

**AGREEMENT FOR AWARD OF
COOPERATIVE WATERSHED MANAGEMENT GRANT FUNDS
BETWEEN THE CITY OF NORTH BEND AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the City of North Bend (referred to herein as "Recipient"), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to September 30, 2015.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District ("District") is a quasi-municipal corporation of the State of Washington, authorized to provide funding for cooperative watershed management arrangements and actions for purposes of water quality, water resource, and habitat protection and management;
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget;
- 1.3 Whereas, the Board of Supervisors of the District, the District's governing body, passed Resolution FCD2012-07.2 on May 14, 2012, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$3 million in 2012 for water quality and water resources and habitat restoration and management projects and activities allocated in the amounts of \$1.2 million for WRIA 8, \$1.2 million for WRIA 9, and \$600,000 for the Snoqualmie Watershed, provided that the project list is approved by the District executive committee;
- 1.4 Whereas, in accordance with Resolution FCD2012-07.2 and in its capacity as service provider to the District, King County has established a grant award program to fund water quality and water resources and habitat restoration and management projects and activities ("Cooperative Watershed Management Award Program");
- 1.5 Whereas, the Recipient has submitted an application to the WRIA 7 Forum for the Project and the Forum has recommended the Project for funding under the Cooperative Watershed Management Grant Program in accordance with King County's Cooperative Watershed Management Grant Program Policies and Procedures, a copy of which has been furnished by King County to the Recipient and which are incorporated herein by this reference ("Grant Policies and Procedures");
- 1.6 Whereas the District's Executive Committee has received a list of proposed projects that includes the Project, as described in **Exhibit A** attached hereto and incorporated herein by this reference, and the Executive Committee has approved the Project for funding up to the amount of \$31,990.00;

- 1.7 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as **Exhibit B** (“Scope of Work”), and the Budget, attached hereto and incorporated herein as **Exhibit C** (“Budget”), are consistent with the Grant Policies and Procedures;
- 1.8 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with the Policies and Procedures, and the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to award the Recipient an award in the total amount of \$31,990.00 from District funds (the Award). The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A of this Agreement. King County shall pay the Recipient in accordance with the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Budget Project. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees to return to King County any portion of the Award that is not expended or remains after completion of the Scope of Work.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of nos. 2) and 3) below, and have been approved by the County as being within such scopes; 2) The activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by this award as identified in the Budget of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; and 5) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.
- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report, attached hereto and incorporated herein as **Exhibit D**, for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. A progress report (with or without a request for payment) shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months

after the aforementioned date. Advances are allowable only for anticipated expenses to be incurred in the next three months from the date of submission of the Request for Payment for work that is included in the Scope of Work of this Agreement, and identified as such in the Request. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment. No advances shall exceed 80% of the total Award. The final request for payment shall be submitted with the Final Report described in Section 2.5 of this Agreement and shall be no less than 20% of the Award.

- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work and submit a Close-out Report (Exhibit E of this Agreement). The final report shall, among other things, summarize the project's successes and shall address the watershed benefits accomplished by the work in a format provided by King County for this purpose as set forth in the Grant Policies and Procedures.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles further described in Section 2.7 below and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and 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. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by 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. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The 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.
- 3.5. The Project shall be completed by no later than September 30, 2015. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and request and receive any unexpended Award funds that may be held by the Recipient.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of said agreement, provided that the remaining provisions continue to effect the purposes of this Agreement.
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the King County Council, King

County's obligations are contingent upon the appropriation of sufficient funds by the King County Council to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

This document has been approved as to form by the King County Prosecuting Attorney's Office as of July 15, 2012.

KING COUNTY:

RECIPIENT:

By _____	By _____
Mark Isaacson	Name _____
Division Director, Water and Land	
Resources Division, King County	Title _____
Department of Natural Resources and	
Parks	
Date _____	Date _____

EXHIBIT A: Project Description

WRIA	APPLICANT	PROJECT	DESCRIPTION	REQUEST	MATCH
7	City of North Bend	Tollgate Farm E. Bookend NW Parcel Weed Control Project: Phase 2	Continue work to restore Tollgate Farm Bookend property including removal of a minimum of 8 acres of invasive weeds. 1000 conifers will be planted in the phase 1 area east of Ribary Creek.	\$ 31,990.00	\$12,000

