

**AGREEMENT FOR AWARD  
OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT  
City of Kirkland**

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 935 Powell Ave. SW, Renton, WA 98057 (referred to herein as "District"), and the City of Kirkland, a municipal corporation in King County, Washington, located at 505 Market Street, Suite A, Kirkland, WA 98033 (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 be of special benefit to lands; and

1.2 Whereas, pursuant to RCW 89.08.400, King County has authorized and imposed a system of assessments 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 municipal entities and agencies (governmental or otherwise), or their designees, 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 Hundred Thirteen Thousand Eighty-Four Dollars (\$113,084) from 2005-2008 Assessment Funds. 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, 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 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:**

**RECIPIENT:**

By William M. Knutson

By Marilynne Beard

Name William M. Knutson

Name Marilynne Beard

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form:

**DISTRICT LEGAL COUNSEL:**

By Eric Frimodt

Name Eric Frimodt

Date 8/25/08

Title Assistant City Manager

Date 9/15/08

Approved as to Form:

**RECIPIENT'S ATTORNEY:**

By Alan R. Evans

Name Alan R. Evans

Date 9/11/08

# Exhibit A



## Member Jurisdiction & WRIA Forum Grant Application

<b>Project Title: Implementation of the Kirkland 20-year plan</b>	
<b>Applicant: City of Kirkland</b>	<b>Contact: Jennifer Schroder</b>
<b>Principal Partners (if any):</b>	<b>Title: Director, Parks and Community Services</b>
	<b>Address: 505 Market Street, Suite A Kirkland, WA 98033</b>
<b>Total Project Cost: \$113,084</b>	<b>Phone: 425-587-3301</b>
<b>WRIA Funding: <input type="checkbox"/> Jurisdiction Funding: <input checked="" type="checkbox"/></b>	
<b>KCD Funding Requested: \$113,084</b>	<b>Fax: 425-587-3303</b>
<b>Project Start Date: January 1, 2009</b>	<b>E-mail: jschroder@ci.kirkland.wa.us</b>
<b>Project End Date: December 31, 2010</b>	

### 1. Project Description

Kirkland has 372 acres of natural area park lands, which are mainly forested. Invasive plant species such as English ivy are slowly but truly killing trees. To solve this problem, with funding from the King Conservation District the city developed "The 20-year Forest Restoration Plan".

In 2007 the City of Kirkland approved of a pilot program to fund an Environmental Outreach and Education position at .5 FTE to begin implementing the 20-Year Forest Restoration Program by educating the public of the threat invasive plants have on Kirkland's 372 acres of forested land. This position also recruits and coordinates volunteers in stewardship projects designed to remove invasive plants and plant native plants, and is developing a Native Plant Stewardship Program to train volunteers to build a sustainable volunteer stewardship program.

In 2007, 38 restoration events were held, totaling 3355 volunteer hours which equates to a value of \$62,973. In addition to the stewardship activities the number of education materials, presentations and communications to increase public's awareness has been significant.

Due to the current economic decline, the city is facing a \$6million dollar shortfall in 2009 and \$7 million in 2010 for a total biennium shortfall of \$13million. This request to fund the project for the next two years from the Member Jurisdiction Assessment Collections will provide gap funding to provide the city time to implement along-term funding strategy. The on-the-ground work to improve the health of natural areas benefits the citizens of Kirkland's air quality, saves money by filtering surface water runoff through a functioning green infrastructure and adds to the health of the watershed. By continuing this position, 26 acres will be transformed from a state of dying conifers to a condition where there is a healthy supply of growing conifers to sustain a natural urban forest that in turn sequesters carbon, filter rain water and storm water run off, preserving water quality for our drinking supply and for fish and wildlife. These acres will not be in a state of maintenance until 1) invasive plants are removed and 2) planting of native trees and secondary invasive removal has occurred.

2. **Natural Resource Improvement Actions** – describe how the project will address a minimum of one of the natural resource improvement actions described on page 1 of the application instructions. Consider the following in your answer to this question: *What natural resources will be improved? What are the known needs, gaps or deficits that will be addressed? What are the known benefits to soil, water, air, plants, fish and wildlife, landowners?*

#### **Education & Outreach.**

- Volunteer work parties will be organized to involve communities in natural area restoration.
- Articles, educational materials, and notices of volunteer opportunities about natural area stewardship will be advertised or published in different media formats including newspaper, websites, flyers, and email listserves.
- Presentations on natural area restoration and public involvement will be given.

#### **Capacity Building**

- Partnerships will be continued and new ones developed to enhance the capacity for natural area restoration.
- Volunteer recruitment will continue to establish new sources and to sustain current sources.
- A stewardship training program will be implemented in 2009 & 2010 to train 4 to 5 volunteer leaders each year and empower them to spread the education to other community members. Each trained volunteer leader will commit to a minimum of 75 hours of volunteer time to native plant restoration in a selected Kirkland public natural area.

#### **Demonstration Projects**

- Instruction by trained professionals at volunteer work parties will demonstrate natural area restoration techniques.
- Natural areas under restoration will serve as public area demonstrations for restoration techniques. Educational signage will describe restoration processes.
- Informed volunteers and park visitors will be able to acquire the knowledge to improve other natural areas on private and public land, and to pass along information to other people.

