

**City Of Woodland
Council Agenda Summary Sheet**

Agenda Item:

Approval of Interagency Agreement with Department of Natural Resources for WCC Crew for urban forestry restoration work at Scott Hill Park.

Agenda Item #: Action (H)

For Agenda of: January 21, 2014

Department: Public Works

Date Submitted: January 14, 2014

Cost of Item: \$0

Amount Budgeted: \$0

Unexpended Balance: \$0

BARS #: Fund 104 - Parks

Description: **Scott Hill Park Forestry Restoration Work**

Department Supervisor Approval: Public Works Department /s/ *Bart Stupp*

Agenda Item Supporting Narrative (list attachments, supporting documents):

- 1) Proposed Interagency Agreement with Department of Natural Resources
- 2) DNR Forestry Program Grant Application

Summary Statement:

Background:

In December the City applied for a program administered by DNR where a Washington Conservation Corps (WCC) would go to a site and perform invasive weed removal and pruning of vegetation for a month. The City's application covered the Scott Hill Park Area.

DNR approved the application and if approved by City Council, a crew would work in June at the Scott Hill Park Area clearing the area of invasive weeds, pruning trees, etc. DNR provides the crews with basic tools. The value of crew work is approximately \$5,000/week.

Public Works Staff will be responsible for hauling off and disposing of removed vegetation but does not need to provide anything else. This would be done through existing staffing and budget.

Once their work is completed, the City is required to provide maintenance and monitoring of the site for at least 3 years. As this is a site the City intends to develop into a park for the future maintenance of this site will be done anyways so this requirement will not result in extra costs for the City.

Staff recommends approval.



INTERAGENCY AGREEMENT WITH THE CITY OF WOODLAND

Agreement No. IAA 14-58

This Agreement is between the City of Woodland, referred to as the City, and the Washington State Department of Natural Resources Urban and Community Forestry Program, referred to as the DNR.

The DNR is under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. The DNR and the City enter into this agreement under Chapter 39.34, Interlocal Cooperation Act.

The purpose of this Agreement is to provide a Washington Conservation Corps (WCC) crew for urban forestry restoration tasks in the City of Woodland. WCC is an AmeriCorps program administered by Washington Dept. of Ecology.

IT IS MUTUALLY AGREED THAT:

1.01 Statement of Work. The DNR shall furnish WCC crews and the City shall provide all materials and services, pertinent to performing work set forth in the Attachment A.

2.01 Period of Performance. The period of performance of this Agreement shall be from October 1, 2013, to September 30, 2014, unless terminated sooner as provided herein. Both parties agree that the DNR will provide the City one (1) calendar month of crew work within the period of performance.

3.01 Payment. The DNR provides the services of the WCC crew in exchange for the City's matching commitment to the project as described in Attachment B.

6.01 Rights to Data. Unless otherwise agreed, data originating from this Agreement shall be 'works for hire' as defined by the U.S. Copyright Act of 1976 and shall be owned 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.

7.01 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.

8.01 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.

9.01 Termination. Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

10.01 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.

11.01 Disputes. If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties. As an alternative to the dispute board, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330. In this case, the Governor's process will control the dispute resolution.

12.01 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) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

13.01 Assignment. The work to be provided under this Agreement and any claim arising from this agreement can not 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.

14.01 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 his agreement.

15.01 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.

16.01 Indemnification. To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless (Indemnity Duty) the DNR, its officials, agents, and employees, from and against all claims arising out of, or resulting from, the performance of the Agreement provided, however, that the City owes no Indemnity Duty if the Harm was caused by or results from the sole negligence of the DNR or its agents or both, and provided further that in the event of concurrent negligence (i) by the City or the City's subcontractors agents or employees, or both and (ii) by the DNR or its agents, or both, then the City's Indemnity Duty is valid and enforceable only to the extent of the negligence of the City, its agents, and its employees. The City's obligation to indemnify, defend, hold harmless includes any claim by the City's agents, employees, representatives, or any subcontractor or its employees. The City expressly agrees to indemnify, defend, and hold harmless the DNR for any claim arising out of, or incident to, the City's or any subcontractor's performances or failure to perform the Agreement. The City waives its immunity under Title 51 to the extent it is required to indemnify, defend, and hold harmless the DNR and its agencies, officials, agents, or employees.

