

POULSBO AGREEMENT DISTRIBUTION SCHEDULE

SUBJECT: 2019-030 - WA State Department of Natural Resources - Interlocal Cooperation Act

CONFORM AS TO DATES & SIGNATURES

- Approved by the Mayor: 04/29/19
- Approved by the City Council: _____
- Completion: 04/30/20
- Recorded: _____
- Certificate of Liability: _____

DISTRIBUTE CONFORMED COPIES AS FOLLOWS:

- City Attorney
- Clerk's Department: Original
- Posted to Library Drive
- Posted to Web Site
- Department: _____
- Mayor
- Other: _____

Rhiannon Fernandez
City Clerk

08/08/19
Date



INTERAGENCY AGREEMENT
DEPARTMENT OF NATURAL RESOURCES (DNR)
 NO. 93-099087

This Agreement is made and entered into between the Washington State Department of Natural Resources, hereinafter referred to as DNR, and the below named firm, hereinafter referred to as the City.

DNR and the City enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

City of Poulsbo
 200 NE Moe St.
 Poulsbo, WA 98370
 Phone: (360) 779-9898
 FAX: (360) 779-5917
 Email: mmcluskey@cityofpoulsbo.com

IT IS MUTUALLY AGREED THAT:

1.0 Purpose. The purpose of this Agreement is to expand the arboretum at Centennial Park to showcase a tree planting demonstration project that will enhance the public's understanding of the benefits of establishing and maintaining trees.

2.0 Scope of Work. The City shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in Attachment B, Section II – Proposal Narrative. The City shall produce bi-annual reports by October 31, 2019, and a final report by April 30, 2020, summarizing work performed and evaluating the performance and results of this agreement.

3.0 Period of Performance. The period of performance of this Agreement shall begin on the final execution by both parties, and end on April 30, 2020, unless terminated sooner as provided herein.

4.0 Payment. The parties estimate that the cost of accomplishing the work will not exceed Five Thousand Fifty and 00/100 Dollars (\$5,050). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree in writing to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Pay for services shall be based on the rates and terms described in Attachment B, Section III – Proposal Budget. Funding for this contract is

provided by US Forest Service 2015 Consolidated Payment Grant, Grant number: 2015-DG-11062765-729, CFDA #10.664: Cooperative Forestry Assistance, DNR Program Index 244, project code GVE.

5.0 Billing Procedures. The City may submit invoices quarterly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date. However, invoices for all work done within a fiscal year must be submitted within 30 days after the end of the fiscal year.

Each invoice submitted to DNR shall include information needed by DNR to determine the exact nature of all expenditures and completed work. At a minimum, each invoice shall specify the following:

- A. Agreement number 93-099087 and invoice date
- B. Organization & Primary contact name
- C. Phone Number and email address
- D. Federal Employment Identification Number
- E. DUNS Number
- F. Summary of work completed
- G. Detail of Expenses
- H. Documentation for all reimbursable expenses
- I. Any other relevant information

6.0 Records Maintenance. The City shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the City in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. The City shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose this material to any third parties without first notifying the furnishing party and giving it a reasonable opportunity to respond. Each party will use reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

7.0 Outreach and Printed Materials. Grantees will post and share with DNR a media release informing the community of the project, acknowledging Washington Department of Natural Resources and USDA Forest Service.

All printed materials, signs, and other products including websites resulting from this grant must be reviewed by DNR prior to publishing. USDA Forest Service support shall be acknowledged in all publications or audiovisuals in accordance with USDA Supplemental 2 CFR 415.2. All projects must include an acknowledgement of funding sources, and may be recognized as follows:

"Funds for this project were provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program."

Appropriate agency logos may be used in addition to the above statement, and are supplied to successful applicants. Logos are available on the DNR website on this web page:

<http://www.dnr.wa.gov/community-forestry-assistance-grant-resources>.

USDA Equal Opportunity statement must be included in all publications:
"The USDA is an equal opportunity provider and employer."

8.0 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by as defined by Title 17 U.S.C., Section 101 and shall be owned equally by the DNR and the City. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

9.0 Independent Capacity. The employees or agents of each party who are engaged in performing this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

10.0 Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

11.0 Termination for Convenience. Either party may terminate this Agreement upon 30 calendar days' prior written notice to the other party. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

12.0 Termination for Cause. If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

13.0 Disputes. If a dispute arises, each party will make a good faith effort to resolve issues at the lowest possible level in their respective agencies. If they cannot resolve an issue, they will elevate the issue within their respective chains of command to resolve it.

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall evaluate the facts, Agreement terms, applicable statutes and rules, and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on both parties. The cost of resolution will be borne as allocated by the Dispute Board. Alternatively, the parties may pursue a third party dispute resolution as the parties mutually agree to in writing.

