



King County

**Department of Natural Resources and Parks
Water and Lands Resources Division**

**Project Agreement Between
King County
and
The City of Tacoma
for**

**Within-WRIA County-to-City Transfer of Development
Rights from Near-shore and Upland Habitats of Puget
Sound Watersheds**

Date Entered into Agreement: October, 1, 2010

**Project Agreement #: D40541D
Project Agreement between King County
and the City of Tacoma**

ORIGINAL



State of Tennessee

Department of Health, Education and Welfare
Division of Health Services

Final Agreement Between

King County

The City of Jackson

for

Within King County - Transfer of Development
Rights from Westmoreland District Projects of Budget
Board Members

ORIGINAL

This AGREEMENT (hereinafter the "Agreement"), is made and entered into this 1st day of October 2010, by and between King County and the City of Tacoma, each of which is hereinafter referred to individually as a "Party" or collectively as "Parties."

RECITALS

- A. King County is a home rule charter County and a political subdivision of the State of Washington and has all powers necessary for the performance of the work and obligations of this Agreement; and
- B. The City of Tacoma is a municipal corporation of the State of Washington; and
- C. King County will provide U.S. Environmental Protection Agency Puget Sound Watershed Management Assistance Program grant funds (per EPA-R10-PS-1001) awarded in 2010 under CFDA 66.120 to the City of Tacoma to support and conduct the Scope of Work provided in attached Exhibit A of this Agreement; such Scope of Work being a portion of King County's federally funded implementation of "Within-WRIA County-to-City Transfer of Development Rights from Near-shore and Upland Habitats of Puget Sound Watersheds" under EPA contract # 00J09001 (hereafter the "Project").

NOW, THEREFORE, in consideration of the covenants, assurances and mutual promises herein the Parties agree as follows:

1.0. PURPOSE AND SCOPE OF AGREEMENT

The purpose of this Agreement is to establish the respective roles and responsibilities between the Parties with respect to the Project. This Agreement establishes the scope of work for the City of Tacoma as specified in Exhibit A, and provides for King County's funding and oversight of the City of Tacoma's involvement in the Project.

The City of Tacoma's work on this collaborative Project will help the City and King County achieve the Project deliverables and Project outputs and outcomes as stated in the Complete Project Scope of Work in Exhibit B and in the Complete Project Logic Model in Exhibit C.

Parties to this Agreement are subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, OMB Circular A-133, and other terms and conditions included in this Agreement.

2.0. TERM OF AGREEMENT

The term of this Agreement is for thirty three (33) months from its effective date as first set forth above in this document, unless otherwise terminated or extended by the mutual consent of the Parties.

3.0. DESIGNATED REPRESENTATIVES

To ensure effective intergovernmental cooperation and efficiencies, the Parties each designate a representative (the "Designated Representative") who shall be responsible for coordination of communications between the Parties and shall act as a central point of contact for each Party. The Designated Representatives shall each be responsible for the administration and performance of the Scope of Work of this Agreement, as well as ensuring that schedule, budget, and funding limitations of this Agreement are satisfied. Each Designated Representative is also responsible for coordinating the input and work of its respective governmental agency or department staff, consultants and contractors as it relates to the scope of this Agreement.

A Party may change its Designated Representative by written notice to the other Party. Each Party's Designated Representative is named below with the individual's contact information.

THE UNIVERSITY OF CHICAGO
DIVISION OF THE PHYSICAL SCIENCES
DEPARTMENT OF CHEMISTRY

RESEARCH REPORT

REPORT NO. 1000
BY [Name]
DEPARTMENT OF CHEMISTRY
UNIVERSITY OF CHICAGO

ABSTRACT
[Faded text describing the research findings]

INTRODUCTION

[Faded text in the introduction section]

EXPERIMENTAL

[Faded text in the experimental section]

DISCUSSION

[Faded text in the discussion section]

King County Designated Representative. The Designated Representative for King County is Darren Greve. He may designate other staff as the principal contact for daily work coordination. All official correspondence concerning this Agreement shall be directed to the Designated Representative at the following address:

King County Department of Natural Resources
and Parks
Attn: Darren Greve
Title: TDR Program Manager
Water and Land Resources Division
King Street Center
201 S Jackson St., Suite 600
Seattle, WA 98104

Phone: 206-263-0435

Fax: 206-296-0192

Email: Darren.greve@kingcounty.gov

The City of Tacoma Designated Representative. The Designated Representative for the City of Tacoma is Ian Munce. He may designate other staff as the principal contact for daily work coordination. All official correspondence concerning this Agreement shall be directed to the Designated Representative at the following address:

The City of Tacoma
Attn: Ian Munce
Title: Associate Planner
747 Market Street, Room 1036
Tacoma, WA 98402

Phone: 253-573-2478

Fax: 253-591-2002

Email: imunce@cityoftacoma.org

4.0. ROLES AND RESPONSIBILITIES OF THE PARTIES

4.1. City of Tacoma

The City of Tacoma has agreed to the Scope of Work attached to this Agreement as Exhibit A and incorporated by this reference, and will provide oversight and quality control for each work task to be performed by the City of Tacoma.

- The City of Tacoma will prepare and submit to King County the Project invoices for reimbursement in the format specified in Section 6.3.
- The City of Tacoma shall maintain a financial accounting system for the Project that identifies all expenditures of the Project that are eligible for reimbursement under this Agreement, and which includes supporting documentation for disbursements as specified in Sections 6 and 8.
- The City of Tacoma will prepare and submit to King County Quarterly Project Reports in the format specified in Section 8.