17.01 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.

18.01 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.

19.01 Project Coordinators.

(1) The Project Coordinator for the City of Woodland is Tonya Ingle, Telephone Number (360) 225-7999.

(2) The Project Coordinator for the DNR is Micki McNaughton, Telephone Number (360) 902-1637.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF WOODLAND

Dated: _____, 20__

By: _____

Title: _____

Address: _____

Phone: _____

**STATE OF WASHINGTON
DEPARTMENT OF NATURAL RESOURCES**

Dated: _____, 20__

By: _____

Albert A. Kassel

Title: Resource Protection Division Manager

Address: 1111 Washington Street SE
MS 47037
Olympia, Washington 98504-7037

Interagency Agreement
Approved as to Form 9/29/97
By the Assistant Attorney General
State of Washington

Attachment A STATEMENT OF WORK

The DNR will sponsor a Washington Conservation Corps (WCC) crew to assist with urban forest restoration and maintenance tasks in the City of Woodland. Each restoration project location will include baseline mapping of the site, to be included in a DNR report to the City. Local projects must be on public property, and work performed by the crews may not replace workers already in place or contracted for.

Project locations and activities in the City of Woodland include:

- **Scott Hill.** Clear invasive non-native plants and prepare site for restoration and revegetation work.
- **Other sites and/or locations** as agreed by the City's Project Coordinator and the DNR Project Coordinator. Tasks and activities assigned must pertain to restoring the ecological health and functionality of the urban forest on the site or location.

Washington Conservation Corps (WCC) crews are covered by Dept. of Ecology insurance through Labor and Industries while working on project sites and traveling to work locations.

WCC crews are responsible for the maintenance and repair of any equipment provided by WCC and/or Dept. of Ecology.

The City is responsible for the maintenance and repair of any equipment provided by the City and used by the WCC crew under the direction of City staff.

Attachment B

PROJECT COMMITMENT MATCH

The DNR will provide the following items to the City for urban forestry restoration projects that receive assistance under the Urban Forest Restoration Project:

- News release template to assist in building public awareness and event marketing.
- Baseline invasive plant species mapping.
- Crews to remove and/or control invasive plant material and complete related restoration tasks including installation of plant materials.
- Post-restoration mapping.
- Post-restoration report that includes a description of the project and the work accomplished.
- Template for three-year management plan.
- Template for annual monitoring report.

The City commits to the following items in consideration for the services of the DNR-sponsored crew:

- Post news releases in advance of the event.
- Acquire any permits necessary for project work.
- Assist with volunteer registration, sign-in and waivers at restoration events.
 Please have photo releases available for volunteers under 18 years of age.
- Dispose of plant material removed during project activities (English ivy vines, blackberry canes, etc.).
- Provide any and all plant materials required for project completion.
- Develop and implement a three-year maintenance plan for the project site, to include annual monitoring.
- Report monitoring results to the DNR Urban and Community Forestry Program annually for three years.

Urban Forestry Restoration Project Application



WASHINGTON STATE DEPARTMENT OF
Natural Resources

Jurisdiction/Organization Information

Name	City of Woodland, Public Works
Address	PO Box 9, Woodland, WA 98674
Website	www.ci.woodland.wa.us

Contact Position Information

Name	Tonya Ingle
Department	Public Works
Title	Engineering Aide I
Mailing Address	PO Box 9, Woodland, WA 98674
Phone Number	(360) 225-7999
E-Mail Address	inglet@ci.woodland.wa.us

Is your City a Tree City USA? Yes No N/A

Will work by the UFRP crews displace other contracted crews? Yes No

Project location(s). If multiple locations, submit one application with separate project descriptions.

The project site is a 50 acre parcel, on top of Scott Hill, in Woodland Washington, Cowlitz County.

Please provide a brief project summary. Please summarize the project(s) in one or two sentences. If you are applying for multiple projects, submit one application, providing summaries of each here with separate detailed project descriptions, as requested below. Prioritize projects (1, 2, 3, etc.) in this section based on their importance to Puget Sound or Lower Columbia River water quality.

This project will focus on removal of non-native invasive species like blackberry to restore health to the wetlands and forest area.

The project area is 50 acres of undeveloped land the City intends to develop as a park.

Please attach detailed project description(s), including location, purpose, scope and maps if available.

