copy 2 of 2

AGREEMENT FOR AWARD
OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT

City of North Bend

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 1107 SW Grady Way, Suite 130, Renton, WA 98057 (referred to herein as "District"), and the City of North Bend, a municipal organization in King County, Washington, located at PO Box 896, North Bend, WA 98045 (referred to herein as "Recipient"), for the purposes set forth herein.

SECTION 1. RECITALS

1.1 Whereas, the District is a special purpose district organized and existing under authority of Chapter 89.08 RCW which engages in certain activities and programs to conserve natural resources, including soil and water, which activities are declared to be of special benefit to lands; and

1.2 Whereas, pursuant to RCW 89.08.400, King County has authorized and imposed a system of assessments to finance the activities and programs of the District; and

1.3 Whereas, pursuant to RCW 89.08.220, RCW 89.08.341 and/or Chapter 39.34 RCW, the District is authorized to enter into agreements with municipal entities and agencies (governmental or otherwise), or their designees, in order to carry out and facilitate the activities and programs of the District to conserve natural resources; and

1.4 Whereas, the District has reviewed the grant application submitted by Recipient and has determined that the application meets the requirements of Chapter 89.08 RCW and the District's policies and procedures for awarding grants; and

1.5 Whereas, the District and Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions relating to the District's award of a grant to Recipient.

SECTION 2. AGREEMENT

2.1 The District agrees to award Recipient a grant in the total amount of Fourteen Thousand Seven Hundred Forty Five Dollars and Forty Three Cents ($14,745.43) from KCD-North Bend 2008-2014 Member Jurisdiction Grant Funds. Grant funds shall be used by Recipient solely for the performance of the work described in **Exhibit A** which is attached hereto and incorporated herein by this reference. The District shall pay the grant funds to Recipient in accordance with the District's policies and procedures, including but not limited to, the policies and procedures contained in the Member Jurisdiction & WRIA Forum Grant Application Instructions and Policies, provided that such funds have been collected and received by the District.

2.2 Recipient represents and warrants that it will only use the grant funds for the work described in **Exhibit A**, which may be amended by the parties pursuant to Paragraph 3.3 of the Agreement. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized work. Further, Recipient agrees to return to the District any grant funds that are not expended or remain after completion of the work covered by this Agreement.

2.3 Recipient acknowledges and agrees that the grant funds may only be expended on work which shall be entirely within the District's jurisdictional boundaries. The following municipal entities are not within the District's jurisdictional boundaries: Enumclaw, Federal Way, Milton, Pacific, and Skykomish. Recipient shall be required to refund to the District that portion of any grant funds which are used for work performed outside the District's jurisdictional boundaries.

2.4 In the event the scope of work authorized by this Agreement includes the use of grant funds to purchase houses located on real property within a flood hazard area, Recipient acknowledges and agrees that grant funds may only be used for such purposes if the houses to be purchased were constructed before floodplain mapping or sensitive areas regulations were in place for that area. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized purposes.

2.5 Recipient shall be required to provide the District with biannual financial and project progress reports, along with an annual summary report. Financial and project reports shall be due June 30 and November 30 each year. The Recipient shall also be required to submit to the District a final report which documents the Recipient's completion of the work in conformance with this Agreement within thirty (30) days after the completion of the work. The final report shall, among other things, summarize the project's successes and shall address the regional benefits accomplished by the work. The final report shall also identify any obstacles or challenges which were encountered during the work, along with general recommendations regarding ways to avoid such obstacles or challenges in the future. If requested, Recipient agrees to provide the District with additional financial or progress reports from time to time, at reasonable intervals.

2.6 Recipient's expenditures of grant funds shall be separately identified in the Recipient's accounting records. If requested, Recipient shall comply with other reasonable requests made by the District with respect to the manner in which project expenditures are tracked and accounted for in Recipient's accounting books and records. Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principals and to meet the requirements of all applicable state and federal laws.

2.7 If the Recipient is a Washington municipal agency, Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS").

2.8 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. Recipient shall cooperate with the District in any such audit.

2.9 Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established in the Revised Code of Washington and the Washington State Archivist.

2.10 Recipient shall ensure that all work performed by Recipient or 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. Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

2.11 Recipient agrees to indemnify, defend and hold harmless the District, its elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property allegedly resulting from the negligent or intentional acts of the Recipient or any of its employees, agents, contractors or subcontractors in connection with this Agreement.

2.12 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.