#### **Direct Improvement of Natural Resource Conditions**

- Natural area restoration techniques will include removal of invasive species, revegetation with native plants, maintenance, and monitoring.
- Natural area restoration will conserve soils; enhance water quality; protect and improve habitat for native plants, fish and wildlife; and help to provide connectivity for natural area communities on a landscape level.
- Forest restoration will result in increased and healthier tree canopy, improved water filtering, enhanced rain water interception and slower rate of stormwater flow, and greater carbon sequestration. Improved ecological functions will lead to more sustainable forested natural areas.

3. **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?*

	Activity Description	Deliverables	Timeline 2009,2010
1.	Restoration work party events	At least 10 volunteer events per year	March-Nov each year
2.	Publicity	Monthly communications	Feb-Dec each year
3.	Presentations	Minimum of 5 per year	Jan-Dec each year
4.	Continue & increase partnerships	Develop 1 new partner MOU per year	Jan-Dec each year
5.	Volunteer recruitment	Engage at least 800 volunteers per year	March-Dec each year
6.	Stewardship Training	Train 4 volunteer leaders per year	Spring each year
7.	Areas under restoration	26 acres in restoration	March-Nov each year
8.	Educational Signage	Signage at each area under restoration	March-Nov each year
9.			
10.			

4. **Effectiveness** (see page 2 of application instructions for definition) – describe how the project will effectively implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *Why is the primary applicant the best entity to deliver the proposed program/service/intervention? What is the capacity of the primary applicant to deliver the proposed program/service/intervention? What tools, services and partners will be brought to bear?*

**Implementation Strategies for Education & Outreach.**

- Regular volunteer restoration work party events will be held through the year. The city has a successful record of hosting monthly restoration events for the last 3 years.
- Monthly communications will be conducted to advertise volunteer opportunities for natural area stewardship. The city has established publicity formats including newspaper, websites, flyers, and email listserves. These formats will be continued.
- PowerPoint presentations have been developed and these will be updated as the project progresses.

**Implementation Strategies for Capacity Building**

- The city currently has a MOU with Eastside Preparatory School, and is developing a MOU with Cascade Land Conservancy. New MOU partners will be developed.
- The city will continue to recruit new volunteers from a variety of community and business sources. Over 1000 volunteers are currently in a database.
- The city will work with Washington Native Plant Society to train volunteer leaders.

- Trained volunteer leaders will develop and implement natural area restoration plans for their sites under the coordination and oversight of the city of Kirkland project manager/coordinator and project partners.
- Trained volunteer leaders will each commit to organize at least one large community work party (or several small work parties) to engage the community and result in a combined total of 2,500 to 3,000 steward hours each project year.
- Restoration activity achievements conducted by volunteer leaders will be tracked in a database.

#### **Implementation Strategies for Demonstration Projects**

- City staff and contractors will continue to provide hands on opportunities for volunteers to learn restoration techniques.
- The city will continue to provide educational and interpretive signage at restoration sites.

#### **Implementation Strategies for Direct Improvement of Natural Resource Conditions**

- The city will continue to implement the 20-Year Forest Restoration Plan.
- In addition to forest restoration, riparian and wetland areas will also be considered for natural area restoration.
- Trained volunteer leaders will arrange for a combined total of at least 1,200 native plants to be installed each project year; and project areas will be cleared of invasive plant species such as English ivy, reed canarygrass, Scot's broom, and Himalayan blackberry.

5. **Efficiency** (see page 2 of application instructions for definition) – describe how the project will efficiently implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *How will the proposed program/service/ intervention engage in conjunction with related efforts? How does your strategy best leverage resources?*

The city has established momentum with volunteer natural area restoration projects and gained credibility with the citizens, communities, and businesses. Additionally, the "Green Kirkland Partnership" has brand recognition in the community. Efficiency is realized by utilization of existing marketing of the program, expertise and systems in place to coordinate and conduct volunteer restoration projects, the established networking for volunteers, and an established database of 1000 experienced volunteers.

Volunteers have been drawn from the following groups: Boy Scouts, Cub Scouts, Girl Scouts, Cascade Land Conservancy, churches, Kirkland city councils and board members, EarthCorps, Audubon Society, neighborhood associations, schools, universities, Kiwanis Club, the Tzu-Chi Foundation, and businesses such as Clearwire, Microsoft, The Watershed Company, and Outback Steakhouse.

Significant amount of time has already been spent in developing effective working relationships with these groups. To continue recruiting from these sources and to add others will leverage the programs ability to grow in the number of volunteers engaged in the program and therefore will increase the amount of restoration work accomplished.

6. **Equity** (see page 2 of application instructions for definition) – describe how the project will equitably implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *In what part of the District will the proposed program/service/intervention occur? Who is the target audience and what demographic section of the community will be affected?*

The restoration sites are within the City of Kirkland and within the WIRA 8 Watershed. The positive impact from this program benefits the watershed and the citizens of Kirkland. A healthy and functioning green infrastructure will add to the air quality and filter storm water runoff that will also benefit fish habitat in Kirkland’s fish bearing creeks and in Lake Washington.

