

REFERENCES 5160  
DATE 11-2-15  
BY JAK  
15-091

**AGREEMENT FOR AWARD  
OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT**

City of Woodinville

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 1107 SW Grady Way, Suite 130, Renton, WA 98057 (referred to herein as "District"), and the City of Woodinville, a municipal corporation in King County, Washington, located at 17301 133<sup>rd</sup> Ave NE, Woodinville, WA 98072 (referred to herein as "Recipient"), for the purposes set forth herein.

**SECTION 1. RECITALS**

1.1 Whereas, the District is a special purpose district organized and existing under authority of Chapter 89.08 RCW which engages in certain activities and programs to conserve natural resources, including soil and water, which activities are declared to protect and promote the health, safety, and general welfare of the people of the state of Washington; and

1.2 Whereas, pursuant to RCW 89.08.400 and/or RCW 89.08.405, King County has authorized and imposed a system of assessments and/or a system of rates and charges to finance the activities and programs of the District; and

1.3 Whereas, pursuant to RCW 89.08.220, RCW 89.08.341 and/or Chapter 39.34 RCW, the District is authorized to enter into agreements with, or to furnish financial or other aid to, municipal entities and agencies (governmental or otherwise), or their designees, or any occupier of lands within the District, in order to carry out and facilitate the activities and programs of the District to conserve natural resources; and

1.4 Whereas, the District has reviewed the grant application submitted by Recipient and has determined that the application meets the requirements of Chapter 89.08 RCW and the District's policies and procedures for awarding grants; and

1.5 Whereas, the District and Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions relating to the District's award of a grant to Recipient.

**SECTION 2. AGREEMENT**

2.1 The District agrees to award Recipient a grant in the total amount of One Thousand, Two Hundred Fifty and No/100 Dollars (\$1,250.00) from KCD-Woodinville 2010 Collections. Grant funds shall be used by Recipient solely for the performance of the work described in Exhibit A which is attached hereto and incorporated herein by this reference. The District shall pay the grant funds to Recipient in accordance with the District's policies and procedures, or as otherwise provided herein, including but not limited to, the policies and procedures contained in the Member Jurisdiction & WRIA Forum Grant Application Instructions and Policies, provided that such funds have been collected and received by the District.

2.2 Recipient represents and warrants that it will only use the grant funds for the work described in Exhibit A, which may be amended by the parties pursuant to Paragraph 3.3 of the Agreement. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized work. Further, Recipient agrees to return to the District any grant funds that are not expended or remain after completion of the work covered by this Agreement.

2.3 Recipient acknowledges and agrees that the grant funds may only be expended on work which shall be entirely within the District's jurisdictional boundaries. The following municipal entities are not within the District's jurisdictional boundaries: Enumclaw, Federal Way, Milton, Pacific, and Skykomish. Recipient shall be required to refund to the District that portion of any grant funds which are used for work performed outside the District's jurisdictional boundaries.

2.4 In the event the scope of work authorized by this Agreement includes the use of grant funds to purchase houses located on real property within a flood hazard area, Recipient acknowledges and agrees that grant funds may only be used for such purposes if the houses to be purchased were constructed before floodplain mapping or sensitive areas regulations were in place for that area. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized purposes.

2.5 Recipient shall be required to provide the District with biannual financial and project progress reports, along with an annual summary report. Financial and project reports shall be due June 30 and November 30 each year. The Recipient shall also be required to submit to the District a final report which documents the Recipient's completion of the work in conformance with this Agreement within thirty (30) days after the completion of the work. The final report shall, among other things, summarize the project's successes and shall address the regional benefits accomplished by the work. The final report shall also identify any obstacles or challenges which were encountered during the work, along with general recommendations regarding ways to avoid such obstacles or challenges in the future. If requested, Recipient agrees to provide the District with additional financial or progress reports from time to time, at reasonable intervals.

2.6 Recipient's expenditures of grant funds shall be separately identified in the Recipient's accounting records. If requested, Recipient shall comply with other reasonable requests made by the District with respect to the manner in which project expenditures are tracked and accounted for in Recipient's accounting books and records. Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principals and to meet the requirements of all applicable state and federal laws.