EXHIBIT B: SCOPE OF WORK

	Activity Description	Deliverables	Timeline	Share of the grant award
1.	Holly, ivy & blackberry control	English ivy, English holly and Himalayan blackberry will be controlled on a minimum of 8 acres. Volunteer, WCC crews and Greenway Trust staff will complete control of these weeds with a mix of manual, mechanical and chemical methods. An NPDES permit will be obtained for any herbicide work. Weeds will be composted on site.	October 2012 - June 2013	8,317.40
2.	Bohemian knotweed and yellow flag iris control	All Bohemian knotweed and yellow flag iris will be chemically controlled within the 8 acre project site. Work will be completed by WCC crews and Greenway Trust staff. An NPDES permit will be secured in the spring of 2013 prior to work commencing.	July 2013- September 2013	7,997.50
3.	Volunteer participation	Volunteers will participate in the weed control, planting and site maintenance for this project. A minimum of 75 volunteers will contribute at least 450 hours of service.	October 2012-June 2015	Completed as part of activities 1, 4 and 5.
4.	Bareroot Tree Planting	Volunteers and WCC crews will plant a minimum of 1,000 native conifer trees in the phase 1 project area.	January - March 2014	7,997.50
5.	Maintenance & monitoring	The Greenway Trust will complete maintenance and monitoring of the site for a minimum of three years. This will be carried out by one or two work parties annually. Monitoring will include plant survival and invasive cover surveys. After three years, plant survival will be 80% or better and invasive cover will be less than 20%.	July 2013 - June 2015	6,717.90
6	Prepare and submit annual report	Annual Report to also include elements described in Exhibit F of this Agreement as formatted.	September 2013 -January 2014	319.90
7	Acknowledge the King County Flood Control District funding in signage, and any pertinent publication in electronic or printed form as provided in the Grant Policies and Procedures	A list of how and where acknowledgement was made.	January 2013- January 2014	639.80

EXHIBIT C: BUDGET

BUDGET ITEM	GRANT REQUEST	OTHER FUNDS/MATCH	COST BASIS FOR CALCULATING AMOUNT
		City of North Bend: \$2,000 Mountains to Sound Greenway Trust: \$10,000	
Salaries & benefits		2,000	City staff time \$2,000: Amount based on Senior Planner rate of \$116 per hour. Approximately 17 hours of Senior Planner time for managing the grant (expense and progress sheets, close-out), coordinating with MTSGT, attending volunteer opportunities and on-site visits.
Consultant services		\$6740	<ul style="list-style-type: none"> • Restoration Project Coordinator @ \$46.75/hr -45 hrs: \$2,103.75 • Volunteer Coordinator @ \$46.75/hr --50 hrs: \$2,337.50 • Stewardship Director @ \$73.50/hr --5 hrs :\$367.50 • Senior Project Associate @ \$42.00/hr --6 hrs: \$252.00 • Conservation Corps IP @ \$21.00/hr --80 hrs: \$1,680.00
Subtotal	\$0	\$8,740	
Project supplies, materials and equipment	\$750	\$3,000	Plant caging (\$1,500); plant material (\$1,500), herbicide (\$500), misc. supplies (\$250)
Commercial services/conservation crews	31,240	260	Conservation Corps Crew @ \$1,125.00/crew day --28 crew day: \$31,500.00
Transportation			
Office expenses (broken down unless requesting a blanket overhead rate)			
Real estate-related costs			
Other costs			
Subtotal	\$31,990	\$3,260	
GRAND TOTAL	\$31,990	\$12,000	

EXHIBIT D: REQUEST FOR PAYMENT AND PROGRESS REPORT



Water and Land Resources Division
River and Floodplain Management Section



King County Cooperative Watershed Management Grant Payment Request

Date _____ Request number _____
 Recipient Name City of North Bend
 Contact Name _____
 Phone _____
 Address 1 _____
 Address 2 _____
 City, State, Zip Code _____
 Request # _____ Dates (beginning & end date for this claim) _____

Instructions: Complete this spreadsheet and attach your financial / accounting system reports to document all expenses

PROJECT NAME Tollgate Farm E. Bookend NW Parcel
Weed Control Project: Phase 2 AWARD # 7.12.009

Budget Line Item (From Exhibit B Budget)	Budgeted	Current Request	Amount of all Previous Requests	Balance Remaining
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTALS:	\$ -	\$ -	\$ -	\$ -

Amount from Current Request above requested as an advance

EXPLANATION:



