113	48-103	45-95	42-87
18	74-168	68-151	62-136	57-123	52-113	48-103	45-95	42-87	39-81
19	68-151	62-136	57-123	52-113	48-103	45-95	42-87	39-81	36-75
20	62-136	57-123	52-113	48-103	45-95	42-87	39-81	36-75	34-69
21	57-123	52-113	48-103	45-95	42-87	39-81	36-75	34-69	32-65
22	52-113	48-103	45-95	42-87	39-81	36-75	34-69	32-65	30-61
23	48-103	45-95	42-87	39-81	36-75	34-69	32-65	30-61	28-57
24	45-95	42-87	39-81	36-75	34-69	32-65	30-61	28-57	27-53

* NOTE: Wider spacing to benefit grazing of understory.

Native Conifer Shade Tolerance Classes:

- (1) Very Shade Tolerant: Subalpine fir, Pacific silver fir, Western red cedar
- (2) Shade Tolerant: Western hemlock, Sitka spruce, Engelmann spruce, Grand fir
- (3) Moderately Shade Tolerant: Douglas-fir (coastal)
- (4) Moderately Intolerant: Douglas-fir (inland), Ponderosa pine, Western white pine
- (5) Intolerant: Western larch, Lodge pole pine

Apply the Woody Residue Treatment Prescription to the felled trees. The felling of conifer trees should be done by certified professional services (an arborist or forester being most desirable) in accordance with local, state and federal regulations and permitting requirements. Felling cuts should be as close to the ground as possible and parallel to the prevailing slope. Below is a good example of a proper felling cut.



Figure 5: Cut is close to the ground, flat and parallel. There is minimum risk for injury when walking near this cut.

Wildlife Considerations: Widely spaced, small groupings of trees should be retained as long as they are healthy and are arranged to avoid build-up of ladder fuels. This practice will create better structural diversity, which will promote good wildlife habitat. If able to meet the wildfire risk reduction goal of minimizing ladder fuels, leave clusters of two to three trees with at least 30-foot spacing between clusters.

Woody Residue Treatment:

Chipping/Mastication

Use mechanical methods to convert woody debris and/or brush to chips and chunks of varying sizes and either distribute on-site or remove and utilize offsite as landscape mulch or for other purposes.

If you do not have personal equipment (which you are able to operate properly and safely) capable of converting woody debris to chips, then consider arranging for a professional contractor to perform the work.

For safety purposes, humans and animals must be excluded from areas being treated by equipment. Operate machinery to minimize bark damage to the residual trees.

Keep heavy equipment off forest soils. Position equipment on hardened trails or other surfaces such as driveway, sidewalks, or roadsides.

Minimize disturbance to forest soils.

Lop & Scatter: Lop and Scatter is used only when the slash currently on the ground and the slash created from thinning and pruning is limited and non-continuous.

If fuels must be left in this zone, the best option is to lop and scatter the debris. Cut up woody debris into small pieces and scatter across the ground not to exceed 1-foot depth of fuels (depth of 6 inches is best). Create breaks/gaps in fuel continuity as often as possible.

If the woody debris is continuous and/or too deep to get all the material within 1 foot of the ground, then chipping/mastication or piling are more appropriate treatment methods.

Chip Use

Chips can be removed from the project site for appropriate external uses (such as landscape mulch in urban areas, weed suppression, biofuel applications, or pulp for paper production).

Chips can be used on-site but should not be used within 5 feet of the home or structure to protect. Chips may be spread within Zones 2 or 3 but should not be done in such a way that would result in continuous lines of fuel. Depth of chips should not exceed 6 inches. A good practice is to create skips and gaps with no chips. Chips spread on-site should be done in areas lacking ground cover vegetation and lacking sufficient quantities of biomass. They should be spread in such a way as to not harm the growth and persistence of existing plant communities.

Habitat Piles

Creating small piles with adequate separation from surrounding fuels can lower fire intensity and restrict its ability to spread. This method is least desirable but is an acceptable alternative if chipping/mastication and/or lop & scatter techniques are not feasible.

If fuels must be left in this zone and cannot be lopped and scattered, pile woody debris with no other fuels (including trees) within 10 feet. Limit piles to two per acre at least 50 feet apart. Ensure habitat piles are placed in areas with minimal

overhead canopy can reduce the opportunity for a wildfire reaching the crown. Contact your local wildfire biologist, forester for specific recommendation around how to develop and build a wildlife habitat pile.

Below are examples of properly constructed habitat piles;



Habitat pile



Habitat Pile

Project Maintenance:

The total lifespan of the project is 10 years. After 10 years, all prescriptions are assumed to be complete and fully installed.

Apply the Fuel Break Prescription annually to maintain Zone 1 devoid of dead vegetation, continuous lines of shrubs broken in one area to a width of 2 times the average height of brush, and tree spacing 10 feet between outermost limbs.

Apply the Tree/Shrub Pruning Prescription annually as needed to maintain separation of 6 to 10-feet between lower tree limbs and the ground or top of brush.

Apply the Fuels Reduction Prescription annually as needed to keep small diameter woody residue in Zone 2 to a minimum.