4.1. King County

King County has agreed to the Scope of Work attached as Exhibit A to this Agreement and, in accordance with Section 6 of this Agreement, will reimburse the City of Tacoma for all services rendered in accordance with such Scope of Work unless otherwise specified. Such reimbursement to the City of Tacoma shall be for all costs related to labor rendered by its staff and professional consultants to complete agreed-upon work tasks.

5.0. SCOPE OF WORK

The City of Tacoma agrees to diligently perform and complete the tasks included in Tacoma's Scope of Work described in Exhibit A. Any amendments to the Scope of Work must be done in writing and signed by an authorized representative of each of the Parties.

Faint, illegible text, possibly bleed-through from the reverse side of the page.

CONFIDENTIAL

Faint, illegible text, possibly bleed-through from the reverse side of the page.

CONFIDENTIAL

Faint, illegible text, possibly bleed-through from the reverse side of the page.

6.0. FUNDING, BUDGET, & PAYMENT PROCEDURE

6.1. King County's Maximum Funding Obligation

Subject to the terms and conditions set forth herein, King County's maximum funding obligation under this Agreement shall not exceed \$109,000 (one hundred and nine thousand dollars) provided that the City of Tacoma also contributes to this Project an in kind match valued at \$52,775 of staff time on tasks identified in Exhibit A. King County shall not be obligated for any expenditure in excess of the maximum amount stated in this section.

6.2. Budget

The budget to accomplish the tasks described in the Scope of Work for this Agreement is incorporated in Exhibit D which is attached to this Agreement and incorporated by reference. This budget reflects the Parties' best estimates of the amounts that will be required to accomplish the City of Tacoma's Project tasks under this Agreement.

Actual amounts reimbursable under this Agreement shall be based on actual work performed under this Agreement and made pursuant to its reimbursement provisions and the provisions within Sections 6.1 above. In the event it is determined that the Scope of Work has been accomplished by the City of Tacoma for a lesser amount than identified in this Agreement, King County shall only pay reimbursements for documented costs. In no event shall the City of Tacoma be paid for costs that are not documented pursuant to the requirements of this Agreement.

6.3. Payments / Invoices

Reimbursements to the City of Tacoma shall be made upon completion of tasks and deliverables in the Scope of Work in Exhibit A and commensurate with the amounts for each task in the Budget in Exhibit D of this Agreement.

King County shall only accept requests for reimbursement from the City of Tacoma on a quarterly basis in accordance with the procedures outlined below and using the Requisition for Payment Form shown in Exhibit E. Requisition for Payment invoices shall indicate: the number of staff hours worked as billable time, number of staff hours worked as in-kind match, other in-kind monetary contributions, and staff hourly rates which shall only include hourly wage(s) and fringe benefits (e.g. retirement, healthcare, annual and sick leave); indirect costs shall not be included in the hourly rate.

To allow King County to verify that invoiced expenditures are related to the Project work funded by this Agreement, the City of Tacoma shall include copies of the following documents with each quarterly Requisition for Payment Form:

- employee timesheets or payroll records indicating the total number of hours worked on the Project in a given time period by individual staff (the total # of hours should be inclusive of billable and in-kind staff time);
- invoices for material or supplies, if applicable;
- invoices from professional consultants for services rendered indicating the percent complete of the consultant's deliverable;
- itemized listing of charges that can be supported by timesheets, invoices, original bills, expense accounts, and miscellaneous supporting data retained by the City of Tacoma;
- evidence of other in kind monetary contributions, if applicable.

Quarterly requests for reimbursement and documentation of all expenses and work statements must be submitted to King County within 7 days of the end of each calendar quarter and shall be submitted along with completed Quarterly Progress Reports described in Section 8.1. Quarterly Progress Reports shall

include a reasonably detailed description of the tasks performed and deliverables achieved that correspond to the amounts indicated in the Requisition for Payment Forms.

King County shall not transfer nor be obligated to transfer any funds in advance of its approval of quarterly payment requests. All work for which payment is requested shall be certified as acceptable by King County before payment.

To assure payment processing in a timely manner, the City of Tacoma shall submit all invoices, required reports, and documentation to the attention of: Sheri Coen, King County Water and Lands Resources Division, 201 S. Jackson St, Suite 600, Seattle, WA 98104. Ms. Coen can be reached by phone at 206-266-8342 or email at sheri.coen@kingcounty.gov.

The City of Tacoma shall inspect all work performed under this Agreement and assure that payments requested for reimbursement are eligible under this Agreement. Requisition for Payment Forms will be signed by an authorized representative of the City of Tacoma who shall verify that the invoice is accurate, the services have been purchased or the work has been performed, and that the costs shown have been reasonably incurred in accordance with this Agreement.

Reimbursements by King County will be paid to the City of Tacoma and directed to the attention of the responsible individual specified in writing by the City of Puyallup. King County's goal is to review, approve, and pay reimbursement invoices within 45 days of receipt.

King County reserves the right to withhold payments pending timely delivery and proper completion of the reports or documents as may be required under this Agreement.

6.4. Payments to Consultants

The City of Tacoma shall abide by EPA's maximum salary rate to be paid to any individual consultants that may be retained by the City of Tacoma. The salary rate (excluding overhead) shall be limited to the maximum daily rate for Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. As of January 1, 2010, the limit is \$596.00 per day or \$74.50 per hour. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (Tacoma will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the City of Tacoma with the responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 30.27(b) or 40 CFR 31.36(j), as applicable, for additional information.