DISTRICT:

By_____

Name_____

Title_____

Date_____

Approved as to Form:

DISTRICT LEGAL COUNSEL:

By Eric Frimodt

Name Eric Frimodt

Date 4/2/14

RECIPIENT:

By_____

Name_____

Title_____

Date_____

Approved as to Form:

RECIPIENT'S ATTORNEY:

By_____

Name_____

Date_____

Exhibit A

Member Jurisdiction Grant Program
Pilot Grant Application

King Conservation District

Promoting sustainable uses of natural resources through responsible stewardship

Project Title: Invasive Control at Riverfront Park and Ribary Creek	
Applicant: City of North Bend **Principal Partners (if any):** Mountains to Sound Greenway Trust	**Contact:** Jamie Burrell **Title:** Senior Planner
Amount of KCD Funding Requested: $14,745.43 **Total Match (optional):** $16,980.00 **Total Project Cost:** $31,725.43	**Address:** City of North Bend P.O. Box 896 North Bend, WA 98045
Project Start Date: April 1, 2014	**Phone:** (425) 888-7642
Project End Date: March 31, 2015	**Fax:** (425) 888-5636
Project Location: **Riverfront Property PIN:** 8572900212 & 8572900211 **Ribary Creek PIN:** 0423089017	**E-mail:** jburrell@northbendwa.gov
King County Council District #: 3	**State Legislative District#** 5

Eligible projects:

- Must be within the boundaries of the King Conservation District or meet certain partnering requirements
- Must be with, or through, a member jurisdiction of the District, or an assigned partner such as a nonprofit organization or business
- Must be consistent with purposes and requirements of RCW Chapter 89.08, encouraging voluntary stewardship
- Leveraging other funding opportunities is encouraged

Ineligible projects include:

- Maintenance of existing facilities
- Improvements to non-natural areas of parks or existing recreational facilities

Application must

- Articulate specific goals and outcomes of the project
- Have an appropriate and reasonable budget meeting state auditor guidelines

- Specify milestones and timelines
- Identify the Project Lead and contact information
- Present clear roles for project partners

1. Criteria Checklist

Please check all boxes next to criteria below that your project addresses	
Natural Resource Improvement Action: Education and Outreach – to raise awareness, deepen knowledge, and change behaviors ***(examples include fulfillment of municipal NPDES MS4 permit requirements; education about value of farmland, local farms and food systems, shorelines, salmon habitat, forests and other ecosystems)***	☒
Natural Resource Improvement Action: Capacity Building – to enhance the ability of organizations, agencies, residential landowners and other land owners and managers to implement best management practices and deliver natural resource management actions on the ground ***(examples include urban agriculture development, assistance to private property owners to address challenging regulatory situations, preservation and/or expansion of urban and/or rural agricultural lands, rural and urban forest lands, riparian restoration and stewardship on private and public lands)***	☒
Natural Resource Improvement Action: Pilot and Demonstration Projects – to test and/or improve concepts and/or approaches in natural resource management that can be replicated by others ***(examples include LID or green infrastructure demonstration projects, development of new best management practices, distribution of local farm products, urban agriculture e.g. farmers markets and backyard food production to promote or support social economic independence and healthy living)***	☒
Natural Resource Improvement Action: Direct Improvement of Natural Resource Conditions – to improve landscape and natural resource conditions as a result of direct action ***(examples include supporting private property owners with land stewardship, water quality and aquatic and wildlife habitat resources, removal of invasive weeds, stewardship on public land)***	☒

2. Project Description – provide a brief description of the project that summarizes what you will do, how you will do it, and why you will do it. Describe target audience, outcomes, objectives and timelines.

The Invasive Control at Riverfront Park and Ribary Creek project is a partnership between the City of North Bend and the Mountains to Sound Greenway Trust (Greenway Trust). In 2005, the City of North Bend, with help from the Greenway Trust, embarked on a series of restoration projects on City-owned and private land. Project sites included a number of parcels in and around Riverfront Park, which borders the South Fork Snoqualmie River, and Ribary Creek, a South Fork tributary. These projects, several of which were funded by past King Conservation District grants, emphasized the removal and control of invasive species, particularly English ivy and non-native blackberry, and the planting of native trees and shrubs, with a focus on conifers. On

some sites, English ivy covered nearly 95% of the trees, and blanketed 75% of the understory. On other sites, entire reaches of creeks were a monoculture of blackberry.

The City of North Bend and the Greenway Trust have had success in reducing these invasive weeds and installing native plants across the project sites. Initial weed control was completed and a combination of over 10,000 native bareroot stakes, trees and shrubs were planted at the Ribary Creek and Riverfront Park project sites by June 2011.