7. **Evaluation of Intended Results** – describe the evaluation mechanisms you will use to track, document, and report that the project has achieved the intended results described in questions 1- 3.

A database will be used to track the number of volunteers and their hours, the square feet of invasive plants removed, acreage under restoration, number of native plants planted, and number of presentations. The Park Board will receive monthly status reports and an annual report of the program will be presented and reviewed to the Park Board and City Council.

8. **Project Budget & Expenses Total for 2009 and 2010:**

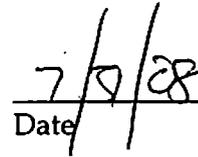
Budget Item	KCD Funds	Other Funds (specify)	Other Funds (specify)	Total
Salaries and Benefits	\$102,084			
Travel/Meals/Mileage				
Office/Field Supplies	\$1,000			
Contracted/Professional Services*	\$10,000			
Land Acquisition				
Permits				
Other (specify)				
Other (specify)				
Other (specify)				
<b>TOTAL</b>	<b>\$113,084</b>			

\*Kirkland in collaboration with Bellevue, Redmond, Issaquah, Sammamish, and King County is developing a Native Plant Stewardship Program on the eastside (east King County) to train volunteers in natural area restoration. The program will be funded equally by the participating agencies. Washington Native Plant Society will be contracted to coordinate the program.

9. **KCD Acknowledgement** - describe how the KCD will be acknowledged as a source of funding for the proposed program/service/intervention (see page 3 of application instructions for requirements).

KCD will be acknowledged on all written and electronic correspondence and publications pertaining to the funding of this project. This will include but may not be limited to volunteer recruitment materials, restoration events, signage at restoration sites, presentations, City publications, City web site, and other related program materials.

  
Authorized Signature

  
Date

**Green Kirkland Partnership Target Areas, 2009 and 2010**

These targeted natural areas are all currently degraded by invasive plant species and in need of restoration.

Park Natural Area	Park Acreage	Area Under Restoration 2009/2010	Description
Carillon Woods Park	8.71 acres	6.1	This park features mix of conifers and big leaf maples, steep slopes, wetlands, emerging springs, and serves as the headwaters for Carillon Creek. The rest of the site is mostly wooded, with informal trails. The threat of invasives is estimated to be greater than 5% but less than 50% and greater than 25% native upper tree canopy cover but less than 50% upper canopy coniferous or broadleaf cover. The Volunteer work parties to remove English ivy were held in 2005 and 2006.
Cotton Hill Park	4.1 acres	4.1	This site includes a small stream and wetland areas. The site is heavily degraded by invasive plant species which have resulted in a reduced canopy. The site is estimated to have less than 25% native upper tree canopy cover and greater than 50% invasive cover. Neighborhood volunteers have recently construction on a raised (turnpike) trail through the muddiest areas. Restoration efforts started in 2008.
Everest Park	21.51 acres	1.3	The developed part of the park has three ball fields, along with basketball, tennis courts, picnic shelter, and paved footpaths and parking areas. Interpretive trails wind through natural wetland, riparian, and forested areas. Within the natural areas of the park the threat of invasives is estimated to be greater than 5% but less than 50% and greater than 25% native upper tree canopy cover but less than 50% upper canopy coniferous or broadleaf cover. Restoration work on Everest Creek and associated riparian areas started in 2005.
Juanita Bay Park	110 acres	48	The park consists mostly of a natural mosaic of wetland, Forbes Creek, and forested areas bordered on the west by Lake Washington. The park is an important natural area within the city and provides vital wetland habitat for many species of wildlife. The park features paved trails, boardwalks, open lawn areas, benches and picnic tables. In 2004 a Vegetation Management Plan was created by Sheldon & Assoc.; however, no long-term restoration projects have yet been initiated. In 2008 a detailed Restoration Action Plan for 48 acres west of 98th Ave NE was developed by Seattle Urban Nature to prioritize restoration areas and activities. The site is estimated to have less than 25% native upper tree canopy cover and greater than 50% invasive cover. If this position is funded, the plan will
Kiwanis Park	2.57 acres	2.1	This undeveloped forested green space offers 450 lineal feet of waterfront on Lake Washington. A natural trail leads visitors to the waterfront. The threat of invasives is estimated to be greater than 5% but less than 50% and greater than 25% native upper tree canopy cover but less than 50% upper canopy coniferous or broadleaf cover. Forest restoration efforts started in 2007
Watershed Park	73.37 acres	12.95	The park is a secluded forested natural area with hiking trails. Many species of birds and wildlife have been documented at the park. In 2006 a draft Vegetation Management Plan was developed for the park by Sheldon & Assoc. Within the natural areas of the park the threat of invasives is estimated to be greater than 5% but less than 50% and greater than 25% native upper tree canopy cover but less than 50% upper canopy coniferous or broadleaf cover. The plan has not yet been finalized. Restoration efforts began in 2007
Total target acres in restoration:		74.55	