2.7 If the Recipient is a Washington municipal agency, Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS").

2.8 The District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. Recipient shall cooperate with the District in any such audit.

2.9 Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established in the Revised Code of Washington and the Washington State Archivist.

2.10 Recipient shall ensure that all work performed by Recipient or its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

2.11 Recipient agrees to indemnify, defend and hold harmless the District, its elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property allegedly resulting from the negligent or intentional acts of the Recipient or any of its employees, agents, contractors or subcontractors in connection with this Agreement.

2.12 Recipient agrees to acknowledge the District as a source of funding for this project on all literature, signage or press releases related to said project.

### **SECTION 3. GENERAL PROVISIONS**

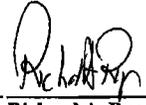
3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.

3.3 No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.

3.4 Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

**DISTRICT:**

By   
Name Richard A. Ryon

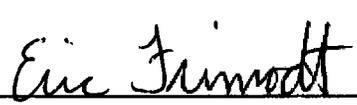
Name \_\_\_\_\_

Title Chair, KCD Board of Supervisors

Date 11/2/2015

Approved as to Form:

**DISTRICT LEGAL COUNSEL:**

By 

Name Eric Frimodt

Date 10/31/15

**RECIPIENT:**

By 

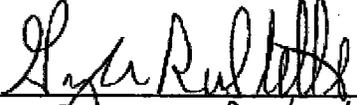
Name R.A. ZANIS

Title Executive of Energy

Date 11/2/15

Approved as to Form:

**RECIPIENT'S ATTORNEY:**

By 

Name Greg A Rubstello

Date October 5, 2015

**Exhibit A**



## Member Jurisdiction Grant Program Pilot Grant Application

Promoting sustainable uses of natural resources through  
responsible stewardship

<b>Project Title: Woodinville Tree Games (Arbor Day Celebration)</b>	
<b>Applicant: City of Woodinville</b>	<b>Contact: Jenny Ngo</b>
<b>Principal Partners (if any):</b>	<b>Title: Senior Planner</b>
<b>Amount of KCD Funding Requested: \$1,250</b>	<b>Address: 17301 133<sup>rd</sup> Ave NE Woodinville, WA 98072</b>
<b>Total Match (optional): \$700</b>	
<b>Total Project Cost: \$1,950</b>	
<b>Project Start Date: April 26, 2015</b>	<b>Phone: 425-877-2283</b>
<b>Project End Date: April 26, 2015</b>	<b>Fax: 425-489-2705</b>
<b>Project Location: Wilmot Gateway Park</b>	<b>E-mail: jennyn@ci.woodinville.wa.us</b>
<b>King County Council District #: 1</b>	<b>State Legislative District# 45</b>

**Eligible projects:**

- Must be within the boundaries of the King Conservation District or meet certain partnering requirements
- Must be with, or through, a member jurisdiction of the District, or an assigned partner such as a nonprofit organization or business
- Must be consistent with purposes and requirements of RCW Chapter 89.08, encouraging voluntary stewardship
- Leveraging other funding opportunities is encouraged

**Ineligible projects include:**

- Maintenance of existing facilities
- Improvements to non-natural areas of parks or existing recreational facilities

**Application must**

- Articulate specific goals and outcomes of the project
- Have an appropriate and reasonable budget meeting state auditor guidelines
- Specify milestones and timelines
- Identify the Project Lead and contact information
- Present clear roles for project partners