14.0 Governance. This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable state and federal statutes and rules;
- (2) Scope of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

15.0 Assignment. The work to be provided under this Agreement and any claim arising from this Agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

16.0 Waiver. A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

17.0 Severability. The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

18.0 Responsibilities of the Parties/Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend (with counsel acceptable to DNR), and hold harmless DNR, its officials, agents, and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. The City's obligation to indemnify, defend, and hold harmless includes any claim by the City's agents, employees, representatives, any subcontractor or its employees, or any third party.

However, the City shall not indemnify, defend, or hold harmless DNR, its officials, agents, and employees for claims caused by or resulting from the sole negligence of DNR, its officials, agents, and employees and in the event of concurrent negligence by (1) the City, its agents, employees, representatives, any subcontractor or its employees, or any third party and (2) DNR, its officials, agents, and employees, the City's obligation to indemnify, defend, and hold harmless DNR, its officials, agents, and employees shall be valid and enforceable only to the extent of the City, its agents, employees, representatives, any subcontractor or its employees, or any third party's share of any concurrent negligence.

The City waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its officials, agents or employees.

19.0 Insurance. Before using any of said rights granted herein and its own expense, the City shall purchase and maintain, or require its agent(s)/subcontractor to purchase and maintain, the insurance described below for the entire duration of this Agreement. Failure to purchase and maintain the required insurance may result in the termination of the Agreement at DNR's option.

All insurance provided in compliance with this Agreement shall be primary as to any other insurance or self-insurance programs afforded to, or maintained by, the State of Washington, Department of Natural Resources.

The City shall provide DNR with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Agreement before using any of said rights granted herein. The description section of the certificate shall contain the Contract Number and the name of the DNR Project Manager. The City shall also provide renewal certificates as appropriate during the term of this Agreement.

The City shall include all subcontractors and agents as insured under all required insurance policies or shall provide separate certificates of insurance for each subcontractor or agent. Failure of the City to have its subcontractors and agents comply with the insurance requirements contained herein does not limit the City's liability or responsibility.

INSURANCE TYPES & LIMITS: The limits of insurance, which may be increased by State, as deemed necessary, shall not be less than as follows:

Commercial General Liability (CGL) Insurance: The City shall purchase and maintain commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence. If such CGL insurance contains aggregate limits, the general aggregate limits shall be at least twice the "each

occurrence" limit, and the products-completed operations aggregate limit shall be at least twice the "each occurrence" limit. All insurance must cover liability arising out of premises, operations, independent contractors, products completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another party assumed in a business contract) and contain separation of insured (cross-liability) condition.

Employer's liability ("Stop Gap") Insurance: The City shall purchase and maintain employer's liability insurance and if necessary, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease.

Business Auto Policy (BAP) Insurance: The City shall purchase and maintain business auto insurance and if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 per accident, with such insurance covering liability arising out of "Any Auto". The policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense." The City waives all rights of subrogation against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Industrial Insurance (Workers Compensation): The City shall comply with Title 51 RCW by maintaining workers compensation insurance for its employees. The City waives all rights of subrogation against State for recovery of damages to the extent they are covered by Industrial Insurance, employer's liability, general liability, excess, or umbrella insurance the City waives its Title 51 RCW immunity to the extent it is required by its indemnity obligation under this Agreement.

ADDITIONAL PROVISIONS:

Additional Insured: The State of Washington, Department of Natural Resources, its officials, agents, and employees shall be named as additional insured by endorsement on all general liability, excess, and umbrella insurance policies.

Cancellation: DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

1. Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give the State 45 days advance notice of cancellation or nonrenewal. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.
2. Insurers subject to Chapter 48.15 RCW (Surplus Lines): The State shall be given 20 days advance notice of cancellation. If cancellation is due to non-payment of premium, the State shall be given 10 days advance notice of cancellation.

Insurance Carrier Rating: All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII, or better. Any exception must be reviewed and approved by the DNR Risk Manager or the DNR Contracts Manager, in the Risk Manager's absence. If an insurer is not admitted to do business in the State of Washington, all insurance policies and procedures for issuing the insurance policies must comply with Chapters 48.15 RCW and 284-15WAC.

Self-Insurance: If the City is self-insured, evidence of its status as a self-insured entity shall be provided to State. The evidence should demonstrate that the City's self-insurance meets all of the required insurance coverage of this Agreement to the satisfaction of State including the description of the funding mechanism and its financial condition. If the funding mechanism or financial condition of the self-insurance program of the City is inadequate, then State may require the purchase of additional commercial insurance to comply with this Agreement.

Waiver: The City waives all rights of subrogation against State for recovery of damages to the extent these damages are covered by general liability, excess, or umbrella insurance maintained pursuant to this Agreement.

20.0 Complete Agreement in Writing. This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

21.0 Contract Management. The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

22.0 Project Coordinators.

(1) The Project Coordinator for the City is Mary McCluskey, Telephone Number (360) 394-9772, Email mmccluskey@cityofpoulsbo.com.

(2) The Project Manager for DNR is Linden Lampman, Urban & Community Forestry Program Manager. Telephone Number (360) 902-1703, Email Linden.Lampman@dnr.wa.gov.