Apply the Woody Residue Treatment Prescription annually as needed to process woody material removed as part of this project.

Annual project status will be assessed by the responsible KCD natural resources technician. This can be done through any combination of site visits or photographic evidence or reports from landowners.

Definitions:

Brush: Live, woody plants (non-herbaceous or succulent) including those that are invasive and noxious.

Chip/Chipping: Processing of brush and/or dead and down material into small chips using a mechanical method by a qualified operator.

Coarse/Large Woody Debris: Fallen dead trees and the remains of large branches on the ground in forests.

Conifer/Conifer Tree: A cone-bearing tree; typically, an evergreen tree with persistent foliage that is maintained from year to year.

Shrub: A woody plant which is smaller than a tree and has several main stems arising at or near the ground.

Dead and Down Woody Material (Woody Residue/Woody Debris/Woody Material): Any non-living, woody material such as dead trees (standing or on the ground), branches, stems or twigs that are fuel sources for wildfire. This includes limbs removed from live trees as result of pruning. This does not include wooden accessory items that have tangible use such as patio furniture, ladders, work benches, etc.

Fire-resistant Plant Installation: The removal of highly combustible plants and replacing with fire-resistant species.

Forest Stand Improvement: Reducing stocking rates and altering spatial arrangement of trees to minimize crown-to-crown spread of fire.

Fuel: Any flammable material that could ignite during a wildfire event.

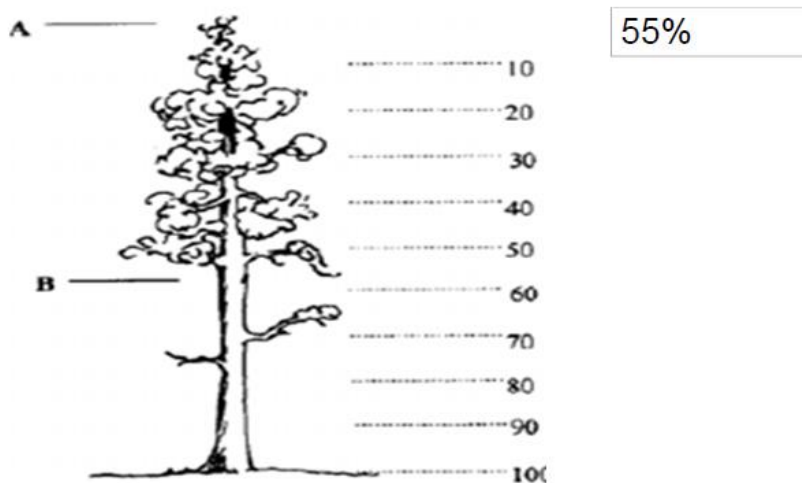
Fuel Break: An area where the risk of fire spread is controlled and reduced by treating, removing, or modifying vegetation, debris, and detritus.

Hardwood/Hardwood Tree: A tree with leaves that are shed annual; typically, a deciduous or broadleaf tree.

Hardscaping: Installing non-combustible products (pavers, gravel, and concrete) within the first feet of a home or structure.

Home (or Structure): The entire building or permanent structure/outbuilding including attached features, such as decks, patios, or garages.

Live Crown Ratio: The proportion of the total height that is supporting live foliage that is effectively contributing to tree growth. For example, the tree below would have a live crown ratio of 55%.



Pruning: The removal of all selected limbs from trees or shrubs. Reducing wildfire hazard through pruning separates ground fuels from tree crowns (ladder fuels). All pruning should be done in accordance with widely-accepted proper pruning principles.

Remove: To take material out of the zone.

Woody Residue Treatment: Reducing wildfire risk may require management of large amounts of woody material by piling, chipping, or removal of most of the material.

King Conservation District Board of Supervisors Meeting
Agenda Action Briefing/Report
Meeting Date: March 14, 2022

AI 22-016

SUBJECT: 22-016

- Contract Amendment for Human Resources Services with JL Consulting

FISCAL IMPACT

- This contract will add \$108,000 to the FY22 budget for the remainder of the year

POLICY CONSIDERATION

- There are no special policy considerations with this contract amendment

STAKEHOLDER INTERESTS

- There are no foreseen stakeholder interests with this contract amendment

BACKGROUND

- In January 2022 KCD executed a Request for Qualifications for Human Resources services. JL Consulting submitted the best package and was selected for providing our HR needs.
- Because of the immediate need for services management executed a temporary contract to get services underway. Board approval is now needed for the ongoing contract.
- It is recognized that KCD has recently posted a position for Executive Assistant, which will impact the services proposed in this contract. When that position is filled this scope of work will be reviewed and potentially adjusted to reduce cost and recognize the shared desire for KCD to have many routine human resources tasks handled by internal staff by the end of 2022.

EFFECTIVE DATE:

- Upon approval by the Board of Supervisors

OPTIONS

- The Board of Supervisors has the option of approving the proposed contract amendment or returning it to senior management for further work.

RECOMMENDATION

- Staff recommends that the Board approve the proposed contract amendment

MOTION

- I move to approve the proposed contract amendment as presented.



