AWARD NUMBER 4.7.13.013

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 ~~January 31, 2017~~. December 31, 2018.

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 FCD2012-11.2 on October 29, 2012, authorizing the King County executive or his designee to develop and administer a grant award program of up to $3,150,000 in 2013 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, $600,000 for the Snoqualmie Watershed and $150,000 for WRIA 10 projects in King County, 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 8 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 **$40,000**;

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 **$40,000** 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 Project Budget. 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 numbers 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 2.6 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 2.8 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 ~~January 31, 2017~~ December 31, 2018. 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**_____
Name_____	**Name**_____
Title_____	**Title**_____
Date_____	**Date**_____

EXHIBIT A: Project Description

WRIA	APPLICANT	PROJECT	DESCRIPTION	REQUEST	MATCH
7	City of North Bend	Tollgate Farm E. Bookend NE Parcel Weed Control Project, Phase 3	This multi-year effort along the South Fork Snoqualmie River floodplain at the North Bend-owned Tollgate Farm will control invasive weeds on at least 18 acres.	**$40,000**	**$13,000**

EXHIBIT B: Tollgate Farm E. Bookend NE Parcel Weed Control Project, Phase 3

TASKS	OUTLINED DESCRIPTION OF ACTIVITIES AND PRODUCTS	ESTIMATED PERCENT OF TOTAL BUDGET	DATES *To be completed by*
Invasive removal and control	Removal/control of English ivy, English holly, Himalayan blackberry, and Bohemian knotweed on a minimum of 18 acres of the forest completed by volunteers, conservation corps crews and Greenway Trust staff. The project site is located in the northeast quadrant of the Tollgate Farm East Bookend, bordering the South Fork Snoqualmie River (see map).	60%	September 2015
Volunteer participation	The Greenway Trust will recruit 100 volunteers who will contribute at least 500 volunteer hours at a minimum of four (4) planting and invasive removal volunteer events. The Greenway Trust will recruit volunteers from across the Greenway, including local community members, school groups, businesses, and others. Volunteer events will be promoted in a variety of locations, and will be scheduled in partnership with the City of North Bend. Events will generally run from 9:00am to 3:00pm, with a morning shift, an afternoon shift, and an all-day shift. Volunteers will receive instruction, training, guidance and management from Greenway Trust staff and AmeriCorps volunteers.	10%	December 2015
Bareroot Tree Planting	The Greenway Trust will supervise the installation of a minimum of 1,000 native conifer trees planted in phase 2. Plant installation will take place on private and public lands identified and cleared of knotweed in earlier stages of the project. WCC (AmeriCorps) crews will perform the majority of plant installation. Volunteers will assist with installation of potted plants as part of the *Volunteer participation* component of this project.	10%	December 2015
Maintenance and Monitoring	The Greenway Trust will complete one to two work parties annually to maintain the site, and commits to maintaining a minimum of 80% survival of installed plants and that invasive weed cover will be less than 20% throughout the project site after three years.	20%	December ~~2016~~ 2018
Permits/ permission (if applicable)	*State all required project permits and authorizations (including right of access) as follows: Name of permit, issuer, recipient, purpose and inclusive dates. If no permits or authorizations are required, state why not.* NPDES/Washington State Department of Agriculture/Mountains to Sound Greenway Trust/chemical control of invasive weeds adjacent to the South Fork Snoqualmie and associated wetlands; summers 2014, 2015, 2016		December 2016
Credits	*As part of your project deliverables, provide a description of* ***how, where and when*** *this grant fund will be acknowledged.* The City will work with the Greenway Trust to recruit local volunteers and promote the multiple volunteer events. These events provide an opportunity to education residents on the problems invasive species pose to the natural areas in the City and surrounding landscape. The City of North Bend will also post information about the project on the city's website, cable access TV, and the local paper. The Greenway Trust will publicize information about the volunteer events and the project on the organization's website, at public meetings, on the Greenway Trust's social media accounts, and in volunteer and outreach materials. Any publications, press releases, and articles will acknowledge funding by the Cooperative Watershed Management Grant and the King County Flood Control District.		December ~~2016~~ 2018
Final report	Submit a final report and the financial closeout documentation. Cannot be later than 30 days after the end date of the project.		December ~~2016~~ 2018