By signature below, the Parties certify that the individuals listed in this document, as representatives of the Parties, are authorized to act in their respective areas for matters related to this instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

CITY OF POULSBO

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL
RESOURCES (DNR)**

Phyllis Gini 4/29/19
Signature Date
REBECCA ERMAKOW
Name
Mayor
Title

Julie Sackett 5/8/19
Signature Date
Julie Sackett
Name
Forest Health & Resiliency Division Manager
Title

City of Poulsbo 200 Moe St
Address
Poulsbo, WA 98370
360-779-3901
Telephone

1111 Washington Street SE
Olympia WA 98504-7037
Address
(360) 902-1765
Telephone

ATTACHMENT A

MINIMUM FEDERAL PROVISIONS

The Washington State Department of Natural Resources (DNR), as a Contractor or Grantee with a federal entity, is entering into this Agreement with a sub-contractor or sub-recipient.

"Sub-contractor/Sub-recipient" is defined as an entity and/or individual, including all employees, who has entered into a contract or agreement with a Contractor/Grantee receiving federal funds for the purposes of this Agreement.

The information contained in this attachment is not intended to substitute federal guidance, or interpret federal law. It is intended to be used as a tool for the Sub-contractors/ Sub-recipients. It is the Contractor's/Grantee's or Sub-contractor's/Sub-recipient's responsibility to ensure compliance with the most up-to-date applicable federal laws, rules and regulations in order to carry out the terms and conditions of this agreement

1. Cost Principles. By accepting Federal assistance, the Contractor/Grantee and/or Sub-contractors/Sub-recipients agrees to abide by the applicable Office of Management and Budget (OMB) Circulars including, but not limited to federal regulation 2 CFR Part 200 sections A-F as well as appendixes, revisions and additional sections as supplemented by the funding agency in the expenditure of federal funds and performance under this program.

2. Audit Requirements. Non-federal entities that expend \$750,000 or more federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996. Recipients expending less than \$750,000 in a year are exempt from federal audit requirements but must make records available for review or audit by federal agencies and/or DNR.

3. Executive Compensation. Contractors/Grantees as well as Sub-contractors/Sub-recipients must report the names and total compensation of each of the Contractor/Grantee's and/or Sub-contractor's/Sub-recipient's five most highly compensated executives for the Contractor/Grantee's and/or Sub-contractors/Sub-recipients preceding completed fiscal year if: In the Contractor/Grantee's and/or Sub-contractor's/Sub-recipient's fiscal year, the Contractor/Grantee and/or Sub-contractor/Sub-recipient received-

- i.) 80 percent or more of its annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act (and sub-awards); and
- ii.) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, (and sub-awards); and
- iii.) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the

Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a) 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Refer to complete instructions for reporting, exemptions and definitions as contained in federal regulation 2 CFR 170

4. Trafficking in Persons. Contractor/Grantee and/or Sub-contractor/Sub-recipient are prohibited from trafficking in persons as detailed in federal regulation 2 CFR-Grants and Agreements.

5. Eligible Workers. Sub-contractor/Sub-recipient shall ensure that all employees complete federal form I-9 "Employment Eligibility Verification" to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324a). Sub-contractor/Sub-recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any subsequent sub-award under this agreement.

6. DUNS and FAIN Requirements. Federal Award Identification Number (FAIN) must be included on any sub-award documents issued by Contractor/Grantee and/or Sub-contractor/Sub-recipient.

Sub-contractor/Sub-recipient may not make a sub-award to any entity unless the entity has provided its Dun and Bradstreet Data Universal Numbering System (DUNS) number to DNR.

7. Debarment and Suspension. Sub-contractor/Sub-recipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Sub-contractor/Sub-recipient shall immediately inform the Federal funding agency and DNR if they or any of its principals become excluded, debarred, or suspended from entering into covered transactions with the federal government. Additionally, should Sub-contractor/Sub-recipient or any of its principles receive a transmittal letter or other official federal notice of debarment or suspension they shall notify the Federal funding agency and DNR without undue delay. This applies whether the exclusion, debarment or suspension is voluntary or involuntary.

Contractors/Grantees and/or Sub-contractors/Sub-recipients are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. All non-procurement transactions (i.e., sub-awards), irrespective of award amount, are considered covered transactions.

When a Contractor/Grantee and/or Sub-contractor/Sub-recipient enters into a covered transaction with an entity at a lower tier, the Contractor/Grantee and/or Sub-contractor/Sub-recipient must verify that the entity is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the System for Awards Management (SAM) at <https://www.sam.gov>, collecting a certification from the entity or adding a clause or condition to the covered transaction.

8. Non-Discrimination. During the performance of activities under this Agreement, the Sub-contractor/Sub-recipient shall comply with all federal, state and local non-discrimination laws, regulation and policies. In the event of the Sub-contractor's/Sub-recipient's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, cancelled or terminated in whole or in part, and the Sub-contractor/Sub-recipient may be declared ineligible for further agreements with DNR.