JL Consulting Group, LLC
5608 17th Ave NW #937, Seattle, WA 98107
Tel# (Office: 253-778-6054, Cell: 253-988-3952)
Email: QLassiter@JLconsultinggroup.net

March 7, 2022

Consulting Agreement
Prepared for:
Rosa Mendez-Perez, Executive Director
King Conservation District

Created by:
Queniya Lassiter
JL Consulting Group, LLC

This Consulting Agreement (the “Agreement” or “Consulting Agreement”) states the terms and conditions that govern the contractual agreement between JL Consulting Group, LLC having its principal place of business at 5608 17th Ave NW #937, Seattle, WA 98107, (the “Consultant”), and King Conservation District (the “Client”) who agree to be bound by this Agreement.

WHEREAS, the Consultant offers consulting services in the field of human resource management, labor relations, and strategy; and

NOW, THEREFORE, in consideration of the mutual covenants and promises made by the parties hereto, the Consultant and the Client (individually, each a “Party” and collectively, the “Parties”) covenant and agree as follows:

1. Term

This Agreement shall begin on April 1, 2022, and continue through December 31, 2022. Contract is eligible to renew annually and Either Party may terminate this Agreement for any reason with thirty (30) days written notice to the other Party.

2. Consulting Services

The Consultant agrees that it shall provide its expertise to the Client for all things pertaining to (the “Consulting Services”):

- JL will provide Human Resources consulting services. This contract will support HR special projects as well as “day to day” operations reporting to and working with the Executive Director.
- Day to Day operations will include, but are not limited to: Benefits enrollments and participant maintenance, including medical, FSA, and retirement plan; point of contact for benefits questions; Coordinate with finance team to ensure correct payroll (timely



JL Consulting Group, LLC

5608 17th Ave NW #937, Seattle, WA 98107

Tel# (Office: 253-778-6054, Cell: 253-988-3952)

Email: QLassiter@JLconsultinggroup.net

communication on new hires, terminations, benefits changes, and pay rate changes); and Ensure organizational compliance with collective bargaining agreement(s).

- Special Projects potentially include, but are not limited to: union relations and collective bargaining; job classification analysis, employee manual updating; risk management (including drug testing) policies; compensation scale analysis; job description and advancement trajectory analysis and refinement; performance management; recruiting-screening-onboarding (including new hire orientation check list); workplace diversity and inclusion; employee recognition and retention; overtime/comp time policies; annual staff training (workplace conduct, sexual harassment etc.); System implementation including Human Resources Information System (HRIS) and Applicant Tracking System (ATS).
- Manage, assist and support racial equity within Human Resources processes.
- Optional Added Service – Coaching & Mediation Services - The Contractor's will provide coaching, mediation, training and assessment for employees of King Conservation District as needed or requested.
 - Project is estimated to take approximately 3 months (phases) in phases.
 - Phase 1 will be the introduction, initial assessment.
 - Phase 2 will be working to repair, engage and implement targeted approach towards mediation.
 - Phase 3 will be final assessment and observation reporting.
 - In the event the project takes longer than 3 months, service will be completed on case-by-case basis each occurrence.
 - Price: Service will be provided at an hourly rate of \$150/hour

3. Compensation

In consideration for the Consulting Services, the Client shall pay the Consultant \$10,000.00 per month, for up to 15 hours per week. Each additional hour above the 15 hours will be billed at the hourly rate of \$150.00.

Consultant has a max billing limit of no more than \$12,000 per month capped.

4. Intellectual Property Rights in Work Product

The Parties acknowledge and agree that the Client will hold all intellectual property rights in any work product resulting from the Consulting Services including, but not limited to, copyright and trademark rights.

The Consultant agrees not to claim any such ownership in such work product's intellectual property at any time prior to or after the completion and delivery of such work product to the Client.

5. Confidentiality and Nondisclosure Agreement



JL Consulting Group, LLC

5608 17th Ave NW #937, Seattle, WA 98107

Tel# (Office: 253-778-6054, Cell: 253-988-3952)

Email: QLassiter@JLconsultinggroup.net

The Consultant shall not disclose to any third party any details regarding the Client's business, including, without limitation any information regarding any of the Client's customer information, business plans, or price points (the "Confidential Information"), (ii) make copies of any Confidential Information or any content based on the concepts contained within the Confidential Information for personal use or for distribution unless requested to do so by the Client, or (iii) use Confidential Information other than solely for the benefit of the Client.

6. Non-solicitation of Employees

During the term of this Agreement and for twelve (12) months thereafter, the Consultant will not, directly, or indirectly, recruit, solicit, or induce, or attempt to recruit, solicit, or induce, any of the Company's employees, or contractors for work at another company.

7. Indemnification

The Client agrees to indemnify, defend, and protect the Consultant from and against all lawsuits and costs of every kind pertaining to the Client's business, including reasonable legal fees, due to any act or failure to act by the Client based upon the Consulting Services.

8. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in writing and agreed upon by both Parties.

9. Applicable Law

This Consulting Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Washington and subject to the exclusive jurisdiction of the federal and state courts located in King County, Washington.