If applicant is a non-governmental organization (NGO) that does not own the property where the project site is located, please attach a current letter of permission and support from the landowner (i.e., city, county, tribe, etc.).

Does your City or organization have an Urban Forestry Management Plan, Comprehensive Plan, Habitat Management Plan or other management document? Yes No

If yes, please describe how the project supports the goals of that document.

The 2007 Park and Recreation Plan identifies the need for more park lands in Woodland.

Volunteer involvement is encouraged for appropriate project activities. Please list potential local partners that may assist with volunteer recruitment and management.

The local High School plans to partner in the volunteer efforts. The City will include the project site in the annual Make A Difference Day Event held each October.

Please see attached project description for further detail.

Jurisdiction/organization match for project commitment. Please note that all statements must be checked for project to be considered.

- Post news release in advance of the event.
- Jurisdiction/organization is responsible for any permits required for project site.
- Assist with volunteer registration, sign-in and waivers at restoration events.
- Please have photo releases available for volunteers under 18 years of age.
- Dispose of plant material removed during project activities (English ivy vines, blackberry canes, etc.).
- Provide any and all plant materials required for project completion.
- Develop and implement a three-year maintenance plan for the project site, to include annual monitoring.
- Report monitoring results to DNR Urban and Community Forestry Program annually for three years.

Project selection criteria

- Proposed projects must lie within the Puget Sound Basin, or within Southwest Washington.
- Proposed projects must be on publicly owned land.
- Proposed projects must be clearly identified areas with clearly identified impact on local water quality, particularly in the Puget Sound Basin or Lower Columbia River.
- Proposed projects must be within the capability of work crews and volunteers; no cliffs, dangerous or hazardous sites (biologically or chemically), or sites identified as having archeological or historical interest.
- Jurisdiction/organization must provide, and commit to, a three-year maintenance plan for the project site, including annual monitoring.
- An annual report of monitoring results must be provided to the DNR Urban and Community Forestry Program.
- Jurisdiction/organization must provide a contact person or position for the three-year duration of the project.

Thank you for completing this application form
and for your interest in partnering with us
toward restoring Puget Sound and Columbia River urban forests!

Please contact Micki McNaughton, Urban Forestry Special Project Coordinator, at (360) 902-1637 or Micki.McNaughton@dnr.wa.gov, with any questions or concerns.

Urban Forestry Restoration Project – Scott Hill Park Property

Detailed Project Description:

Scott Hill Park Property is a 50 acre parcel on top of Scott Hill purchase in 2011. The top section of the park property is accessible via Scott Hill Road from the south with the flatlands accessible from the east via Meriwether Lane. The park land will be developed into The Scott Hill Park and Sports Complex and is currently under conceptual design. The Scott Hill Park and Sports Complex will provide access to hilltop views of Mt. St. Helens and the Columbia River corridor within a community park setting that has capacity for regional sports tournaments.

This project would focus on removal of non-native invasive species like blackberry to restore health to the wetland and forest areas.