In accordance with Federal law and U.S. Department of Agriculture (USDA)/Department of Interior (DOI) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

USDA – To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (202) 720-5964.

DOI – The formal complaint should be filed by you or your representative, using Department of the Interior Form DI-1892, with the Bureau or Office EEO Officer where the alleged discriminatory incident occurred or with the Director, Office for Equal Opportunity, 1849 C Street N.W., MS-1442 MIB, Washington, D.C. 20240. The DI-1892 form may be obtained from the EEO Counselor or the Bureau EO Office.

If you are filing a complaint against another agency go to <http://www.hhs.gov/ocr/civilrights/complaints/index.html>, for more information.

9. Lobbying. Sub-contractor/Sub-recipient shall not use funds from this Agreement to pay any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Sub-contractor/Sub-recipient shall complete

and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Contractor/Grantee and/or Sub-contractor/Sub-recipient shall include the above language in documents for all sub-awards under this Agreement at all tiers.

10. Other Grant Specific Requirements. For further information related to federal requirements that may apply to Contractor/Grantee and applicable Sub-contractors/Sub-recipients under this Agreement, go to: <http://www.whitehouse.gov/omb/grants>

ATTACHMENT B



WASHINGTON STATE DEPARTMENT OF **NATURAL RESOURCES**

2019 Community Forestry Assistance Grant Proposal Form

Funds for this grant are made available through the USDA Forest Service, administered by the Department of Natural Resources (DNR) Urban and Community Forestry Program.

Section I — Proposal Summary

Please complete all fields. The signature must be an original on a printed version of this application; scanned copies in .pdf format are acceptable for electronic submissions.

Project name (five words or less) Centennial Park Arboretum

Location (City) Poulsbo Tree City USA Y N

Name of Applicant (Organization) City of Poulsbo

Daytime Phone # 360-779-9898 Applicant's Federal I.D. Number 91-6001488

Applicant Address 200 NE Moe St.

City Poulsbo State WA Zip 98370

Contact Person Mary McCluskey Daytime Phone # 360-394-9772

Fax # 360-779-5917 E-mail Address mmcluskey@cityofpoulsbo.com

Brief Description of Project and Objective(s) (not to exceed 5 lines of text):

To expand the arboretum at Centennial Park to showcase a tree planting demonstration project that will enhance the public's understanding on the benefits of establishing and maintaining trees. The Tree Board will complete the planning for the arboretum expansion through tree selection and planting events. Public Works and volunteers will plant a variety of 20 new trees along new trails that will be viewed by park visitors. Tree identification signs with QR codes on each tree species allows citizens to learn about the trees that can be planted in their own yards. A brochure will be created and an updated map of the arboretum trees will be available.

Project GIS Coordinates: Reference Point Lat/Long: 47 44' 15.26" N, 122 38' 12 W

DNR funds requested*	from budget work sheet	\$ <u>5,050</u>
Applicant share*	from budget work sheet	\$ <u>1,550</u>
In-kind share*	from budget work sheet	\$ <u>3,509</u>
Cash share*	from budget work sheet	\$ <u>0</u>
Total amount of project*	from budget work sheet	\$ <u>10,109</u>

*Please round to the nearest dollar

By signing this grant proposal application form, the undersigned agrees that all information is accurate to the best of their knowledge.

Mary McCluskey, Parks and Recreation Director
Name and Title of Authorized Representative

Mary McCluskey

2/13/2019

Signature of Authorized Representative

Date

ATTACHMENT B

Section II — Proposal Narrative

1. Organizational Commitment

List the goals, purpose, mission statement or other guiding principles in your organization that support urban forest management. (Comprehensive plan, urban forest management plan, etc.):

The Tree Board of the City of Poulsbo was created through ordinance in 1997, but later transformed into Resolution No. 2012-11 to allow for more flexibility. The purpose of the Tree Board is to be responsible to the city council for its duties and actions, including promoting the responsible planting of trees on public and private property; promoting public education and proper maintenance of trees; advocating trees within the city; providing for aesthetics within the city through the formulation and implementation of tree programs; and developing innovative and joint funding for tree projects. The board provides an annual report of activities to the mayor and council. This advisory board continues to be active in all areas of public tree programs in Poulsbo.

2. Planning/Project Description

Describe your project including clearly defined project purpose and objective(s):

To expand the arboretum at Centennial Park to showcase a tree planting demonstration project that will enhance the public's understanding on the benefits of establishing and maintaining trees. The Tree Board will complete the planning for the arboretum expansion through tree selection and planting events. Public Works and volunteers will plant a variety of 20 new trees along new trails that will be viewed by park visitors. Tree identification signs with QR codes on each tree species allows citizens to learn about the trees that can be planted in their own yards. A brochure will be created of the arboretum trees, and will be posted on the City's website and available at the park.