IN WITNESS WHEREOF, by execution by the parties below, this Service-Level Agreement will form a part of the Contract along with Exhibit A: Statement of Work Addendum.

Signature:
Queniya Lassiter
President/CHRO
JL Consulting Group, LLC

Date:

Signature:
Rosa Méndez-Perez

Date:



JL Consulting Group, LLC
5608 17th Ave NW #937, Seattle, WA 98107
Tel# (Office: 253-778-6054, Cell: 253-988-3952)
Email: QLassiter@JLconsultinggroup.net

Executive Director
King Conservation District

Exhibit A

Statement of Work – HR Consultation

Effective April 1, 2022, the Consultant agrees to devote fifteen (15) hours per week on assignments to be determined by the Client. Work will normally be performed remotely, but occasionally may take place on the Client's premises, as required. Work priority and scheduling will be at the discretion of the Consultant and completed within timelines established by the Client where appropriate.

Payment for these services will be to the Consultant at the rate of \$10,000.00 per month. Payment will be made within 30 days of receipt of invoice – invoices are expected to be submitted by first of month in which they are due and will be paid at the next check processing day. Invoices will be submitted via electronically and paid via check mailed

HR consultant services in addition to hours per month will be made available by the Consultant at the rate of \$150.00 per hour. HR consultant services per hour will be billed separately. Any expenses exclusive of normal overhead are not included in this agreement and will be billed separately. All invoices are due every 1st of the month.

Consultant has a max billing limit of no more than \$12,000 per month capped.

Scope of Work:

JL will provide Human Resources consulting services. This contract will support HR special projects as well as “day to day” operations reporting to and working with the Executive Director.

- Special Projects potentially include, but are not limited to: union relations and collective bargaining; job classification analysis, employee manual updating; risk management (including drug testing) policies; compensation scale analysis; job description and advancement trajectory analysis and refinement; performance management; recruiting- screening-onboarding (including new hire orientation check list); workplace diversity and inclusion; employee recognition and retention; overtime/comp time policies; annual staff training (workplace conduct, sexual harassment etc.). System implementation including Human Resources Information System (HRIS) and Applicant Tracking System (ATS).



JL Consulting Group, LLC

5608 17th Ave NW #937, Seattle, WA 98107

Tel# (Office: 253-778-6054, Cell: 253-988-3952)

Email: QLassiter@JLconsultinggroup.net

- Manage, assist and support racial equity within Human Resources processes.
- Optional Added Service – Coaching & Mediation Services - The Contractor's will provide coaching, mediation, training and assessment for employees of King Conservation District as needed or requested.

All materials furnished by the Client will remain the property of the Client and will be returned upon request, or no more than 10 days from the termination of this agreement. The results of any and all work performed by the Consultant for the Client, including original work, will remain the property of the Client. The Client may use this material in any way deemed appropriate. This agreement may be terminated on 30 days' written notice by either Consultant or Client. In case of termination, the Consultant shall make a reasonable attempt to finish work in progress.

Initial: QL_____

Initial: RMP_____

King Conservation District Board of Supervisors Meeting

AI 22-017

Agenda Brief/Action Item AI 22-017

Meeting Date: March 14, 2022

SUBJECT: KC Farmland Lease Program: Immigrant/Refugee Farmer Outreach Coordinator Strategic Initiative Grant Proposal

Utilization of Regional Food System Program Strategic Initiative Grant funding to support the position of Immigrant/Refugee Farmer Outreach Coordinator position within KCDNRP Farmland Lease Program.

FISCAL IMPACT: This award would be funded using Regional Food System Strategic Initiative grant funds reserved at the end of 2020 as part of the 2022 Regional Food System program award cycle. The Strategic Initiative fund for 2022 is currently \$600,000. After awarding the staff recommendation, \$475,000 would remain. Note that this fund is separate from the fund used to support competitive 2022 Regional Food System Grant project awards, so no existing grant commitments would be impacted.

POLICY CONSIDERATION: As scoped in the 2020 ILA, the Regional Food System grant program had two components: a competitive grant pool and a pool for strategic initiatives. Under the terms of the ILA, competitive grants were awarded on a merit basis (with proposals being submitted through an open RFP process and then reviewed and ranked by a stakeholder committee for final approval by the KCD Board of Supervisors. In 2021, the KCD Board reviewed and recommended 17 projects for support, allocating a total of \$316,352 dollars for this work.

Funds earmarked for Strategic Initiatives have historically been used to develop programs and projects (identified through experience and interaction with partners and stakeholders and lessons learned from the competitive component of the program) that have been identified as having a systemic impact on the region's food system. Past strategic initiative projects include: the Local Institutional Food Team, Regional Food Systems Metrics Project, Farmers Market Manager Support, Identifying Direct Market Opportunities and Challenges for King County Farm Businesses, Working Farmland Access, and Farm Business Support and TA Coordination. These projects have been scoped and funds have been awarded on a rolling basis as needs have emerged and priorities have been established. As such, consideration and award of strategic initiative funds as articulated in this proposal do not represent a policy change for KCD. Additionally, this funding recommendation is in line with Work Plan and budget decisions.