6.5. Final Payment

Final payment will be made to the City of Tacoma upon final completion of the work and upon final inspection and written acceptance by King County's Designated Representative. Any required adjustments shall be reflected in the final invoice.

7.0. Procurement

7.1. General Procurement Procedures

The City of Tacoma shall adhere to EPA procurement policies and procedures in accordance with 40 CFR Part 31.36 for all purchases funded by this Agreement.

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Second block of faint, illegible text.

Third block of faint, illegible text.

Fourth block of faint, illegible text.

Fifth block of faint, illegible text.

Sixth block of faint, illegible text.

Seventh block of faint, illegible text.

Eighth block of faint, illegible text.

Ninth block of faint, illegible text.

Tenth block of faint, illegible text.

The City of Tacoma shall also adhere to procurement policies and procedures in accordance with OMB Circulars A-102, Uniform Administrative Requirements for Grants in Aid for State and Local Governments, for all purchases funded by this Agreement.

The City of Tacoma shall also adhere to procurement policies in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies, for all purchases funded by this Agreement.

The City of Tacoma's procurement system should include at least the following:

1. A code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in the awarding of contracts using federal funds.
2. Procedures that ensure all procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition.
3. Minimum procedural requirements, as follows:
 - a. Follow a procedure to assure the avoidance of purchasing unnecessary or duplicative items.
 - b. Solicitations shall be based upon a clear and accurate description of the technical requirements of the procured items.
 - c. Positive efforts shall be made to use small and minority-owned businesses.
 - d. The type of procuring instrument (fixed price, cost reimbursement) shall be determined by the Contractor, but must be appropriate for the particular procurement and for promoting the best interest of the program involved.
 - e. Contracts shall be made only with reasonable subcontractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.
 - f. Some form of price or cost analysis should be performed in connection with every procurement action.
 - g. Procurement records and files for purchases shall include all of the following:
 - i. Contractor selection or rejection.
 - ii. The basis for the cost or price.
 - iii. Justification for lack of competitive bids if offers are not obtained.
 - h. A system for Agreement administration to ensure Contractor conformance with terms, conditions and specifications of this Agreement, and to ensure adequate and timely follow-up of all purchases.
4. The City of Tacoma and its Subcontractor must receive prior approval from King County for using funds from this Agreement to enter into a sole source Agreement or an Agreement where only one bid or proposal is received when value of this Agreement is expected to exceed \$5,000. Prior approval requests shall include a copy of proposed contracts and any related procurement documents and justification for non-competitive procurement, if applicable.

7.2. Utilization of Small, Minority and Women's Business Enterprises

The City of Tacoma agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement as mentioned below and contained in 40 CFR, Part 33.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, Tacoma agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under this EPA financial assistance Agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply.

Records documenting compliance with the six good faith efforts shall be retained:

- (a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The City of Tacoma agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period Tacoma receives the award, and continuing until the end of the contract period. Only procurements with certified MBE/WBEs are counted toward Tacoma's MBE/WBE accomplishments.

The reports must be submitted semiannually for the periods ending March 15th and September 15th. Reports should be sent to the King County representative.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

8.0. REPORTING AND RECORDS

8.1. Reports and Documentation

The City of Tacoma shall provide King County with quarterly progress reports and documentation for work completed using the Reporting Template attached in Exhibit F or as otherwise required of King County by U.S. EPA. Quarterly progress reports shall be submitted to King County within 7 days of the end of each calendar quarter.

Quarterly progress reports shall indicate: the number of hours worked as billable time for each task, number of hours worked as in-kind staff match for each task, the percent of consultant work completed on certain tasks/deliverables, other in-kind monetary contributions, a reasonably detailed description of the work performed, progress and deliverables achieved under each task as outlined in the Scope of Work, and the hourly rate(s) which shall only include hourly wage(s) and fringe benefits (e.g. retirement healthcare, annual and sick leave); indirect costs shall not to be included in the hourly rate.

The City of Tacoma shall maintain original documentation for all expenses eligible for reimbursement as well as original documentation for in kind staff time and other in kind monetary contributions, including, but not limited to: (1) work statements, timesheets, or payroll records, (2) invoices for materials or supplies, (3) statements or invoices from professional consultants for services rendered, (4) certification by the City of Tacoma of materials and services satisfactorily rendered, and (5) itemized listing of charges that can be supported by timesheets, invoices, original bills, expense accounts, and miscellaneous supporting data retained by the City of Tacoma.

The City of Tacoma shall provide any plans, specifications, accounting records or other documents needed to satisfy requests from federal funding agencies for information to comply with King County's funding requirements.

The City of Tacoma shall inspect all work performed under this Agreement and assure that payments requested for reimbursement are eligible under this Agreement.

8.2 Quarterly Meetings

In addition to the written quarterly progress reports, the City of Tacoma will participate in mid-quarter update meetings or conference calls with King County and Pierce County to discuss progress on tasks and deliverables.

8.3 Final Report

In addition to the quarterly progress reports, the City of Tacoma shall submit a final report, which is due thirty (30) calendar days after the expiration or termination of the contract. The report shall be submitted to King County and may be provided electronically. The report shall generally contain the same information as the status reports, but should cover the entire contract period.

8.4. Availability of Records

The City of Tacoma 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. Specifically, as a recipient of federal funds, Tacoma shall meet the audit requirements of OMB Circular A133, "Audits of States, Local Governments, and Non-profit Organizations" and OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," and shall comply with all the provisions of 7 Code of Federal Regulations (CFR) Part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." The City of Tacoma shall maintain and submit to King County any such records as King County and the federal government may require to conduct any audit of the PROJECT it may elect to conduct or to substantiate expenditures submitted for payment to the City of Tacoma. The City of Tacoma shall maintain and retain books and records related to the Agreement for at least three years after the termination of this Agreement.