The objectives used to achieve this goal includes:

- Collaborative Tree Board planning through proper tree selection and planting events.
- The Tree Board will host 2-3 work parties where volunteers will plant a variety of 20 trees along new trails at the park that will be viewed by park visitors. Planting is planned for October/November 2019 to allow for the winter rains to water the new trees. The City Arborist will add a public education component on "how to plant" a tree.
- Social media will be used to publicize these work parties, and contact will be made with local partners including service clubs, scout troops and youth clubs; Olympic College and Western Washington University students and student interns; and citizen volunteers.
- Tree identification signs will be installed for each tree species. These signs include the name of the tree and a QR code that when used with a smart phone, allows citizens to learn about the trees that can be planted in their own yards. These signs have been successfully installed in another part of the park.
- The creation of an updated arboretum brochure with a map, QR code and detailed information on each tree. This brochure and map will be on the city's website as well as available at the park.

Project description, cont.

Describe the timeline for the project citing key project benchmarks and estimated dates: Please include mid- and final reports to DNR, community and media outreach (news articles, newsletter, blog posts, social media, etc.). For projects extending the full two years, reports must be submitted bi-annually. Final reports and invoices are due no later than April 30, 2020.

Media Outreach on successful grant	May 2019
Tree Board research, planning and final tree selection	May-September 2019
Media Outreach through the Parks and Recreation catalog	August 2019
Mid Report to DNR	September 2019
Ordering of trees and plans for final delivery	October 2019
Draft Arboretum map and brochure ready for review	November 2019
Media Outreach for tree planting events through social media	October-November 2019
Newspaper article highlighting volunteer opportunity	October 2019
Ordering of tree signage, hardware and tree bags	November 2019
Tree Planting at 2-3 events	November 2019
Final arboretum map and brochure printed and posted on website and at the park	December 2019
Update information for QR codes	December 2019
Installation of tree signage	December 2019
Final Report to DNR	January 2020

- ✓ Successful grantees acknowledge that they are required to distribute a formal news release, vetted by DNR staff, and with appropriate recognition for DNR and the USDA Forest Service.

3. Results

List **project deliverables** (products that will be produced as a result of the project):

- Aid the citizenry on tree selection and diversity in their own yards by expanding the Centennial Park Arboretum through the purchase and planting of 20 different species trees.
- Educate citizens on the tree species that do well in the community through the installation of 20 tree signs and hardware for each species. Encourage good management practices through the purchase of 10 water bags to be used during the dry months.
- Building strong partnerships with citizens, organizations and city departments through the 2/3 planting events.
- Produce the Centennial Park Arboretum walking map and make available through website placement and copies at the park.

A walking map will be included within the informational brochure

List the **expected outcomes** for the project (qualitative indicators of project success):

- ✓ Add a diversity of trees to a very urban park setting to offset a landscape that includes buildings, streets, sidewalks and a salmon bearing creek on this site.
- ✓ Aid the Poulsbo citizenry on tree selection and diversity in their own yards.
- ✓ Educate others on how to plan trees and what tree species that do well in the area.
- ✓ Provide an arboretum map for people to use at the park.
- ✓ Build strong partnerships with citizens, organizations and city departments.

List **project metrics** (quantitative measures used to evaluate project success and may be estimates based on reasonable and explained assumptions):

Select a diverse group of quality 20 tree species with a year around palette, including unique bark, fruit, flowers, fall colors and form.

Secure up to 25 volunteers to plant 20 trees during 2-3 events.

Follow the maintenance and monitoring plan as prepared by the Tree Board.

Install 20 educational signs and maintain the QR code information.

Stay on the timeline to complete the project by January 2020.

Stay within budget on final project.

Evaluate the project through one volunteer satisfaction survey and Tree Board assessment.

One informational brochure with walking map of park

A formal news release describing project and referencing DNR and USFS as funding source

4. Impacts

To what degree does this project satisfy a local need?

There is a great spirit of volunteerism in Poulsbo. The west side of Centennial Park was opened in 2008. This part of the park has been the site of many Arbor Day celebrations, and there are a variety of trees that make up the early stages of an arboretum. A "Centennial Park Tree Walk" map is posted on the city website, created with the help of the Poulsbo Tree Board. For many years the eastern half of the park was 2 acres of ivy and blackberry, hidden trees and a dilapidated house. In 2018, the site was cleaned up and has become a great park additional to the urban core of Poulsbo. Volunteers contributed time and energy during 12 work parties over 8 months, clearing blackberry and pulling ivy. Two Eagle scout candidates did their Eagle Scout projects at the parks, including the installation of trails and a bench. And Olympic College and Western Washington University students planted 1330 native plants along the creek buffer. The compliments and kudos from members of the community have been amazing, with appreciation for the (mostly) volunteer efforts. This is an urban park in a city landscape at its best. The continuation of the arboretum will give citizens the opportunity to visit the park and learn more about a living collection of trees in the community that they will be able to use in their own yards. The city's tree canopy will be enhanced.