STAKEHOLDER INTERESTS

- Staff and board members of the King Conservation District
- Advisory Committee
- Regional Food Systems Stakeholders
- King County Immigrant/Refugee farmers, and BIPOC farming communities
- Consumers that buy local food in stores, restaurants, and farmers markets throughout King County

BACKGROUND

The King County Agriculture Program, which is part of the Department of Natural Resources and Parks, currently manages a portfolio of nine farms, six which form the core long-term land-base for the program. The approximately 215 farmable acres primarily provide farmland access for beginning farmers and BIPOC farmers. In 2019, DNRP assessed immigrant/refugee (I/R) farmers in King County and that assessment clearly documented the need for greater opportunities to access farmland by traditionally underserved communities. Because of the assessment, King County is pivoting the focus of its Farmland Leasing Program to provide greater support for BIPOC farmers, especially from I/R communities.

King Conservation District Board of Supervisors Meeting
Agenda Brief/Action Item AI 22-xxx
Meeting Date: March 14, 2022

The assessment indicated that demand for suitable farmland is extremely high but the ability to access land in King County by members of those communities is severely limited. DNRP is improving infrastructure and management on existing properties and intends to expand the amount of farmland dedicated to this program to meet the demand.

Historically, King County-owned farmland has lacked the needed infrastructure to support viable farm businesses and, as a result, farmers are limited in their ability to grow and expand their business. Access to irrigation water, potable water for wash/pack, farm equipment, irrigation infrastructure, etc. are needed to allow farmers to produce high value crops, access more lucrative markets, and develop viable businesses. Significantly, through a new Climate Equity Bond Fund, King County has committed \$1M in 2022 to support the development of much needed infrastructure on County-owned farms. Additionally, King County and partners must also provide technical support and education to enable tenants to farm successfully.

In May 2019, the King County Agricultural Team hired Bee Cha to manage King County-owned farms, support King County's Farmland Access work, and support I/R farmers. Bee joined the County with extensive experience working with and supporting I/R farmers. He has more than 15 years experience working with underserved agricultural communities and 28 years of dry farming in King County. With King County, Bee Cha has been successful in bringing in new BIPOC tenants onto County-owned farmland, providing technical support to farmers on King County farmland, and supporting the County and partners in outreach efforts to multiple I/R organizations. He also has years of experience providing technical support and farm business advice to immigrant farmers around the County and has been the point person for Hmong immigrant farmers in the region.

Bee was hired as a Term Limited Temporary employee, with an initial term of service of 24 months that ended May 2021. We have been able to justify extension of Bee's service an additional year until May 12, 2022. However, we have been informed that there can be no extensions beyond 36 months unless the proposed scope of work is primarily considered "capital," which includes improvements of farmland assets such as land management and construction, and the funding for the extension is from a non-County grant. The proposed work under a KCD strategic initiative grant would meet both of those criteria, and has already been cleared by King County Human Resources. Therefore, without KCD funding for Bee's position, he will be laid off effective May 13.

KCD funding would support Bee Cha's position for an additional year, from May 2022 through May 2023. Retaining Bee's services during this timeframe is critical as it overlaps with the significant infrastructure development that will be occurring on King County farmland during that time. Bee's support and services working with BIPOC farmers and farm organizations that are leasing land from the County will be essential to the successful development and operationalization of these infrastructure projects. The King County Agriculture program has submitted a request to create a permanent farm manager position in the 2023-2024 budget and the request has been received favorably. If included in the budget, the position will begin in early to mid-2023 and would be retained indefinitely. Although Bee would have to apply for the permanent position, his previous experience and time with King County would make him highly competitive.

GRANT DELIVERABLES AND OUTCOMES

The County will track and report on the deliverables shown in the following table. The program also tracks indicators such as acres in active farm production, dollars spent at farmers markets, and acres in agriculture current use taxation. The program also seeks input from the Agriculture Commission and from individual farmers (specifically including I/R farmers) as ongoing evaluation of programs.

King Conservation District Board of Supervisors Meeting
Agenda Brief/Action Item AI 22-xxx
Meeting Date: March 14, 2022

Position Activity Description		Outcomes/Deliverables/Measurable Results (tangible and intangible)	Timeline
A.	Farmland Management Estimated Percentage of Time Spent: 60%	<ul style="list-style-type: none"> ○ Coordinate and manage annual farm activities including soil management, infrastructure, and irrigation systems. ○ Work with farm tenants to design infrastructure that will meet their needs and manage implementation of highest priority land improvement recommendations. ○ Assist tenants to understand the terms of their leases and provided needed support to ensure the terms of the leases are met (includes issues related to soil and weed management, and use of shared infrastructure). ○ <u>Measures</u>: number of BIPOC farmers supported, number of on-farm projects completed 	Ongoing
B.	Farmland Lease Program Outreach and Support Estimated Percentage of Time Spent: 20%	<ul style="list-style-type: none"> ○ Serve as primary point of contact for farmers who lease county farmland, many of whom are from immigrant/refugee communities and have communication challenges. ○ Recruit new beginning and BIPOC farmers to lease King County-owned farmland and help them navigate the County's farmland leasing system. ○ Provide technical assistance to tenant farmers or link farmers with service providers. This includes assisting tenants with securing needed equipment and providing individual farm management services. ○ <u>Measures</u>: number of existing leases supported, number of new leases executed, number of new BIPOC farmers placed on KC-owned farmland; number of farmers assisted 	Ongoing