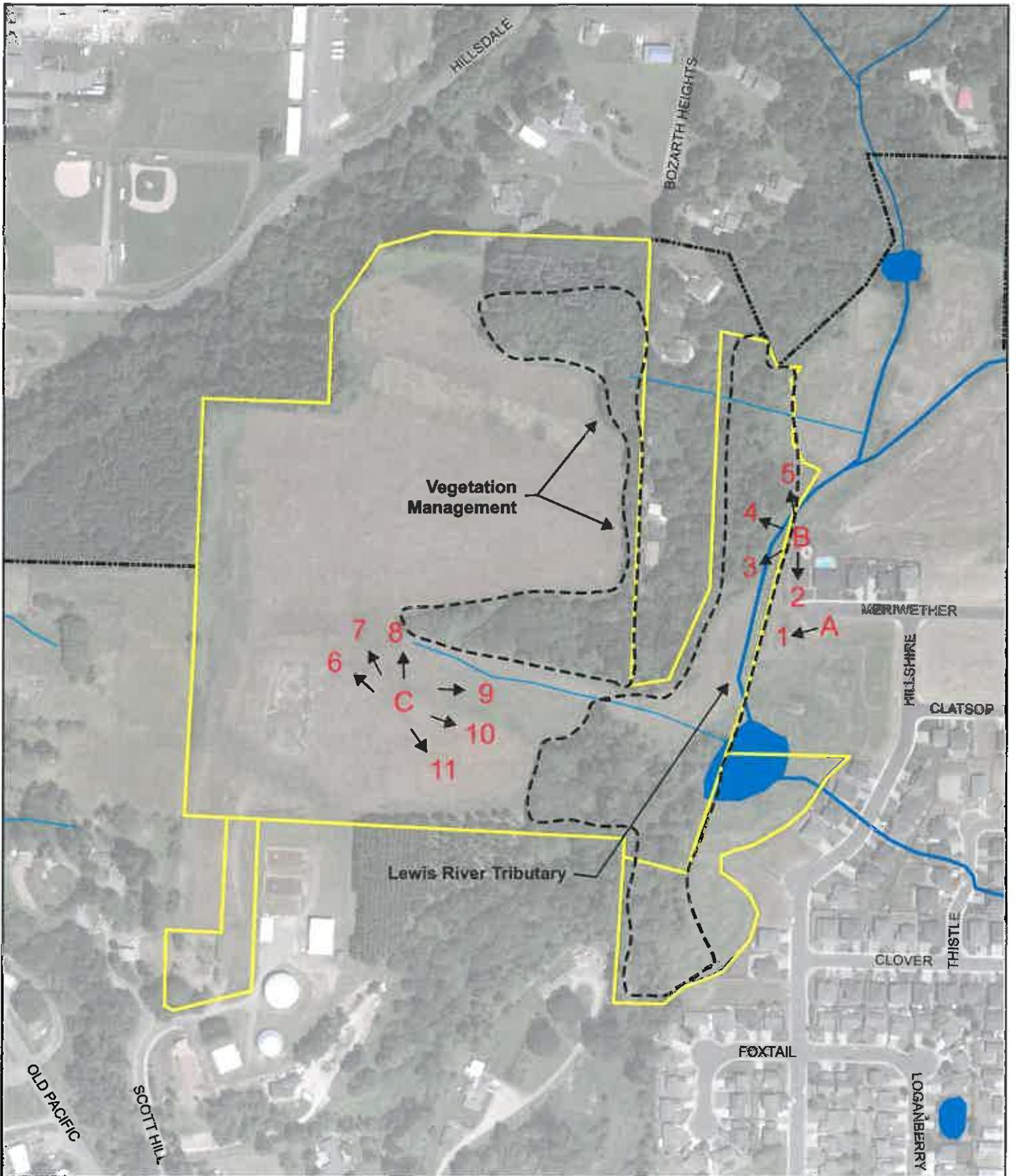
A map of the area and area photos are attached showing the non-native invasive blackberries along the perimeter of the tree line. The larger top portion of the site is relatively flat terrain. The east section consists of wetlands and areas with moderate slopes. The bottleneck section that connects the two areas has a relief of roughly 130 feet and is easily ascended by foot or machinery.

The area photos are labeled according to the physical location that they were taken (A-C) and pointing in the direction of view (1-11).

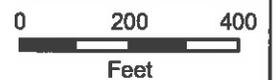
Our proposed restoration activities would include initial removal of invasive species including blackberry plants by the UFRP crew and future maintenance by the city with help of local volunteer groups each year.

Volunteer Involvement:

A discussion with the local High School Career Specialist Mary Ann Sturdivan regarding student involvement in future maintenance has been well received. Mary Ann plans to reach out to the service clubs each spring in order to help students meet their civic hours for graduation. Mary Ann can also assist students who are interested in Forestry as a career path a way to tie the Scott Hill restoration maintenance efforts into their graduation project requirements. There is also potential student involvement through Mary Ellen Vetter's Horticulture classes each year with their invasive plant study and community planting and restoration efforts. Each October the city of Woodland takes part in Make A Difference Day, the largest national day of community service. The city will add the Scott Hill Park Project site to the list of maintenance project site for Make a Difference Day.



Urban Forestry Restoration Project
Vegetation Management
Scott Hill Park Vicinity



Urban Forestry Restoration Project – Scott Hill Park Property Area Photos



Area Photo A-1



Area Photo B-2



Area Photo B-3



Area Photo B-4



Area Photo B-5



Area Photo C-6



Area Photo C-7



Area Photo C-8



Area Photo C-9



Area Photo C-10



Area Photo C-11