9.0. AUDIT

If the City of Tacoma expends \$500,000 or more in a year in Federal awards, Tacoma shall have a single or program-specific audit conducted for that year in accordance with the provisions of the federal Office of Management and Budget (OMB) circular A-133 effective July 1, 1996 and revised June 27, 2003, and in accordance with section .320 (e) will submit a written notification to King County that an audit was conducted [see the circular A-133.320 (e) for details]. If the audit reveals findings and questioned costs relating to Federal awards passed through King County, Tacoma will forward a copy of the applicable audit reporting package along with a copy of the findings, Tacoma's response, and the final corrective action plan as approved by the State Auditor's Office to King County within 30 days.

If an audit is requested by King County or required by any federal funding agency, the City of Tacoma shall cooperate fully with the auditor chosen by King County or the federal funding agency. At the time of an audit, if requested, Tacoma will provide documentation of all costs incurred on the project. In the event

that King County has paid Tacoma in excess of its final funding commitment under this Agreement, the excess amount will be repaid by Tacoma to King County within thirty (30) days of the conclusion of the audit.

10.0. CONTRACT ADMINISTRATION

To fulfill its respective responsibilities under this Agreement, each Party shall be solely responsible for the administration of and the completion and quality of work performed under any contracts executed by the Party. In no event shall any contract executed by a Party be construed as obligating the other Party or Parties to this Agreement. Any claims arising out of the separate contracts of each Party for work under this Agreement are the sole responsibility of the Party executing and administering such separate contracts. All contracts shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, applicable bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

11.0. RESPONSIBILITY FOR DIRECT SUPERVISION

Nothing in a Party's exercise of the right to inspect or accept the work performed by the other Party shall reduce the other Party's responsibility for the proper execution of the work or relieve the Party from its responsibility for direct supervision of the work. A Party exercising its right to inspect or accept the work performed by the other Party shall not be deemed or construed to be in control of the work under this Agreement.

12.0. LOBBYING

The City of Tacoma agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*, and the anti lobbying provision as stipulated in the Appendix at Title 40 CFR Part 30, and shall submit all necessary certification and disclosure forms.

In accordance with the Byrd Anti-Lobbying Amendment, if the City of Tacoma makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

The City Manager of the City of Tacoma shall ensure that no grant funds awarded under this contract are or will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The City of Tacoma shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

13.0. PUBLIC COMMUNICATIONS

Subject to Section 17.12, all public communications materials relating to the completion of work tasks under the terms of this Agreement shall be reviewed jointly by the City of Tacoma and King County in advance of release. The City of Tacoma and King County each shall designate a public information representative from their respective agencies to facilitate agreement on public communications materials and related issues.

Reports, documents, signage, videos, news paper press releases or other media, developed as part of projects funded by this contract shall contain the following statement:

"This project has been funded wholly or in part through a partnership with King County and with funding provided by the United States Environmental Protection Agency (EPA) under the Puget Sound Watershed assistance program. The contents of this document do not necessarily reflect the views and policies of the U.S. EPA or King County.

14. EPA's Substantial Involvement

EPA will be substantially involved in this Project by participating in the following activities: (1) monitor the project management and execution throughout the term of the Agreement, (2) provide technical assistance and coordination as requested or needed, and (3) review and approve technical deliverables

15. Hotel-Motel Fire Safety Act

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, Tacoma agrees to ensure that all space for conferences, meetings, conventions, or seminars funded in whole or in part with funds from this Agreement shall comply with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel> to see if a property is in compliance, or to find other information about the Act.

16. Recycled Paper

In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) Tacoma shall comply with requirements set forth.

In accordance with policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Tacoma agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this Agreement.

17. Suspension and Debarment

The City of Tacoma shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions ("Doing Business with Other Persons)." The City is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C Recipient is responsible for further requiring the inclusion of a similar term or Condition in any subsequent lower tier covered transactions. The City acknowledges that failing to Disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this Agreement or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition Supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

18. Drug-Free Workplace Certification for all EPA Recipients

The City of Tacoma must make an ongoing, good faith effort to Maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 – 36.300. Additionally, in accordance with these regulations, the City must identify all known workplaces under its federal laws, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can Access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisdx_06/40cfr36_06.html.

19. Management Fees

Management fees or similar charges in excess of the direct costs are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve

[Faint, illegible text at the top of the page]

[Faint, illegible text in the upper middle section]

[Faint, illegible text in the middle section]

[Faint, illegible text in the lower middle section]

[Faint, illegible text in the lower section]

[Faint, illegible text at the bottom of the page]

funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

20. Reimbursement Limitation

If the City of Tacoma expends more than the amount of federal funding in the approved budget in anticipation of receiving additional funds from EPA, it does so at its own risk. King County and EPA are not legally obligated to reimburse the City for costs incurred in excess of the approved budget.

21. Trafficking Victims Protection Act of 2000

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. EPA, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable Prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the sub recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government wide debarment and suspension (Non procurement)," as implemented by our agency at 2 CFR part 1532. You must inform King County and EPA immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. EPA's right to terminate unilaterally that is described in paragraph "a" of this award term implements (1) section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. Tacoma must include the requirements of the Prohibition Statement below in any subaward made to a private entity.

