

**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 (“Recipient”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **January 31, 2019**.

Primary Contact for King County: Kim Harper, Grant Administrator, 206-477-6079,  
[Kim.harper@kingcounty.gov](mailto:Kim.harper@kingcounty.gov).

Primary Contact for Recipient: Jamie Burrell, Senior Planner, 425-888-7642,  
[Jburrell@northbendwa.gov](mailto:Jburrell@northbendwa.gov).

**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 “Board”), the District’s governing body, passed Resolution FCD 2015-11.2 on November 16, 2015, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$4,308,013 in 2015 for water quality, water resources and habitat restoration and management projects and activities allocated in the amounts of \$855,141 for the Snoqualmie Watershed, \$1,615,505 for WRIA 8, \$1,615,505 for WRIA 9, and \$221,863 for WRIA 10 projects in King County, provided that the project list is approved by the Board;
- 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, called the Cooperative Watershed Management Award Program, to fund water quality, water resources and habitat restoration and management projects and activities;
- 1.5 Whereas, the Recipient submitted an application to its respective WRIA forum or committee for the Project and that body 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 Board of Supervisors 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 Board of Supervisors has approved the Project for funding up to the amount of **\$125,000**;
- 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 (“Project 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 Grant 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 **\$125,000** 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 that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that:
  - 2.4.1. They have been identified by Recipient as satisfying 2.4.2 and 2.4.3 herein, and have been approved by King County as the same;
  - 2.4.2. The activities are specified in the Scope of Work of this Agreement;
  - 2.4.3. The expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Project Budget;
  - 2.4.4. Such activities and expenses otherwise comply with all other terms of this Agreement; and

- 2.4.5. Such activities and expenses do not occur prior to the date the grants were approved by the District and reimbursements are 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 form for those documented and allowable expenses identified in the Project Budget and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon execution of this Agreement. Progress reports for each project (with or without requests for payment) shall be made no less frequently than every six months, and no more frequently than every three months, after the effective date of this Agreement. A Progress Report form shall be submitted with all payment requests. Advances may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.
- 2.6. Within thirty (30) days after the completion of the work, the Recipient shall be required to submit to King County a final report in accordance with Section 9 of the Grant Policies and Procedures ("Final Report") which documents the Recipient's completion of the work in conformance with the terms of this Agreement. The Final Report may be submitted on the Close-out Report form unless a more detailed final report is specified in the Scope of Work. A blank Close-out Report form shall be provided to the Recipient by King County upon execution of this Agreement. The Final Report shall include a summary of the Project's successes and shall address the watershed benefits accomplished by the work.
- 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 as 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 the Project on all literature, signage or press releases related to the Project.

### **SECTION 3. GENERAL PROVISIONS**

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties 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 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 Projects shall be completed by no later than **January 31, 2019**. In the event that the Projects are not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any

way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.