King Conservation District Board of Supervisors Meeting

Agenda Brief/Action Item AI 22-xxx

Meeting Date: March 14, 2022

C.	Immigrant/Refugee Farmer Outreach Coordinator Estimated Percentage of Time Spent: 10%	<ul style="list-style-type: none"> ○ Serve as a primary DNRP point of contact for I/R farmers in King County, especially members of the Hmong community. ○ Respond to requests for support from County Departments, and state and federal agencies to facilitate outreach and communication with those communities. ○ Provide interpretation/translation services to non-English speaking farmers who lease King County. ○ Measures: number of County- and partner-lead projects supported by providing direct coordination with I/R farmers and communities. 	Ongoing
D.	Landowner Engagement Percentage of Time Spent: 10%	<ul style="list-style-type: none"> ○ Participate as a member of the Working Farmland Partnership team and collect information from farmers about agricultural assets, existing land and economic conditions, and obstacles to enhanced farmland viability. ○ Represent I/R farmers during WFP discussions and directly connect with Hmong and other I/R farmers that need assistance with farmland access. ○ <u>Measures</u>: number of WFP project teams supported, number of direct outreach efforts to members of I/R communities. 	Ongoing

KCD RFS STRATEGIC INITIATIVES

In 2019, KCD sought extensive input from regional food system stakeholders, the King County LFI team, and farmers across the region. This input was distilled, vetted, and ultimately incorporated in KCD's current five-year ILA. 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 and current farmers to expanded land opportunities.
- Farm Business Support and Technical Assistance Coordination – Address barriers facing farm businesses, including business and capital access support, marketing opportunities and readiness, accounting and recordkeeping, farm transition planning, etc.
- Institutional Purchasing – working with schools, hospitals, corporate campuses, etc. to source locally, and with farmers to prepare for these markets.
- Infrastructure Support - including shared processing, packing, storage, refrigeration, distribution, as well as access to loans for farm structures and equipment, and associated assessments for regional infrastructure needs.

King Conservation District Board of Supervisors Meeting
Agenda Brief/Action Item AI 22-xxx
Meeting Date: March 14, 2022

The position supported by this grant proposal would directly contribute to advancing three of four listed Strategic Initiatives. The fourth Initiative, Institutional Purchasing, is supported, but not directly, as Bee would continue to assist farmers with production and crop processing challenges.

RECOMMENDATION

Staff recommends that KCD award \$125,000 from the 2020 Regional Food System Strategic Initiative fund pool to support the Immigrant/Refugee Farmer Outreach Coordinator position within KC Farmland Lease Program.

EFFECTIVE DATE:

- Award would be effective immediately. Note that next steps would be for staff to move to scope and budget contracting with awardee.

MOTION

_____ Moved, _____ Seconded; Passed a motion to adopt staff recommendations for the Regional Food System Program Strategic Initiative Grant award.



Regional Food System Program

Strategic Initiative Grant Application

Project Title: King County Farmland Lease Program - Immigrant/Refugee Farmer Outreach Coordinator	
Applicant: King County Water and Land Resources Division	Contact: Richard Martin
Principal Partners (if any):	Title: Environmental Programs Managing Supervisor
Amount of KCD Funding: \$125,000	Address:
Total Match (optional): \$	King County, Department of Natural Resources and Parks
Total Project Cost: \$	201 S Jackson St, Suite 600
	Seattle, WA 98104
Project Start Date: May 15, 2022	Phone: 206-477-3876
Project End Date: May 14, 2023	Fax: 206-296-0192
Project Location: Countywide	E-mail: richard.martin@kingcounty.gov
King County Council District #: All	State Legislative District#: 1, 5, 11, 30, 31, 32, 33, 34, 36, 37, 39, 41, 43, 45, 46, 47, 48

1. Project Description – provide a brief 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 timelines.

The goal of the King County Agriculture Program, partially supported with King Conservation District (KCD) funding, is to conserve farmland and agricultural soils, increase the economic success of farm enterprises, and improve farm management practices to protect soil, water quality, and wildlife.

The King County Agriculture Program, which is part of the Department of Natural Resources and Parks (DNRP), currently manages a portfolio of nine farms, six of which form the core long-term land-base for the program. The approximately 215 farmable acres managed by the KC Agriculture Program primarily provide farmland access for beginning farmers and BIPOC farmers. In 2019, DNRP assessed immigrant/refugee (I/R) farmers in King County and that assessment clearly documented the need for greater opportunities to access farmland by traditionally underserved communities. Because of the 2019 assessment, King County is pivoting the focus of its Farmland Leasing Program to provide greater support for BIPOC farmers, especially from I/R communities. Land access is a major challenge for many BIPOC farmers and King County farmland can provide an important entry point into the farming economy. Multiple BIPOC communities, including immigrants and refugees, are eager to launch or grow their farm businesses if provided with suitable land to do so. The assessment indicated that demand for suitable farmland is extremely high but the ability to access land in King County by members of those communities is severely limited. DNRP is improving infrastructure and management on existing properties and intends to expand the amount of farmland dedicated to this program to meet the demand.