Prohibition Statement – You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

22.0. DISPUTE RESOLUTION

The Parties will work collaboratively in accordance with the following steps to resolve disagreements arising from activities performed under this Agreement. Disagreements will be resolved promptly and at the lowest level of authority possible.

The Designated Representatives shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. Each Designated Representative shall notify the other in writing of any problem or dispute the Designated Representative believes needs formal resolution. This written notice shall include:

- A description of the issue to be resolved;
- A description of the difference between the Parties on the issue; and
- A summary of steps taken by Designated Representative to resolve the issue.

The Designated Representatives shall meet within three (3) business days of receiving the written notice and attempt to resolve the dispute. In the event the Designated Representatives cannot resolve the dispute (and that dispute is not subject to some other formal appeal process), the King County's Water

and Lands Resources Director or his/her designee and the City of Tacoma's Manager or his/her designee shall meet within seven (7) business days of receiving notice from a Designated Representative and engage in good faith negotiations to resolve the dispute.

The Parties agree that they shall have no right to seek relief under this Agreement in a court of law until and unless each of these procedural steps is exhausted. If any applicable statute of limitations will or may run during the time that may be required to exhaust the procedural steps set forth above, the Parties agree to enter into a tolling agreement with respect to the statute of limitations or, if legal proceedings have already been commenced, to seek an order to suspend any such proceeding while the procedural steps set forth above are satisfied.

23.0. INDEMNIFICATION

To the extent permitted by law, each Party to this Agreement shall protect, defend, indemnify, and hold harmless the other Party and its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, demands, judgments, damages, or liability of any kind including injuries to persons or damages to property, which arise out of, or in any way result from, or are connected to, or are due to, any acts or omissions of the indemnifying Party arising from the implementation of this Agreement.

No Party shall be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the Party seeking indemnification.

Where such claims, suits, or actions result from the concurrent negligence of the Parties, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the Party's own negligence.

Each Party agrees that its obligations under this indemnification section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51RCW. In the event of any claims, demands, actions and lawsuits, the indemnifying Party upon prompt notice from the other Party shall assume all costs of defense thereof, including legal fees incurred by the other parties, and of all resulting judgments that may be obtained against the other Party.

This indemnification shall survive the termination of this Agreement.

24.0. INSURANCE

Each Party will maintain at all times during the term of this Agreement, satisfactory limits of insurance and/or self-insurance to protect against claims arising out of this Agreement. Such insurance or self-insurance shall include General Liability, Business Automobile Liability, and Workers' Compensation in accordance with statutory requirements under Title 51 RCW.

Each Party will require and cause its respective Contractors of all tiers to maintain such insurance-as described above in sufficient amounts to protect the interest of the Parties. Such insurance shall be confirmed by a Certificate of Insurance prior to commencement of the work.

The Parties hereby agree to require their respective insurers and that of their respective Contractors of all tiers, to waive subrogation rights against the other Party and such other Party's insurers.

It is understood and agreed that insurance and/or self-insurance provided by the Parties under this Agreement is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Parties or their Contractors of any tier under their respective contracts or imposed by applicable laws or regulations.

Faint, illegible text at the top of the page, possibly a header or introductory paragraph.

Section Header

First paragraph of the main body text, starting below the section header.

Second paragraph of the main body text.

Third paragraph of the main body text.

Fourth paragraph of the main body text.

Section Header

Text block following the second section header.

Text block following the second section header.

Text block following the second section header.

Text block following the second section header.

25.0. TERMINATION OF AGREEMENT

25.1. Termination for Default

Either Party may terminate this Agreement, in whole or in part, if the other Party substantially fails to fulfill any or all of its obligations under this Agreement through no fault of the other Party, provided that insofar as practicable, the Party terminating the Agreement will give:

- Notice of intent to terminate at least thirty (30) calendar days prior to the date of termination stating the manner in which the other Party has failed to perform the obligations under this Agreement; and
- An opportunity for the other Party to cure the default within at least thirty (30) calendar days of notice of the intent to terminate. In such case, the Notice of Termination will state the time period in which cure is permitted and any other appropriate conditions.

If the other Party fails to remedy the default or the breach to the satisfaction of the other Party within the time period established in the Notice of Termination or any extension thereof granted by the Party not at fault, this Agreement shall be deemed terminated.

25.2. Termination for Convenience

Either Party may terminate this Agreement, in whole or in part, for its convenience provided that the terminating Party shall provide the other Party with an advance notice of at least thirty (30) calendar days to permit the other Party to reasonably assume the responsibilities being performed by the terminating Party.

25.3. Notice of Termination

Notice of termination shall be given by the Party terminating this Agreement to the other Party in writing.

25.4. Rights and Duties of Parties Upon Termination

A termination by any Party shall not extinguish or release either Party from liability, claims, or obligations to third parties existing as of the time of termination. Any costs incurred prior to proper notification of termination will be borne by the Parties in accordance with the terms of this Agreement and this Section. The release and indemnification provisions set forth in this Agreement and all remedial provisions shall survive termination of this Agreement.

Upon termination of this Agreement by expiration of the term or upon termination for the convenience of the Parties, the Parties agree to work together cooperatively to develop a coordinated plan for terminating the scope of work rendered up until the time of termination and determining reasonable contract close-out costs for termination for convenience only. In the event of termination by default or breach, King County shall only be obligated to compensate the City of Tacoma for the portion of work that has been satisfactorily rendered to the date of termination.

