

CITY COUNCIL AGENDA ITEM
CITY OF SHORELINE, WASHINGTON

AGENDA TITLE:	Authorize the City Manager to Amend the Intergovernmental Agreement with the King Conservation District for Performance of Conservation Services Program
DEPARTMENT:	Parks, Recreation and Cultural Services
PRESENTED BY:	Eric Friedli, PRCS Director
ACTION:	<input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion <input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing

PROBLEM/ISSUE STATEMENT:

On May 5, 2016, the City of Shoreline and the King Conservation District (KCD) executed an Interlocal Agreement for the Performance of Conservation Services to conduct neighborhood level urban forest health assessments and stewardship plans for open spaces in the Ballinger and Innis Arden neighborhoods (Attachment A).

The project management and technical planning services were provided by KCD staff, while project professional services contracts were paid for and coordinated by KCD. The City of Shoreline agreed to have KCD allocate \$31,000 of Shoreline's KCD Assessment/Rates and Charges Collections towards this project.

On October 29, 2018, Council authorized the City Manager to amend the Interlocal Agreement with KCD for Performance of Conservation Services by approving the Addendum to this Agreement (Attachment B). This added \$5,000 to the project budget to be used toward the purchase of native trees and shrubs, bringing the project total to \$36,000.

In order to complete the project, the original budget for the KCD urban forest health management project titled "Neighborhood Urban Forest Stewardship Program" needs to be increased by \$10,000, an additional \$5,000 over what was approved in October 2018, to be used toward the purchase of native trees and shrubs for the community forest health enhancement projects implemented in association with the project. The source of the funding for the additional project cost is the KCD Assessment/ Rates and Charges Collections set aside for projects in partnership with the City.

Tonight, staff requesting that Council authorize the City Manager to amend the Interlocal Agreement with KCD for Performance of Conservation Services to include an additional \$5,000, bringing the project total to \$41,000, by approving the Addendum to this Agreement (Attachment C).

RESOURCE/FINANCIAL IMPACT:

The City of Shoreline agrees to allocate an additional \$5,000 of its KCD Assessment/Rates and Charges Collections towards this project for a total of \$41,000.

RECOMMENDATION

Staff recommends that the City Council authorize the City Manager to execute the Addendum to Agreement for Performance of Conservation Services with the King Conservation District to complete urban forest health assessments with stewardship plans in the Ballinger and Innis Arden neighborhoods.

ATTACHMENTS:

- Attachment A: King Conservation District Agreement for Performance of Conservation Services
- Attachment B: King Conservation District Addendum to Agreement for Performance of Conservation Services (first Amendment)
- Attachment C: King Conservation District Addendum to Agreement for Performance of Conservation Services (second Amendment)

Approved By: City Manager **DT** City Attorney **MK**



AGREEMENT FOR PERFORMANCE OF CONSERVATION SERVICES

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 Washington 98057 (referred to herein as "District"), and the City of Shoreline, a municipal corporation in King County, Washington, located at 17500 Midvale Avenue North, Shoreline WA 98133 (referred to herein as "City"), 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 and City desire to enter into this Agreement for the purpose of the performance of the conservation projects described in ATTACHMENT A which will be funded by a portion of conservation assessment funds and/or rates and charges funds collected for the District as described in ATTACHMENT B.

SECTION 2. AGREEMENT

2.1 The District agrees to provide the labor and materials necessary in connection with the conservation projects described in ATTACHMENT A in the amount identified in ATTACHMENT B and referred to as the "Project Cost." The District shall not be required to provide labor and materials above the approved Project Costs.

2.2 The District agrees to allocate a portion of the assessment / rates and charges funds received by the District in the amount identified in ATTACHMENT B toward payment of the Project Cost.

SECTION 3. GENERAL PROVISIONS


3.1 The District shall not by virtue of this Agreement acquire any proprietary or governmental interest in the projects described in ATTACHMENT A.

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

3.3 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be modified only by an agreement in writing signed by both 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.