Though project funding ended that year, the City of North Bend and the Greenway Trust have continued to coordinate maintenance project work in North Bend on these and other sites. However, both projects would benefit from additional maintenance, with a particular emphasis on English ivy and blackberry control.

If funded, this project will expand maintenance efforts in order to further the effective removal and control of weeds on 8 acres across the Ribary Creek and Riverfront Park project sites. Additionally, these control efforts will emphasize local volunteer support as the Greenway Trust will engage at least 50 volunteers who will contribute a minimum of 250 hours of service toward the project.

As the City is beginning to quickly grow, ongoing projects such as these provide important opportunities to educate new and old community residents about native ecosystems and the threat posed to the health of North Bend's natural areas by invasive weeds. This project has several key goals which build on the earlier phases of the projects, including:

1. Supporting ongoing efforts to remove and control English ivy and other invasive weeds, resulting in improved habitat conditions for wildlife and reducing the spread of weed seeds. Riparian enhancement (above Snoqualmie Falls) is identified as one of the action items in the Snohomish River Basin Salmon Conservation Plan (section 11.16).
2. Facilitating significant public involvement in the restoration of riparian habitat.
3. Training community and AmeriCorps conservation corps volunteers in plant identification, and best management practices to control a variety of weeds.

3. Project Activities and Measurable Results – using the table below, list specific project activities to be completed, the timetable for the activities, and the deliverables associated with those activities. Consider the following in your answer to this question: *What actions, interventions, programs, services will be deployed? NOTE: If you want to attach Item 3 as a separate page, feel free to do so.*

	Activity Description	Outcomes/Deliverables/Measurable Results (tangible and intangible)	Timeline
1.	Volunteer participation	A minimum of 50 volunteers will contribute at least 250 hours of service.	April 2014 – March 2015
2.	Conservation corps training	Conservation corps members will be trained in BMPs for controlling noxious weeds and will contribute a minimum of 10 service days.	April 2014 – March 2015
3.	Invasive weed control	English ivy, holly, laurel and blackberry will be controlled on 8 acres of the Riverfront Park and Ribary Creek sites.	April 2014 – March 2015
4.	Work with surrounding landowners to control invasives to prevent encroachment	The City and the Greenway Trust will work with owners of parcels adjacent to the project sites to encourage invasive weed control efforts.	April 2014 – March 2015

4. **Project Budget & Expenses** **(Use attached worksheet)**

5. **KCD Acknowledgement – By signing below, the applicant agrees to acknowledge King Conservation District funding by placing the KCD logo on signs, materials, and documents produced as part of the above proposal. In addition, the applicant will notify KCD of public events and activities funded by the KCD.**

Authorized Signature _____ **Date** 2/6/2014

King Conservation District

Member Jurisdiction Grant Program
Grant Application

Project Budget Form

Promoting sustainable uses of natural resources through

Project Name	Invasive Control at Riverfront Park and Ribary Creek		
Applicant	City of North Bend		
Contact	Jamie Burrell		
Mailing Address	P.O. Box 896, North Bend, WA 98045		
E-mail	jburrell@northbendwa.gov	Project Start Date:	4/1/2014
Phone	425-888-7642	Project End Date:	3/31/2015