26.0. GENERAL CONTRACT PROVISIONS

26.1. Rights and Remedies

The rights and remedies of the Parties to this Agreement are in addition to any other rights and remedies provided by law, except as otherwise provided in this Agreement.

26.2. No Agency

No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party shall be deemed, or represent themselves to be, employees of any other Party.

26.3. No Third Party Rights

CONFIDENTIAL - SECURITY INFORMATION

1. The purpose of this document is to provide a comprehensive overview of the current state of the project and to identify the key challenges that must be addressed in order to ensure its successful completion.

2. The project has been initiated in order to address the growing need for a more efficient and effective system of data management and analysis. The primary objectives of the project are to:

3. The project is currently in the planning phase, and the following tasks are being undertaken:

4. The project is expected to be completed by the end of the year, and the results will be presented to the relevant stakeholders.

5. The project is a high-priority initiative, and it is essential that all team members remain focused and committed to its successful completion.

6. The project is a complex and challenging task, and it is essential that all team members remain focused and committed to its successful completion.

7. The project is a high-priority initiative, and it is essential that all team members remain focused and committed to its successful completion.

8. The project is a complex and challenging task, and it is essential that all team members remain focused and committed to its successful completion.

9. The project is a high-priority initiative, and it is essential that all team members remain focused and committed to its successful completion.

10. The project is a complex and challenging task, and it is essential that all team members remain focused and committed to its successful completion.

11. The project is a high-priority initiative, and it is essential that all team members remain focused and committed to its successful completion.

ORIGINAL

It is understood and agreed that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other entity. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties.

26.4. Assignment/Successors

No Party shall assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by the other Party. This limitation does not, however, prevent the City of Tacoma from selecting subcontractors or consultants to perform the work authorized by this Agreement. All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns, and legal representatives.

26.5. Compliance with Laws

The City of Tacoma shall comply, and to the best of its ability shall ensure, that its employees, agents, consultants, and representatives comply with all federal, state, and local laws, regulations, and ordinances applicable to the work to be performed. The work performed by the City of Tacoma under this Agreement shall comply with all applicable public works and procurement laws and regulations, including, but not limited to, bonding, prevailing wage, nondiscrimination, retainage, insurance, and workers compensation requirements.

26.6. Governing Law and Venue

This Agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Washington. Any legal action brought resulting from this Agreement shall be brought in the Superior Court of King County.

26.7. No Employee Relationship

In performing work hereunder, the City of Tacoma and its employees, agents, consultants, and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of King County in any manner whatsoever. No employee of any Party shall hold him/herself out as, or claim to be an officer or employee of the other Party by reason of this Agreement and shall not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the other Party. Each Party shall be solely responsible for any claims for wages or compensation by its employees, agents, and representatives, including consultants, and shall hold the other Party harmless therefrom.

26.8. Notice

All notices or requests required or permitted under this Agreement shall be in writing, shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid, or by facsimile transmission and shall be deemed received three (3) business days following the date when mailed or on the date when delivered or faxed (provided the fax machine has issued a printed confirmation of receipt). All notices or requests shall be sent to King County and the City of Tacoma addressed as shown in Section 3.0.

26.9. Waiver of Default

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of a provision of this Agreement, including failure to require full and timely performance of any provision, shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by authorized parties, and attached to the original Agreement.

26.10. Severability

The following information is for your information only. It is not intended to be used as a substitute for professional advice. The information is provided for your information only and is not intended to be used as a substitute for professional advice.

The following information is for your information only. It is not intended to be used as a substitute for professional advice. The information is provided for your information only and is not intended to be used as a substitute for professional advice.

The following information is for your information only. It is not intended to be used as a substitute for professional advice. The information is provided for your information only and is not intended to be used as a substitute for professional advice.

The following information is for your information only. It is not intended to be used as a substitute for professional advice. The information is provided for your information only and is not intended to be used as a substitute for professional advice.

The following information is for your information only. It is not intended to be used as a substitute for professional advice. The information is provided for your information only and is not intended to be used as a substitute for professional advice.

The following information is for your information only. It is not intended to be used as a substitute for professional advice. The information is provided for your information only and is not intended to be used as a substitute for professional advice.

The following information is for your information only. It is not intended to be used as a substitute for professional advice. The information is provided for your information only and is not intended to be used as a substitute for professional advice.

If any of the terms and conditions of this Agreement are determined to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms and conditions unaffected thereby shall remain in full force and effect. The Parties agree to negotiate in good faith to reform the Agreement to replace any invalid or unenforceable term and/or condition with a valid and enforceable term and/or condition that comes as close as possible to the intention of the stricken term and/or condition.

26.11. Warranty of Right to Enter into Agreement

The Parties each warrant that they have the authority to enter into this Agreement and that the persons signing this Agreement have the authority to bind such person's respective entity.

26.12. Publicity

The Parties to this Agreement shall not make any formal press releases, news conferences or similar public statements concerning this Agreement without prior consultation with the other Party.

26.13. Future Support

King County makes no commitment of future support and assumes no obligation for future support of the activity contracted herein except as set forth in this Agreement.

26.14. Exhibits

All exhibits referenced in and attached to this Agreement are incorporated herein, except to the extent otherwise provided herein.

26.15. Amendments/Supplements

The Parties reserve the right to amend this Agreement as necessary. No addition or modification to this Agreement shall be binding upon the Parties unless reduced to writing and signed by an authorized representative of each of the Parties or its governing body, as appropriate.