**1. Criteria Checklist**

Please check all boxes next to criteria below that your project addresses	
<b>Natural Resource Improvement Action: Education and Outreach</b> – to raise awareness, deepen knowledge, and change behaviors ( <i>examples include fulfillment of municipal NPDES MS4 permit requirements; education about value of farmland, local farms and food systems, shorelines, salmon habitat, forests and other ecosystems</i> )	<input checked="" type="checkbox"/>
<b>Natural Resource Improvement Action: Capacity Building</b> – to enhance the ability of organizations, agencies, residential landowners and other land owners and managers to implement best management practices and deliver natural resource management actions on the ground ( <i>examples include urban agriculture development, assistance to private property owners to address challenging regulatory situations, preservation and/or expansion of urban and/or rural agricultural lands, rural and urban forest lands, riparian restoration and stewardship on private and public lands</i> )	<input type="checkbox"/>
<b>Natural Resource Improvement Action: Pilot and Demonstration Projects</b> – to test and/or improve concepts and/or approaches in natural resource management that can be replicated by others ( <i>examples include LID 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</i> )	<input type="checkbox"/>
<b>Natural Resource Improvement Action: Direct Improvement of Natural Resource Conditions</b> – to improve landscape and natural resource conditions as a result of direct action ( <i>examples include supporting private property owners with land stewardship, water quality and aquatic and wildlife habitat resources, removal of invasive weeds, stewardship on public land</i> )	<input checked="" type="checkbox"/>

**2. 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.

As part of Woodinville’s commitment to 40% tree canopy coverage citywide, the City celebrates Arbor Day each year with a small education and outreach event. For 2015, the Woodinville Tree Board (citizen advisory panel for urban forestry) is growing the event to include youth educational activities, tree demonstration workshops, and native tree saplings distribution.

The proposed activities in Woodinville’s Arbor Day celebration (this year’s theme is Woodinville Tree Games) meets two of the KCD’s natural resource improvement actions, including education and outreach and direct improvement of natural resource conditions. Education and awareness of ecological stewardship, maintenance and protection of the area’s urban forests, and protection of sensitive areas has not been prominent in recent years. This event is aimed at a large audience base through informal education celebrating the region’s natural beauty.

The Arbor Day celebration is an ideal opportunity to reach a larger audience and provide education in a fun and informal setting. Activities will be focused around proper tree maintenance, ecosystem education, and outreach about the city's urban forests, streams, and wildlife areas. The target audience is residents in the surrounding communities, ranging from families to business owners. The intended outcome of this event is to educate nearby communities on different components of the area's ecosystems and to increase the city's tree canopy through plantings.

This year's event will be held on April 26<sup>th</sup> from 1-4 PM in Wilmot Park, located on the Sammamish River Trail. This location is an ideal setting to support the community's priorities of ecosystem protection, recreation, and urban forests. Staff and Tree Board Members are currently working on developing the different components of the Arbor Day Celebration.

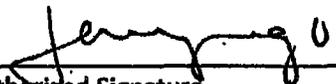
**Project Activities and Measurable Results** – using the table below, list specific project activities to be completed, the timetable for the activities, and the deliverables associated with those activities. Consider the following in your answer to this question: *What actions, interventions, programs, services will be deployed?* **NOTE: If you want to attach Item 3 as a separate page, feel free to do so.**

	Activity Description	Outcomes/Deliverables/ Measurable Results (tangible and intangible)	Timeline
1.	Arbor Day Ceremony	Proclamation by Council, planting ceremony in Wilmot Park with elected officials. Activity will raise awareness of Woodinville's Tree City USA designation and urban forestry priorities.	4/24/15- 4/26/15
2.	Arbor Day Celebration Event	100 to 150 attendees anticipated. Overarching goals include: raising awareness and education on urban forests, proper tree/plant care, and environmental stewardship. Individual activities are listed below.	4/26/15
3.	Arbor Day Celebration Event – Youth's activities	Education with kids and teens through games and activities. Activities will focus on tree/forest benefits, environmental protection, and trees in urban areas.	4/26/15
4.	Arbor Day Celebration Event -Tree pruning workshops	Education with homeowners on proper tree pruning and maintenance techniques: Workshops will be led by a certified arborist.	4/26/15

5.	Arbor Day Celebration Event – Tree sapling distribution and giveaway	The city's goal is to reach a tree canopy of 40%. This activity will distribute 200-300 native tree saplings (Douglas Fir, Sitka spruce, or Pacific silver species) to residents for planting.	4/26/15
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**3. Project Budget & Expenses** (Use attached worksheet)

**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.

  
 \_\_\_\_\_  
 Authorized Signature

3/3/15  
 \_\_\_\_\_  
 Date