Historically, King County-owned farmland has lacked the needed infrastructure to support viable farm businesses and, as a result, farmers are limited in their ability to grow and expand their business. Access to irrigation water, potable water for wash/pack, farm equipment, irrigation infrastructure, etc. are all needed to allow farmers to produce high value crops, access more lucrative markets, and develop viable businesses. Significantly, through a new Climate Equity Bond Fund, King County has committed \$1M in 2022 to support the development of much needed infrastructure on County-owned farms. This funding will enable DNRP to purchase needed equipment and supplies, and secure required contractor services for many projects. Those projects include construction of energy and water efficient irrigation systems, fencing to limit crop loss to wildlife, produce wash/pack stations, wells, and waterline extension to provide potable water, pole barns for equipment storage, and activities to improve soil health and productivity.

Additionally, King County and partners must also provide technical support and education to enable tenants to farm successfully. This is especially important for farmers who may have extensive farming experience in countries of origin but are unfamiliar with crops and agricultural practices best adapted to this region. KCD has been an important partner and funder for farm business support services as well as other types of technical assistance.

In May 2019, the King County Agricultural Team hired Bee Cha to manage King County-owned farms, support King County's Farmland Access work and support I/R farmers. Bee joined the County with extensive experience working with and supporting I/R farmers. He has more than 15 years of experience working with underserved agricultural communities and 28 years of dry farming in King County. With King County, Bee Cha has been successful in bringing in new BIPOC tenants onto County-owned farmland, providing technical support to farmers on King County farmland and supporting the County and partners in outreach efforts to multiple I/R organizations. He also has years of experience providing technical support and farm business advice to immigrant farmers around the County and has been the point person for Hmong immigrant farmers in the region.

Bee Cha was hired by King County as a Term Limited Temporary employee, with an initial term of service of 24 months that ended May 2021. We have been able to justify an extension of Bee's service an additional year until May 12, 2022. However, we have been informed that there can be no extensions beyond 36 months unless the proposed scope of work is primarily considered "capital," which includes improvements of farmland assets such as land management and construction, and the funding for the extension is from a non-County grant. The proposed work under a KCD grant would meet both of those criteria and has already been cleared by King County Human Resources. Therefore, without KCD funding for Bee's position, he will be laid off effective May 13.

KCD funding would support Bee Cha's position for an additional year, from May 2022 through May 2023. Retaining Bee's services during this timeframe is critical as it overlaps with the significant infrastructure development that will be occurring on King County farmland during that time. Bee's support and services working with BIPOC farmers and farm organizations that are leasing land from the County will be essential to the successful development and operationalization of these infrastructure projects. The King County Agriculture program has submitted a request to create a permanent farm manager position in the 2023-2024 budget and the request has been received favorably. If included in the budget, the position will begin in early to mid-2023 and would be retained indefinitely. Although Bee would have to apply for the permanent position, his previous experience and time with King County would make him highly competitive.

The beneficiaries of this project are primarily BIPOC farmers in King County who have been traditionally underserved but will also include farmers throughout the County. Overall, the tasks outlined in this proposal will enhance conservation of agricultural land and natural resources, and increase opportunities for BIPOC growers, as well as consumers that buy local food in stores, restaurants, and farmers markets throughout King County. The requested \$125,000 of KCD funds will be augmented by King County funds to carry out the specific programs defined here. The requested funds would be used entirely for salary/benefits for the Immigrant Refugee Farmer Outreach position. County funds for actual project construction, and for other staff who work alongside Bee to support King County farmers, would more than match the KCD contribution.

POSITION SUMMARY: Following is a summary of the primary duties and responsibilities of the position:

A. Farmland Management: Work with community organizations and individual farmers that lease King County farmland, most of whom are BIPOC farmers, to assess farmland condition and develop recommendations for needed farmland improvements. Work closely with farm tenants to design infrastructure that will meet their needs and manage implementation of highest priority land improvement recommendations. Provide on-call support for issues related to whole-farm management, including soil testing and amendment delivery/application, irrigation system management/maintenance, security, etc. This work would be focused on the six primary King County-owned farms (Sammamish River Farm, Snoqualmie River Farm, Green River Farm, Horseneck Farm, Issaquah Creek Farm, and Green River Road Farm).

Estimated Percentage of Time Spent: 60%

B. Farmland Lease Program Management: Serve as primary point of contact for farmers who lease County farmland, many of whom are from I/R communities and have communication challenges. Recruit new, beginning, and BIPOC farmers to lease King County-owned farmland and help them navigate the County's farmland leasing system. Provide technical assistance to tenant farmers or link farmers with service providers. This includes assisting tenants with securing needed equipment and providing individual farm management services (e.g., weed control, disking/tilling). This work would mostly be on the above listed farms but would also include support for farmers leasing other King County-owned farms.