26.16. Entire Agreement

This Agreement, including its Recitals and Exhibits, embodies the Parties entire Agreement on the matters covered by it, except as supplemented by subsequent amendments to this Agreement. All prior negotiations and draft written agreements are merged into and superseded by this Agreement.

Faint, illegible text, possibly bleed-through from the reverse side of the page.

ORIGINAL

26.17. Execution of Agreement

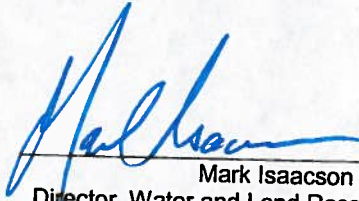
This Agreement shall be executed in two (2) counterparts, any one of which shall be regarded for all purposes as one original.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Agreement as of the date written below.

The City of Tacoma:

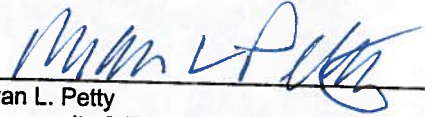
King County:

By: 
Rey Arellano
Deputy City Manager & CIO

By: 
Mark Isaacson
Director, Water and Land Resources Division,
King County Department of Natural
Resources and Parks

Date: 11/15/10

Date: 12-15-10

By: 
Ryan L. Petty
Community & Economic Development Director

Approved as to Form and Legality

Date: 11/2/10

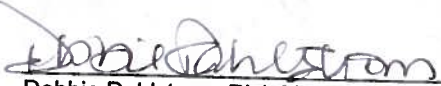


By: 
Robert K. Biles
Finance Director

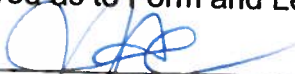
Date: 11/9/10

Attest:

 11-18-10
Doris Sorum, City Clerk


Debbie Dahlstrom, Risk Manager

Approved as to Form and Legality


Assistant City Attorney

[Handwritten signature]

[Handwritten signature]

15-12-10

11/2/10

[Handwritten signature]

[Handwritten signature]

11/2/10

15-12-10

ORIGINAL

Exhibit A

Scope of Work for the City of Tacoma

With \$109,000 in EPA grant funds, and a \$52,775 match (i.e. \$20,000 cash and \$32,775 of in-kind staff support), the City of Tacoma will complete the following tasks and provide the following deliverables within the timelines provided below:

Tasks and Associated Deliverables:

ELEMENT #1

Task E(1): Tacoma will work with the counties to identify potential county-based TDR sending areas for inclusion in the economic / transfer ratio analysis in Task E(2) below. Tacoma will hold a Council study session to obtain policy direction regarding potential county-based TDR sending areas of interest for a regional TDR pilot project.

Deliverables: potential county-based TDR sending site areas identified on county maps
Timeline: 10/2010 – 9/2011

Task E(2): Tacoma will conduct an economic analysis of its Mixed Use Centers as regional TDR receiving areas to determine feasible transfer ratios for both county-based sending sites, and in-city sending sites (note: counties will provide city with estimated value/selling price of county-based TDRs). The economic analysis shall involve residual land value analyses of the highest priority Mixed Use Centers to determine developer willingness to pay for various incentives (e.g. density, height, FAR, etc) above a base zoning, and across a range of possible development scenarios.

Deliverables: Report that includes summary results of TDR economic analysis, recommendations for appropriate transfer ratios, and narrative that explains sending site prioritization, if any.

Timeline: 10/2010 – 9/2011

Task E(3): Tacoma will develop draft code for a city TDR program that includes the transfer process for in-city TDR sending sites and county-based TDR sending sites, and the subsequent transfer ratios for these two types of sending sites.

Deliverables: draft TDR program regulations/code

Timeline: 4/2011 – 4/2012

Task E(4): Tacoma will evaluate and strongly consider adopting a regional component in its final TDR program. Tacoma will work with the county(ies) to develop a final interlocal agreement (ILA) or adopted Department of Commerce Interlocal Terms and Conditions Rule that identifies the Cities Mixed Use Centers as a Regional TDR receiving site pilot project. The final ILA will include identified county-based sending site areas, the TDR transfer process, and the transfer ratio(s). Tacoma will draft a TDR ordinance for City Council action on the final regional TDR ILA.

Deliverables: (1) Final TDR ILA and ordinance or Interlocal Terms and Conditions Rule , and (2) Council consideration and action on final TDR ILA and ordinance