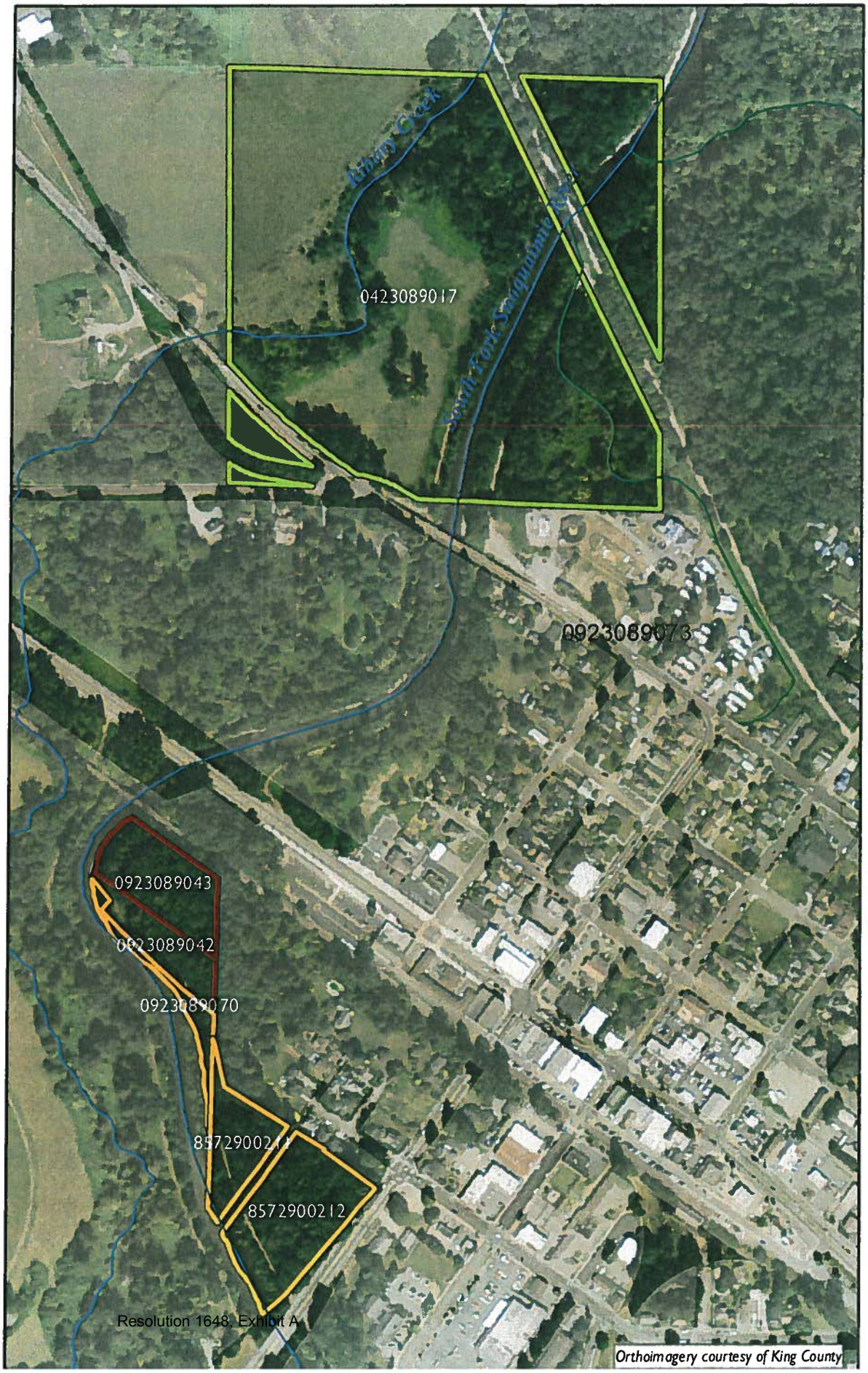
Budget Item	KCD Funds	Other Funds	Other Funds	Total
		Greenway Trust	*(specify source here)*	
Salaries & Benefits				$0
Travel/ Meals/ Mileage				$0
Office Supplies	$500			$500
Field Supplies				$0
Contracted/ Professional Services	$14,245	$10,000		$24,245
Land Acquisition				$0
Permits				$0
Other: (Volunteer Contribution)			$3,500	$3,500
Other: *(specify)*				$0
Other: *(specify)*				$0
Other: *(specify)*				$0
Other: *(specify)*				$0
TOTAL	**$14,745**	**$10,000**	**$3,500**	**$28,245**

Total Project Cost	**$28,245**
Total Match	**$13,500**
Amount of KCD Funding Requested	**$14,745**
Match Percentage	*48%*

If your KCD Member Jurisdiction Grant Project is approved as a part of this process, this spreadsheet will also be used for project tracking. ***Please don't forget to attach this tab to your application.*** *There are mutiple Expense & Project Report forms in the following tabs that will automatically load your KCD project information and budgeted line items, as well as a blank form that can be*

copied for additional submissions. There is a Reimbursement Request form that will also load KCD budgeted line items, and a Budget Revision Request form ***should it be needed****; additional reimbursement requst forms are also provided to track your work in one project packet. We hope this eases future project tracking.*