3.5 This Agreement shall be effective for the period January 1, 2016 through December 31, 2018. This Agreement shall remain in effect as noted unless terminated by either party by giving thirty (30) days prior written notice to the other party

DISTRICT:
By 
Name RICHARD A. RYON
Title CHAIR, BOARD OF SUPERVISORS
Date 5/5/2016

CITY:
By City of Shoreline
Name Debra Jane Melrose Jarry
Title City Manager
Date 4/25/16

DISTRICT LEGAL COUNSEL:
By _____
Name _____
Title _____
Date _____

CITY ATTORNEY:
By 
Name JULIE AINSWORTH-TAYLOR
Title ASST. CITY ATTORNEY
Date 2/11/16

ATTACHMENT A

City of Shoreline Neighborhood Urban Forest Stewardship Program Project Scope of Work and Timeline

The City proposes working in two distinct neighborhoods (Ballinger and Innis Arden/Richmond Beach/Richmond Highlands) to develop management plans for four (4) public open space/parks and seven (7) private forest reserves, stewardship plans for seven (7) public open space/parks, and develop a community stewardship program in collaboration with community partners.

Proposed work:

1. Forest health assessment and management plans for eleven (11) private and public open spaces in two neighborhoods
2. Stewardship plans for seven public forested open spaces only.
3. Stewardship program to engage the community partners through training and restoration projects throughout ALL open spaces in both neighborhoods and to increase awareness of adjacent property owners' urban forest management

Engaged community partners:

King County Housing Authority, Center for Human Services, Mountains to Sound Greenway Trust, EarthCorps, Innis Arden Club Reserve, Shoreline Community College, Ballinger Neighborhood Association, Richmond Highlands and Richmond Beach Neighborhood Associations

1. Forested Open Space Assessment & Management Plans

March – May 2016

Perform urban forest assessment and develop management plans for **Public** (Brugger's Bog Park - 4 ac., Ballinger Open Space - 2.63 ac., Innis Arden Reserve M - 23 ac., and Strandberg Preserve - 2.58 ac.) and **Private** (Bear, Blue Heron, Boeing Creek, Coyote, Eagle, Grouse and Running Water Reserves in Innis Arden Club ~ 60 acres) forest areas

- Create baseline maps of project sites
- Perform field reconnaissance to note forest composition, structure and health, identify stand or habitat types, note understory vegetation, and presence and occurrence of invasive plant species - including adjacent properties.
- Write a forest management plan to discuss current conditions and provide recommendations for future management for forest health.
- Produce final map to delineate stand or habitat types and identify sensitive areas and invasive species colonies.

2. Stewardship Plans

May - July 2016

Develop stewardship plans for seven public spaces (Ballinger Open Space – 2.63, Boeing Creek Open Space – 4.41, Boeing Creek Park – 33.45, Bruggers Bog – 4.36, Innis Arden Reserve M – 22.94, Richmond Beach Saltwater Park – 32.06, Shoreview Park – 46.65 = 146.5 acres) which entails reference to management plans and identify priority activities (what), recommended party to do the action - partners (who and how), recommended timeline (when).

3. Community/Neighborhood Stewardship Program

August 2016 - 2017

Engage the community of Ballinger, Richmond Highlands and Richmond Beach Neighborhoods for public open space stewardship (and adjacent private property owners). Determine a budget for a community stewardship program; provide outreach and coordination of volunteers, events, and community stewardship training. Coordinate with Mountains to Sound Greenway Trust and EarthCorps.

City of Shoreline Role:

- Coordinate and communicate with community partners regarding the project at each phase.
- Include the community partners at appropriate times to participate in stewardship planning and implementation.
- Meet regularly with KCD staff to ensure project flow and success.
- Provide City staff and resources to the project when needed, within scope.
- Commit a designated amount of KCD-City Partnership funds as agreed upon for the success of the project.
- Be responsible for costs such as restoration materials (including plants), events, and any professional contract work (e.g. hazard tree removal, engineering restoration work).
- Provide social and regular media coverage of the project and activity through the City's normal communication channels.
- Develop/update a City Urban Forest Management Plan that integrates the project components to ensure these efforts are supported and sustained by the City.