EXHIBIT C: BUDGET

		AWARD	MATCH	TOTAL
SUPPLIES		1,356	4,000	5,356
SERVICES				
• Mountains to Sound	6,589			
• Conservation corps indiv placement	1,680			
• WCC crew days	30,375			
TOTAL SERVICES		38,644.00	9,000	47,644
TOTAL		**$40,000**	**$13,000**	**$53,000**

EXHIBIT C1: BUDGET BREAKDOWN

			RATE	HRS/UNITS	TOTAL AWARD	MATCH	TOTAL
SUPPLIES							
PLANTS			VARIABLE		$ 900		
HERBICIDE			VARIABLE		$ 350		
MISC SUPPLIES			VARIABLE		$ 106		
TOTAL SUPPLIES					***$ 1,356***	***$ 4,000***	***$ 5,356***
SERVICES							
MTS	SALARIES	RESTORATION PROJECT COORDINATOR	20.79	100	$ 2,079		
		VOL COORDINATOR	20.79	55	$ 1,143		
		STEWARDSHIP DIR	34.30	10	$ 343		
		SR PROGRAM ASSOCIATE	19.23	20	$ 385		
		SAL			$ 3,950		
	INDIRECT		25% OF SAL	$ 988	$ 988		
	BENEFITS	RESTORATION PROJECT COORDINATOR	8.07	100	$ 807		
		VOL COORDINATOR	8.07	55	$ 444		
		STEWARDSHIP DIR	19.53	10	$ 195		
		SR PROGRAM ASSOCIATE	10.24	20	$ 205		
		BENS			$ 1,651		
	TOTAL MTS				$ 6,589	$ 2,000	$ 8,589
CONSERV CORPS INDIV PLACEMENT			$ 21.00	80	$ 1,680	$7,000	$ 39,055
WCC CREW DAYS			$ 1,125.00	27	$ 30,375		
TOTAL SERVICES					***$ 38,644***	***$ 9,000***	***$47,644.00***
TOTAL					**$ 40,000**	**$ 13,000**	**$ 53,000**

EXHIBIT D: REQUEST FOR PAYMENT AND PROGRESS REPORT

KING COUNTY FLOOD CONTROL DISTRICT

Water and Land Resources Division
River and Floodplain Management Section

King County

King County Cooperative Watershed Management Grant Payment Request

Date _____
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 NE Parcel Weed Control Project, Phase 3 PROJECT CODE 4.7.13.013

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:

KING COUNTY FLOOD CONTROL DISTRICT

Water and Land Resources Division
River and Floodplain Management Section

King County

COOPERATIVE WATERSHED MANAGEMENT GRANT PROGRESS REPORT

Date	01/00/00
PROJECT	Tollgate Farm E. Bookend NE Parcel Weed Control Project, Phase 3
PROJECT NUMBER	4.7.13.013
Recipient Name	City of North Bend
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:

Ken Pritchard
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: 206-477-4804 Fax: 206-296-0192 Email: ken.pritchard@kingcounty.gov

EXHIBIT E

CLOSE-OUT REPORT

Recipient	City of North Bend
Project title	Tollgate Farm E. Bookend NE Parcel Weed Control Project, Phase 3
Project start and end dates	
Total award	$
Total spent	$
Amount due at close-out	$
Total unspent	$

Submit the following:

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

CONTINUED

King County Cooperative Watershed Management Fiscal Close-Out

Date _____

Recipient Name City of North Bend

PROJECT NAME Tollgate Farm E. Bookend NE Parcel Weed Control Project, Phase 3 PROJECT CODE 4.7.13.013

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