Water and Land Resources Division
 River and Floodplain Management Section



COOPERATIVE WATERSHED MANAGEMENT GRANT PROGRESS REPORT

Date 01/00/00

PROJECT Tollgate Farm E. Bookend NW Parcel Weed Control Project:
Phase 2

AWARD NUMBER 7.12.009

Recipient Name 0

Contact Name 0

Phone 0

Address 1 0

Address 2 0

City, State, Zip Code 0

Request # 0

Dates (beginning & end date for this claim) 0

SCOPE OF WORK ITEM	DELIVERABLES: Progress / Status/percentage completed (note approximate or actual dates)
1)	
2)	

3)	
4)	
5)	

Add more pages if necessary

Please mail or e-mail all documents to:

Katrina Johnston
 Water and Land Resources Division
 Department of Natural Resources and Parks
 KSC-NR-0600
 201 South Jackson
 Street, Suite 600
 Seattle, WA 98104-3855
 Phone: 206-263-0478 Fax: 206-205-5134 Email: katrina.johnston@kingcounty.gov

EXHIBIT E

CLOSE-OUT REPORT

Recipient	City of North Bend	Award #	7.12.009
Project title	Tollgate Farm E. Bookend NW Parcel Weed Control Project: Phase 2		
Project start and end dates			
Total award	\$		
Total spent	\$		
Amount due at close-out	\$		
Total unspent	\$		

Submit the following:

		Checklist	
		Previously Submitted	Attached
PROGRAMMATIC CLOSE-OUT			
1. Letter(s) of commitment from key partners		<input type="checkbox"/>	<input type="checkbox"/>
2. Final report documenting the successful completion of the project according to the exhibit A: Scope of Work & timeline in your agreement.		<input type="checkbox"/>	<input type="checkbox"/>
3. Documentation of measurement methods and timelines and any results to date.		<input type="checkbox"/>	<input type="checkbox"/>
FOLLOWING ITEMS TO BE INCLUDED AS APPLICABLE			
	KCFCD acknowledgment		
4. Selection of outreach materials, such as: handouts, brochures, posters, newspaper clippings, press releases, and web page screen hard copies	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Copies of selected printed materials, created for the project or about it, &/or other items that illustrate the successful completion of the project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Selected copies of pictures, film, video, PowerPoint presentation in CD, DVD, email &/or documentation presenting your project, if applicable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FINANCIAL CLOSE-OUT			
7. Attach receipts &/or auditable accounting detail (may include: ledger-based copies, cancel checks, & payroll records)		<input type="checkbox"/>	<input type="checkbox"/>
8. Documentation of cash and in-kind match		<input type="checkbox"/>	<input type="checkbox"/>

CONTINUED

King County Cooperative Watershed Management Fiscal Close-Out

Date _____
 Recipient Name City of North Bend
Tollgate Farm E. Bookend
NW Parcel Weed Control
 PROJECT NAME Project: Phase 2 AWARD # 7.12.009

AWARD

Budget Line Item (From Exhibit B Budget)	Budgeted	Amount of all Previous Requests	Balance Forfeited
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
	\$ -		\$ -
TOTALS:	\$ -	\$ -	\$ -

MATCH

Item	Budgeted	Actual	Balance	Source
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
	\$ -	\$ -	\$ -	

NOTES

CONTINUED

PROVISIONS

By signing this Financial CLOSEOUT, I _____, an authorized representative of the above named award recipient (RECIPIENT), confirm that I have examined the information contained herein and that, to the best of my knowledge, it is a true and accurate account of all the financial expenses and in-kind contributions incurred by the above named project in the course of fulfilling the conditions of the AGREEMENT between RECIPIENT and King County (COUNTY).

I hereby acknowledge that there are no further expenses associated with this project, nor any pending or future claims to the COUNTY and that the COUNTY is not liable for any expenses not documented in Attachment B (Budget) of the AGREEMENT. I understand that the RECIPIENT is fully bound by the provisions of the AGREEMENT including, but not limited to, the return of COUNTY funds that are unspent or whose spending is unsubstantiated according to the terms of the AGREEMENT and the right to examine records. I further understand that the COUNTY, upon examining the financial close-out and the final report submitted by the RECIPIENT will determine the amount of the balance due to the RECIPIENT.

SIGNED _____ DATE _____

Approved for Close-Out Not approved for close-out

EXAMINER SIGNATURE: _____ DATE: _____

Notes:

END OF EXHIBIT E