Estimated Percentage of Time Spent: 20%

C. Immigrant/Refugee Farmer Outreach Coordinator: Serve as a primary DNRP point of contact for I/R farmers in King County, especially members of the Hmong community. Respond to requests for support from County Departments, and state and federal agencies to facilitate outreach and communication with those communities. This work would be County-wide in scope.

Estimated Percentage of Time Spent: 10%

D. Landowner Engagement: Participate as a member of the Working Farmland Partnership (WFP) team and collect information from farmers about agricultural assets, existing land and economic conditions, and obstacles to enhanced farmland viability. Represent immigrant/refugee farmers during WFP discussions and directly connect with Hmong and other I/R farmers that need assistance with farmland access. This engagement will include both one-on-one and small group meetings. This work would be County-wide in scope.

Percentage of Time Spent: 10%

2. Grant Deliverables and Outcomes

For this proposed project, we will track and report on the deliverables shown in the following table. The program also tracks indicators such as acres in active farm production, dollars spent at farmers markets, and acres in agriculture current use taxation. The program also seeks input from the Agriculture Commission and from individual farmers (specifically including I/R farmers) as ongoing evaluation of programs.

Activity Description		Outcomes/Deliverables/Measurable Results (tangible and intangible)	Timeline
A.	Farmland Management <i>Approximately 60% of the grant funds will be devoted to this activity.</i>	<ul style="list-style-type: none"> Coordinate and manage annual farm activities including soil management, infrastructure and irrigation systems. Work with farm tenants to design infrastructure that will meet their needs and manage implementation of highest priority land improvement recommendations. Assist tenants to understand the terms of their leases and provided needed support to ensure the terms of the leases are met (includes issues related to soil and weed management and use of shared infrastructure). Measures: number of BIPOC farmers supported, number of on-farm projects completed 	Ongoing
B.	Farmland Lease Program Outreach and Support <i>Approximately 20% of the grant funds will be devoted to this activity</i>	<ul style="list-style-type: none"> Serve as primary point of contact for farmers who lease county farmland, many of whom are from immigrant/refugee communities and have communication challenges. Recruit new beginning and BIPOC farmers to lease King County-owned farmland and help them navigate the County's farmland leasing system. Provide technical assistance to tenant farmers or link farmers with service providers. This includes assisting tenants with securing needed equipment and providing individual farm management services. Measures: number of existing leases supported, number of new leases executed, number of new BIPOC farmers placed on KC-owned farmland; number of farmers assisted 	Ongoing

C.	Immigrant/Refugee Farmer Outreach Coordinator <i>Approximately 10% of the grant funds will be devoted to this activity.</i>	<ul style="list-style-type: none"> ○ Serve as a primary DNRP point of contact for I/R farmers in King County, especially members of the Hmong community. ○ Respond to requests for support from County Departments, and state and federal agencies to facilitate outreach and communication with those communities. ○ Provide interpretation/translation services to non-English speaking farmers who lease King County. ○ Measures: number of County- and partner-lead projects supported by providing direct coordination with I/R farmers and communities. 	Ongoing
D.	Landowner Engagement <i>Approximately 10% of the grant funds will be devoted to this activity.</i>	<ul style="list-style-type: none"> ○ Participate as a member of the Working Farmland Partnership team and collect information from farmers about agricultural assets, existing land and economic conditions, and obstacles to enhanced farmland viability. ○ Represent I/R farmers during WFP discussions and directly connect with Hmong and other I/R farmers that need assistance with farmland access. ○ Measures: number of WFP project teams supported, number of direct outreach efforts to members of I/R communities. 	Ongoing

3. KCD Strategic Initiatives

Under the 2015 ILA, KCD funds earmarked for Strategic Initiatives have historically been used to develop programs and projects (identified through experience and interaction with partners and stakeholders, and lessons learned from the competitive component of the program) that have been identified as having a systemic impact on the region's food system.

In 2019, KCD sought extensive input from regional food system stakeholders, the King County LFI team, and farmers across the region. This input was distilled, vetted, and ultimately incorporated in KCD's current five-year ILA. 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 and current farmers to expanded land opportunities.
- Farm Business Support and Technical Assistance Coordination – Address barriers facing farm businesses, including business and capital access support, marketing opportunities and readiness, accounting and recordkeeping, farm transition planning, etc.
- Institutional Purchasing – working with schools, hospitals, corporate campuses, etc. to source locally, and with farmers to prepare for these markets.

- Infrastructure Support - including shared processing, packing, storage, refrigeration, distribution, as well as access to loans for farm structures and equipment, and associated assessments for regional infrastructure needs.

The position supported by this grant proposal would directly contribute to advancing three of four listed Strategic Initiatives. The fourth Initiative, Institutional Purchasing, is supported, but not directly, as Bee would continue to assist farmers with production and crop processing challenges.

4. KCD Acknowledgement – By signing below, the applicant agrees to acknowledge King Conservation District funding by placing the KCD 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.

Richard Martin

February 8, 2022

Authorized Signature

Date