Clearly identify anticipated benefits of the project. (To what degree will the value of expected results exceed initial project investments of time and money?)

- Enjoyment:** An expanded palette of trees in the park will provide for seasonal pleasure by visitors and an increase in the urban canopy.
- Education:** Educational benefits for citizens will aid them in selecting trees for their own yards. The brochure and walking map will give visitors the information. The Tree Board is a highly motivating group that enjoys providing this education.
- Volunteerism:** Volunteer opportunities will allow people to contribute time and energy in this centrally located park, and make them proud of their community.
- Partnerships:** Connecting with organizations, agencies and individuals in local volunteer projects build strong community partnerships.

How will the project be sustained in the long-term?

Trees need a good start. Choosing healthy trees from the nursery is the first step to success.

The three year monitoring plan will be followed, but modified if necessary. The keys areas for long term success of the project includes:

Good Site Soils – The area must be inspected, and if amendments are needed, it should be added during the planting.

Alternate Watering methods – The first three years are most important. During the dry months, watering bags will be used. Western Washington University (Poulsbo campus) has interns involved in city projects. Monitoring and maintaining the trees will be a task that the interns will be involved with.

Mulch – to ensure soil moisture for roots, a ring will be cleared at the tree base and mulch will be added. A good mulch will include organic materials like leaves and needles. Fertilizer should not be needed.

Possible Staking – Stakes will only be used if the tree cannot stand straight early on. There will be no need to stake the trees as they mature.

Regular Pruning – The new trees should be pruned at the critical branches and to eliminate extra leaders. The trees will be pruned for form after the trees are established (3-4 years out). Trees will be inspected for general health annually by the city arborist for signs of damage, disease, stress, thirst, and pests.

Poulsbo Public Works does a great job maintaining the city parks. Centennial Park is a newly renovated park with waterlines throughout the park. This will aid in the maintenance of the trees during the dry summers of the northwest.

5. Other

Please indicate any innovative methods, technologies or techniques; partnerships or cooperative ventures; service to under-served populations; unique features or outstand value of your project:

The continuation of the Centennial Park Arboretum project is an important program to the Poulsbo Tree Board. They have put quite a bit of time and energy into tree plantings in this park over the years, and the success has not gone unnoticed. Partnerships with Western Washington University students (Huxley Environmental Program), local service clubs, scouts and youth clubs; along with citizen volunteers will make this project a beautiful, educational centerpiece in this urban city setting.

- ✓ Signed letter of commitment and support from project partners are included with this application.
- ✓ Successful grantees are required to distribute a formal press release, with appropriate recognition given to DNR and the USDA Forest Service.
- ✓ Successful grantees are required to submit a short informational article about the project suitable for publication in UCF's monthly newsletter, along with photo documentation, and geo-reference points for the project.

ATTACHMENT B

Section III — Proposal Budget

Please round to the nearest dollar.

Applicant Name: City of Poulsbo

Project Title: Centennial Park Arboretum

ITEM	Grant Share	Applicant Share	In-Kind Share	Cash Donation	TOTAL
Component: Planning & Purchasing					
20 Trees (\$200 ea)	4000				4000
20 Signs (\$15 ea)	300				300
20 Sign posts with hardware (\$10 ea)	100				200
20 Watering bags	650	650			1300
Tree Board Project Planning: 5 members @ 3 hrs ea @ \$30.04			450.60		450.60
Parks & Recreation Director Planning and Purchasing: 4 hours @ \$76.87*			307.48		
<i>*includes benefits</i>					
Component: Plantings					
Tree Board Project Planning: 5 members @ 3 hrs ea @ \$30.04			450.60		450.60
Parks & Recreation Director Event Implementation: 4 hours @ \$76.87*			307.48		
Public Works – prep work and plantings (2 park technicians): 16 hours @ \$37.72*			603.52		
Volunteers – planting: 12 volunteers @ 1.5 hrs ea X 2 events = 36 hrs @ \$30.04			1081.44		1081.44
City Arborist: Maintenance and monitoring plan: 4 hrs @ \$100 hr		400			400
Component: Arboretum Brochure					
Brochure Design Time by Parks and Recreation Director: 4 hrs @ \$76.87*			307.48		
Arboretum Brochure Printing - 500		500			500
TOTAL	\$5,050	\$1,550	\$3509	\$0	\$10,109

Community Forestry Assistance Grant requests must be a minimum of \$5,000 and may not exceed \$15,000. A 1:1 grant match is required.