Invasive Control at Riverfront Park and Ribary Creek



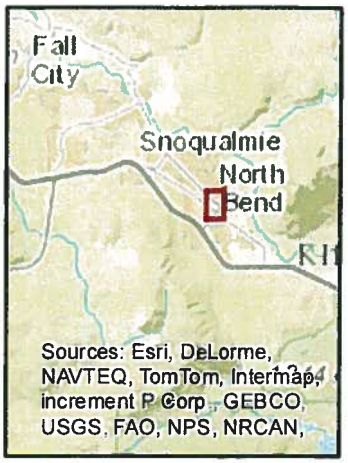
Orthoimagery courtesy of King County

MOUNTAINS TO SOUND GREENWAY

Legend

- Rivers
- Ribary Creek-Public
- Riverfront-Public
- Riverfront-Private

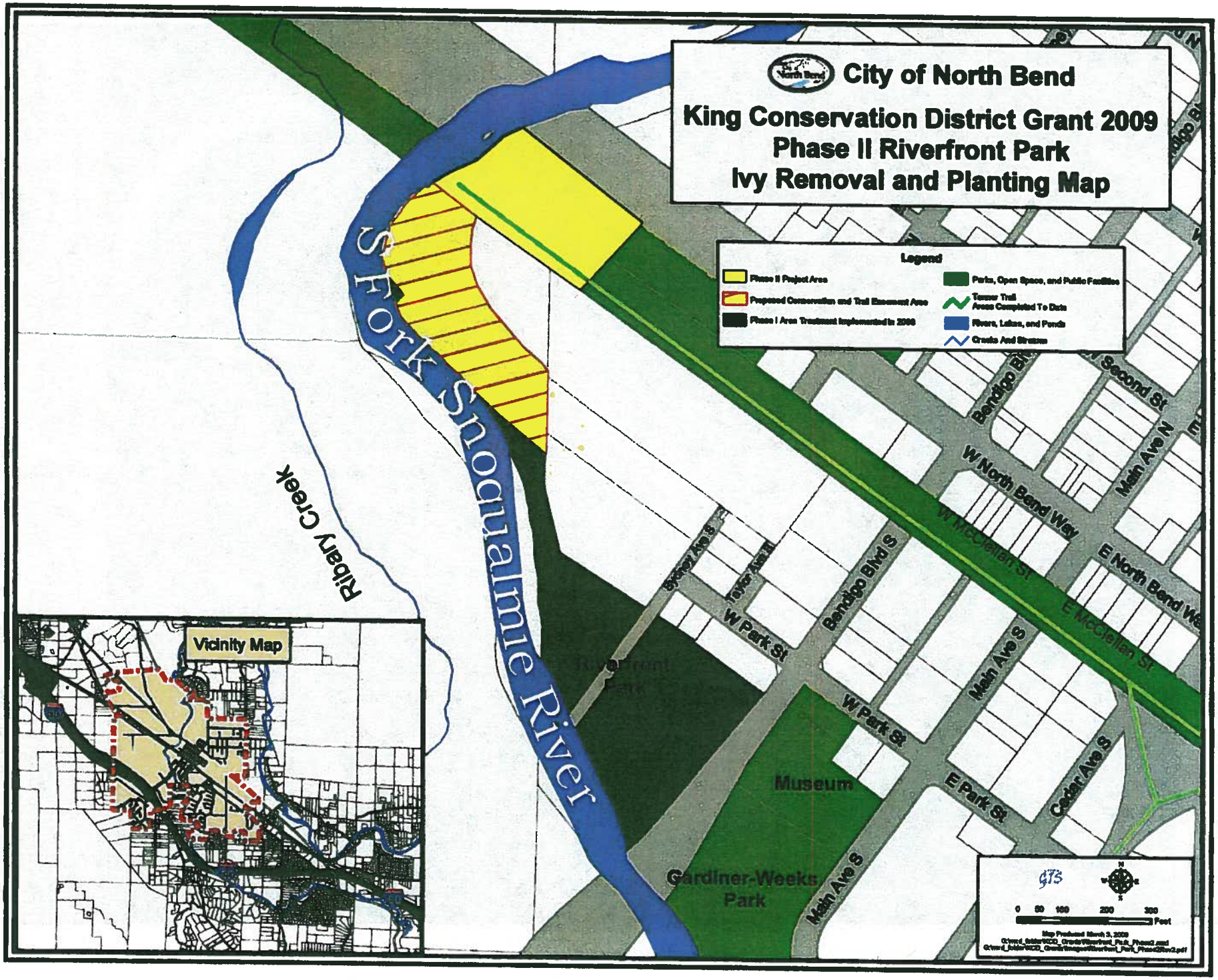
Cartography by the Mountains to Sound Greenway Trust. The information on this map has been compiled from various sources and is subject to change without notice. February, 2014. mtsgreenway.org.



N

1 inch = 430 feet

NORTH BEND
easy to reach... hard to leave



Resolution 1648, Exhibit A

iMAP

COMMENTS: 2005 Ribary Creek (S. Fork Tributary) site

The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 1/16/2014 Source: King County IMAP - Property Information (http://www.metrokc.gov/GIS/IMAP)

King County