ATTACHMENT B

APPROVED PROJECT COSTS

Project costs include project management and technical planning services provided by King Conservation District staff, and professional services contracts coordinated by the District. The total approved project cost and sources of project funding are summarized below:

Summary:

Project Cost	\$82,060.00
KCD UFHM Program Funds	\$51,060.00
Credit against City Allocation	\$31,000.00
Cash Match (if applicable)	None

The final costs of the project may vary depending on the actual cost of the services provided. The District shall not be required to provide labor and materials above the approved Project Costs. The parties agree that a portion of the Project Costs will be funded through a credit against the City's allocation from the King Conservation District Special Assessment and Rates & Charges collections set aside for projects in partnership with the City, which shall not exceed the amount identified above as the "Credit against City Allocation" without the advance written approval of the City. The District will keep the City informed about the actual project costs and the District will coordinate with the City to amend this Agreement to authorize any increase in the approved Project Cost.

Addendum to Agreement for
Performance of Conservation Services

This Addendum to Agreement (“Addendum”) 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 Washington 98057 (referred to herein as “District”), and the City of Shoreline, a municipal corporation in King County, Washington, located at 17500 Midvale Avenue North, Shoreline WA 98133 (referred to herein as “City”), for the purposes set forth herein.

The purpose of the Addendum is to amend the Agreement for Performance of Conservation Services dated May 5, 2016 by increasing the budget for the KCD urban forest health management project titled *Neighborhood Urban Forest Stewardship Program* by adding \$5,000 to the project budget to be used toward the purchase of native trees and shrubs for the community forest health enhancement projects implemented in association with the project. The source of funding for the additional project cost is King Conservation District Special Assessment and Rates & Charges collections set aside for projects in partnership with the City.

As stated in Attachment B to the Agreement, the originally approved allocation of King Conservation District Special Assessment and Rates & Charges collections to the project is \$31,000. The Addendum increases to \$36,000 the total allocation of KCD collections to the project, denoted as “Credit Against City Allocation”. KCD Urban Forest Health Management funds applied to the project remain the same, and the revised total project cost is increased to \$87,060. The final costs of the project may vary depending on the actual cost of the services provided. The District will keep the City informed about the actual additional costs.

All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

CITY

KING CONSERVATION DISTRICT

By _____ By _____

Date: _____ Date: _____

ADDENDUM TO AGREEMENT FOR PERFORMANCE OF CONSERVATION SERVICES

This Addendum to Agreement (“Addendum”) is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 800 SW 39th Street Suite 150 Renton Washington 98057 (referred to herein as “District”), and the City of Shoreline, a municipal corporation in King County, Washington, located at 17500 Midvale Avenue North, Shoreline WA 98133 (referred to herein as “City”), for the purposes set forth herein.

The purpose of the Addendum is to amend the Agreement for Performance of Conservation Services dated May 5, 2016 by increasing the budget for the KCD urban forest health management project titled *Neighborhood Urban Forest Stewardship Program* by adding \$10,000 to the project budget to be used toward the purchase of native trees and shrubs for the community forest health enhancement projects implemented in association with the project. The source of funding for the additional project cost is King Conservation District Special Assessment and Rates & Charges collections set aside for projects in partnership with the City.

As stated in Attachment B to the Agreement, the originally approved allocation of King Conservation District Special Assessment and Rates & Charges collections to the project is \$31,000. The Addendum increases to \$41,000 the total allocation of KCD collections to the project, denoted as “Credit Against City Allocation”. KCD Urban Forest Health Management funds applied to the project remain the same, and the revised total project cost is increased to \$92,060. The final costs of the project may vary depending on the actual cost of the services provided. The District will keep the City informed about the actual additional costs.

All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

CITY

KING CONSERVATION DISTRICT

By _____ By _____

Date: _____ Date: _____