ATTACHMENT B
Tree Planting Grant Detail

Project name (five words or less) Centennial Park Arboretum

Location (City) Poulsbo, WA

1. Total number of trees to be planted **20**
2. In the following table, list the species, number, type, and size of trees that will be planted (Note: if more than 10 species will be planted, include a separate attachment to your application that includes the same details requested by this table)

Tree Species/Cultivar (list cultivar if known)	Number Planted	(BB) balled & burlap (C) container (BR) bare-root	Calliper (in inches) ** Conifers by height (in feet)
1- <i>Magnolia sieboldii</i> , Oyama magnolia	1	* see Note 1	minimum 1.5-1.75"
2- <i>Stewartia monadelphica</i> , tall stewartia	1		minimum 1.5-1.75"
3- <i>Calocedrus decurrens</i> , incense cedar	1		** minimum 5-6 ft.
4- <i>Styrax japonicus</i> 'Pink Chimes', Pink Chimes Japanese snowbell	1		minimum 1.5-1.75"
5- <i>Chamaecyparis obtusa</i> 'Gracilis', slender hinoki cypress	1		** minimum 5-6 ft.
6- <i>Rhamnus purshiana</i> , cascara	1		minimum 1.5-1.75"
7- <i>Acer circinatum</i> 'Pacific Fire', Pacific Fire vine maple	1		minimum 1.5-1.75"
8- <i>Acer tataricum</i> 'JFS-KW2, Rugged Charm® maple	1		minimum 1.5-1.75"
9- <i>Cornus mas</i> , Cornelian cherry	1		minimum 1.5-1.75"
10- <i>Acer henryi</i> , Henry's maple	1		minimum 1.5-1.75"
11- <i>Ginkgo biloba</i> 'Princeton Sentry', Princeton Sentry ginkgo	1		minimum 1.5-1.75"
12- <i>Crataegus x lavalleyi</i> , Carriere hawthorn	1		minimum 1.5-1.75"
13- <i>Magnolia x loebneri</i> 'Leonard Messel', Leonard Messel magnolia	1		minimum 1.5-1.75"
14- <i>Picea orientalis</i> , Oriental spruce	1		** minimum 5-6 ft.
15- <i>Sorbus alnifolia</i> , Korean mountain ash	1		minimum 1.5-1.75"
16- <i>Tsuga mertensiana</i> , mountain hemlock	1		** minimum 5-6 ft.
17- <i>Amelanchier alnifolia</i> , Pacific serviceberry	1		minimum 1.5-1.75"

18- <i>Malus 'Adirondack'</i>, Adirondack flowering crabapple	1		minimum 1.5-1.75"
19- <i>Carpinus japonica</i>, Japanese hornbeam	1		minimum 1.5-1.75"
20- <i>Thujaopsis dolobrata</i>, false hiba cedar	1		** minimum 5-6 ft.

* Note 1: due to availability issues, we will need to purchase trees grown in fabric bags, containers and/or B&B

3. What factors were considered when selecting tree species and siting the planting locations?

Important points to address:

- **Species diversity.** (Species diversity guidelines recommend no more than 20% of trees from the same genus of trees (e.g. Maple) and no more than 10% of trees from the same species of tree (e.g. Red Maple).):
- **Appropriate trees for the planting location including distance from all utilities;**
 - **Sites which support medium or large-maturing trees are planted with those species.**

Factors considered for tree selection included:

- **species, genera and family diversity to address variety desired in an arboretum as well as to increase variety of trees planted in Poulsbo parks overall**
- **selection of trees that are less susceptible to common pest and disease problems**
- **selection of trees that, as a group, will provide year round interest in the park (seasonal flowers & fruit, fall foliage color, bark color, mix of broadleaf & conifers, and interesting form)**
- **selection of trees that allow for good sightlines and public safety**

Factors considered for tree siting included:

- **trees should not interfere with established pathways or public works access**
- **tree should be accessible to people as they read identification signage**
- **dense trees should not be placed where sightlines are used by public safety personnel**
- **cultural needs of individual tree species considered (sun/shade, dry/moist soil, etc.)**
- **trees will be planted in established and/or new planting beds rather than individually in turf**
- **trees planted to visually soften large buildings along park borders**

4. Describe any necessary site preparation; installation methods including planting depths and techniques; soil amendments if any; strategies for staking and mulching; special equipment needed for planting; or other activities unique to your project.

Trees will be planted in existing soils, with no additional soil amendments. There are several sites (indicated by green lines on attached map) where the existing planting beds will be expanded (turf removed) to allow for ease of turf management and prevention of damage to the trees during turf care. Installation will be done following current ANSI A300 planting standards as appropriate to the type of tree (B&B, fabric bag, container). Staking or anchoring will be done only if determined necessary (likely only with regard to potential vandalism as the site is a public park). Mulching with wood chips will be done at planting. Public works staff, tree board members and citizen volunteers will plant under supervision of an ISA Certified Arborist.

5. Name and certification number of ISA Certified Arborist who will inspect trees upon delivery, during installation and after planting. If a community does not have access to an arborist, an arborist can be hired as an eligible grant expense:

Kevin McFarland, #PN-0373A

6. Three Year Maintenance Plan - outline the methods, strategies, and frequencies for the following maintenance activities over a three-year timeframe:

Watering: What methods will be used to water new trees? By whom? How often? What criteria will be used to determine if trees need more or less water? Who will determine the timing and application of watering? What quantity of water will be applied at each watering? How will the soil type influence trees' water needs? Will watering applications change over the three year timeframe?