- 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:**

**CITY OF NORTH BEND:**

**By** \_\_\_\_\_

**By** \_\_\_\_\_

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Title** \_\_\_\_\_

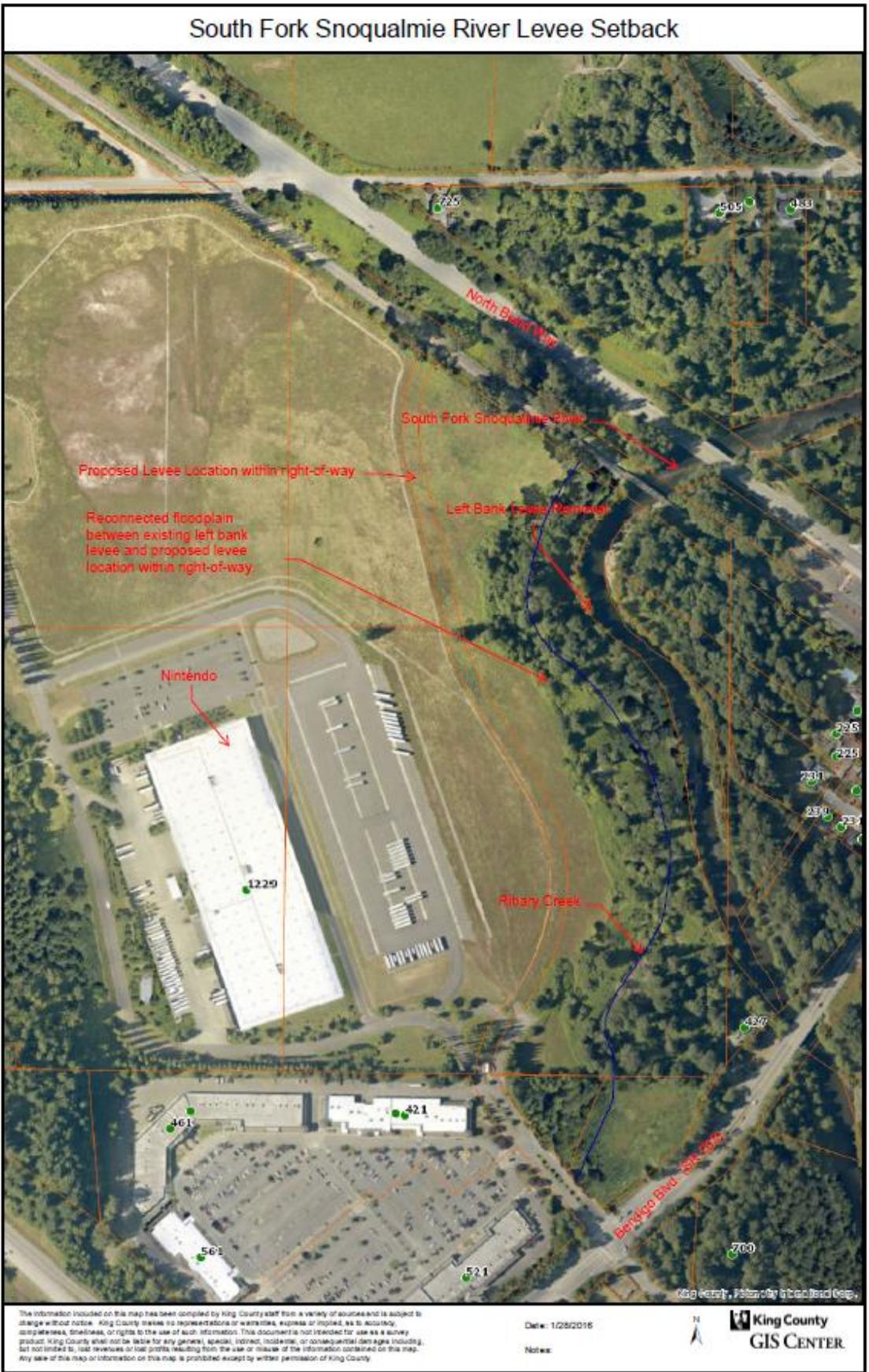
**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

**EXHIBIT A: PROJECT DESCRIPTION**

PROJECT	RECIPIENT	DESCRIPTION	MATCH	AWARD
South Fork Snoqualmie River Levee Setback Project	City of North Bend	Set back the Nintendo levee, removing up to 2,500 feet of the existing levee along the left bank at river mile 2.5 of the South Fork of the Snoqualmie River. This will reconnect approximately 25 acres of the floodplain including the area where Ribary Creek flows. CWM funding will cover preliminary design and floodplain invasive plant removal.	\$13,920,000	<b>\$125,000</b>

**Project Location & Map:** The project fits within the Headwaters-Restoration Above Falls and Dams Sub-Basin Strategy Group. Levee setback would occur within right-of-way adjacent to parcels 0923089080 and 0923089093 with possible acquisition of parcel 8570900220. River mile 2.5 of the South Fork Snoqualmie River. See map on next page.



**EXHIBIT B: SCOPE OF WORK**

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Total Budget	Month/Year Task will be Completed
<b>Task 1: Project Administration (Required)</b>	The recipient will submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Recipient will submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	In-Kind	Throughout project period
<b>Task 2:</b>	Preliminary Critical Areas Study. To be completed early 2017.	12%	April 2017
<b>Task 3:</b>	Preliminary Critical Areas Field Study. To be completed early 2017.	12%	April 2017
<b>Task 4:</b>	Preliminary Survey Work. To be completed early 2017.	21%	April 2017
<b>Task 5:</b>	Conceptual Design Options. To be completed mid-2017.	16%	September 2017
<b>Task 6:</b>	Conceptual Mitigation Options. To be completed mid-2017.	16%	September 2017
<b>Task 7:</b>	Early Site Enhancement. Spring or Fall of 2018 Removal/control blackberry, holly, ivy and other identified invasive along the riparian buffer between the existing levee and Ribary Creek. Installation of native conifer trees and other native species within the riparian buffer with any remaining funds. North Bend 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 2018

**EXHIBIT C: PROJECT BUDGET**

BUDGET ITEM	GRANT REQUEST	MATCH	PROJECT TOTAL
STAFFING	\$ -	\$ 20,000	\$ 20,000
OTHER	\$ 125,000	\$ 11,900,000	\$ 12,025,000
REAL ESTATE-RELATED COSTS	\$ -	\$ 2,000,000	\$ 2,000,000
<b>TOTALS</b>	<b>\$ 125,000</b>	<b>\$ 13,920,000</b>	<b>\$ 14,045,000</b>