Trees will be watered by a combination of watering bags and irrigation. Public Works staff will check water bags at least weekly and refill as needed. The Poulsbo Tree Board is also currently working with Western Washington University to get assistance from seasonal interns to help with aftercare of new plantings, particularly during periods where water needs are high (late spring into fall). Poulsbo Public Works has installed water lines to the park, and additional irrigation will be available as needed. To determine if extra watering is needed, staff will check the soil to determine if it is still moist. The soils in the park are sandy loam, with some variability depending on location. Therefore, trees will need to be checked initially to see how the watering system is working. If moist, additional watering would be unnecessary. When additional irrigation is deemed necessary, 1-2 gallons per inch trunk caliper will be applied to the root ball zone once or twice a week to encourage deep root growth.

Because planting is planned for Fall 2019, it is hoped natural rains will assist in initial root development. If the weather is unusually dry, watering bags will be utilized immediately and soil moisture and irrigation monitored until natural rains begin. Watering will be monitored at least weekly during the first 12-18 months following installation (more if deemed necessary due to weather). The City Arborist will monitor tree establishment during this time, and determine when or if watering can be cut back. Once the trees are deemed established, they will receive irrigation as needed (hot dry summers or extended drought periods).

Mulch: What kind of mulch will be used? How often will mulch be renewed? By whom? Maximum and minimum thickness of mulch? Size of mulch rings or mulched beds for planting?

Wood chip mulch will be used, and if needed, will be renewed annually by Public Works and/or citizen volunteers. Mulch will be applied at a depth of 2-4 inches in the planting beds. In an attempt to decrease potential trunk damage due to turf care equipment, all of the trees will be planted in beds, rather than solitary with a mulch ring.

Pruning: What type(s) of pruning may be needed during the first three years (establishment period) after planting? Who will be tasked with tree pruning work? What are their credentials? Are these professional staff, contractors, or trained volunteers? What time of year will pruning be done? Does an established pruning cycle already exist in your community?

In general, pruning during the establishment period will be removal of dead, damaged, diseased and wrong way growth. Early structural pruning on each tree may be done in order to select a leader and to prevent co-dominant branches or included bark. As the trees increase in size, further structural pruning will be done to establish permanent scaffold branches and to identify temporary branches. Poulsbo Public Works has an ISA Certified Arborist on staff who will work with the contracted City Arborist to prune as needed. Pruning will be done in winter and/or summer depending on what type of pruning is needed (winter pruning to encourage growth, summer pruning to manage suckering growth, etc.).

Other Activities: Staking/Weeding/Protection from Damage. Will staking be needed? What staking materials will be used? If trees have been staked, when will staking materials be removed? By whom? If area is to be mowed, how often and by whom? If grass or weeds are to be kept out of mulch beds or away from young plants, how will they be removed and by whom? Details for any other maintenance activities that may be necessary for best establishment at that particular site.

Staking or anchoring will only be done if it is determined that vandalism may be of concern. Anchoring with short untreated wood stakes that hold the root ball in place is a good method that does not cause potential girdling of the trunk from ties that are not removed. Another advantage is that the wood will decompose in place. If needed, staff and volunteers will stake at planting.

Trees will be planted in beds not directly in the way of mowers or weed eaters. Public Works staff mows the turf grass at least weekly during the growing season. Weeds will be managed by cultural (mulching) and mechanical (hand pulling) means. Public Works staff, seasonal interns, and citizen volunteers will be responsible for the weed management.

Identify who will implement the 3-year maintenance plan to ensure tree survival in accordance with recognized ISA Best Management Practices, including the replacement of trees at the applicant's expense, if necessary. This may be city staff, community volunteer, or a contractor:

Name: Kevin McFarland Title: City Arborist, contracted

Phone: 360-870-2511 Email: suf1234@comcast.net

- ✓ Applicant certifies that the above-named person possesses the expertise, technical ability, tools and other resources needed to personally maintain or assure the proper and continued maintenance of any trees planted with this grant, in accordance with ISA Best Management Practices for tree care, for at least a three-year period.

Applicants are encouraged to review the following examples of maintenance guidelines that are consistent with industry best practices:

[http://calfire.ca.gov/resource_mgt/downloads/CALFIRE Nursery Standards and Specs11 12 .pdf](http://calfire.ca.gov/resource_mgt/downloads/CALFIRE_Nursery_Standards_and_Specs11_12.pdf)

https://www.michigan.gov/documents/TreeMaintenanceGuidelineIC4108-1_163798_7.pdf

- ✓ Successful grantees acknowledge that they are required to distribute a formal news release, vetted by DNR staff, and with appropriate recognition for DNR and the USDA Forest Service.

Supporting Attachments:

- ✓ A draft planting plan, or aerial photos or maps of the project location and proximity maps showing proposed locations of trees to be planted