Timeline: 4/2012 - 9/2012

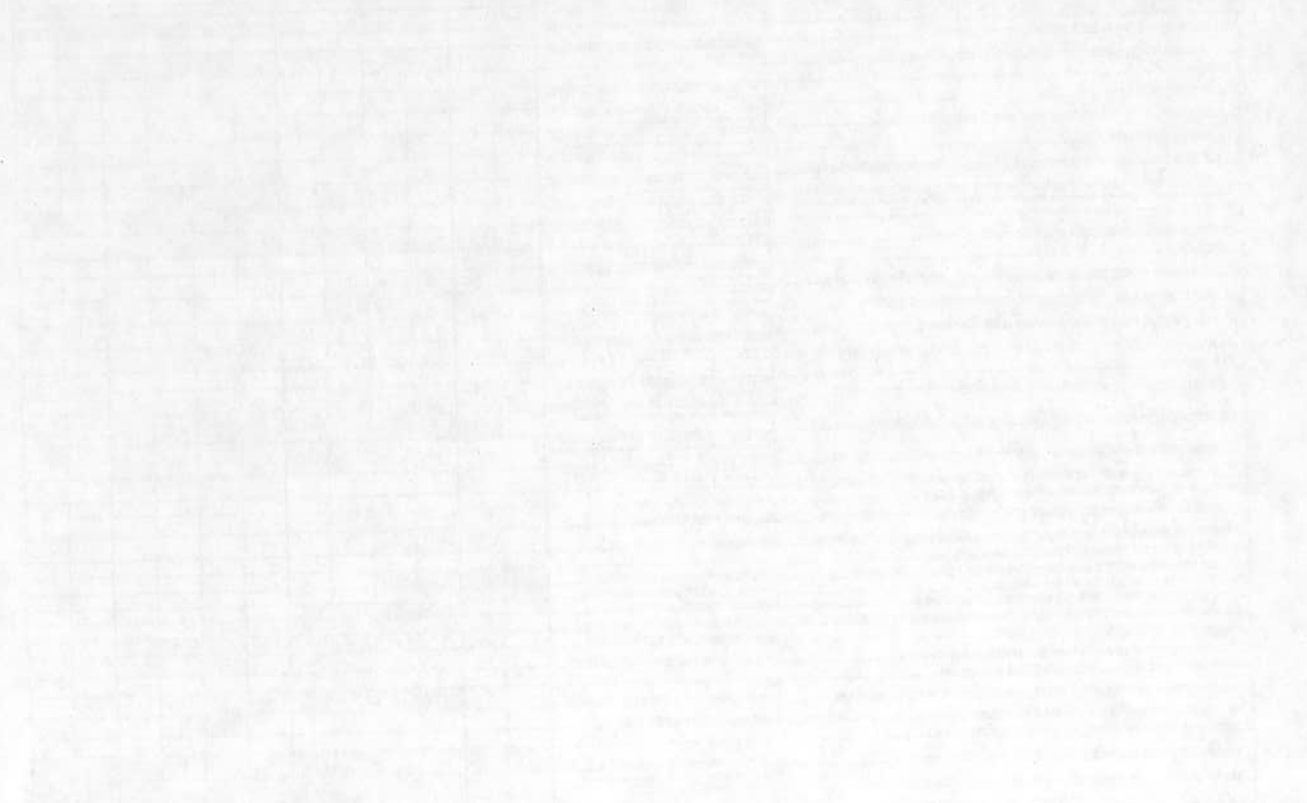
Exhibit B

Complete Project Scope of Work

Project Tasks	Task Deliverable	Timeline											
		2010		2011				2012				2013	
		Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2
Element 1. Develop Four Specific City-County TDR Interlocal Agreements													
Task A. King County will work with cities of Normandy Park and Seattle to develop regional TDR interlocal agreements	2 draft interlocal agreements for a city and County created consultation and sub-commission												
Task B. Normandy Park													
B.1) Resolution Village, Vantage	Visual landscape identifying site and needs of future development, public process												
B.2) Identify and screen analysis of Resolution Village as a regional TDR recovery site	Interim Report outlining results of TDR economic analysis and recommendations for appropriate financial status												
B.3) City Council study agreement	(1) Letter of direction/decision regarding extent of proposed economic development capacity in Resolution Village, (2) summary report												
B.4) Develop Sub-Area Plan and draft development regulations for Resolution Village that include a regional TDR component	Sub-Area Plan and draft development regulations code that incorporates regional TDR												
B.5) Develop interlocal TDR agreement (ILA) with King County, draft an ordinance for City Council action on the final TDR ILA	(1) Final TDR ILA and ordinance, and (2) Council ordinance and action on final TDR ILA and ordinance												
Task C. KC provide city of NP (and Seattle) with recovery area incentive funds for infrastructure/borrower planning for LID and/or to-city participation space	KC recovery fund request upon 2 adopted ILAs that link regional TDR with LID and/or other uses in area												
Task D. Pierce County will work with the cities of Tacoma and Puyallup to develop interlocal agreements	2 draft interlocal agreements for city and county created consultation and sub-commission												
Task E. City of Tacoma													
E.1) Identify county-based TDR recovery areas. Council study review re potential county-based TDR recovery areas of interest	Council approved county-based TDR recovery area of interest identified on county map												
E.2) Review and screen analysis of Island Line Centers as regional TDR recovery areas to determine transfer status	Report summarizing results of TDR economic analysis and recommendations for appropriate transfer status												
E.3) Develop draft code for a city TDR program that incorporates in-city TDR recovery sites and county-based TDR recovery sites	Draft TDR program regulations/code												
E.4) Develop an interlocal agreement (ILA) that identifies Island Line Centers as a Regional TDR recovery site, draft ILA ordinance	(1) Final TDR ILA and ordinance, and (2) Council ordinance and action on final TDR ILA and ordinance												
Task F. City of Puyallup													
F.1) Identify how regional TDRs can be used in the Downtown Regional Growth Center (RGC) through sub-area 1-2	Recommendation as to how Downtown RGC could be used as a regional TDR recovery site												
F.2) Review RGC sub-area plan/Map Element to identify the Downtown RGC as potential regional TDR recovery site	(1) Amended City Development Element with regional TDR policies, (2) Council ordinance and action on the amended DE Element												
F.3) Prepare EIR and Planned Action SEPA that includes the evaluation of the Downtown RGC as a regional TDR recovery site	(1) Final EIR and SEPA ordinance, (2) Report Amending TDR-related development capacity potential, (3) Council ordinance and action on the Planned Action SEPA ordinance												
F.4) Develop interlocal TDR agreement (ILA) that identifies the Downtown RGC as a regional TDR recovery site, draft ILA ordinance	(1) Final TDR ILA and ordinance, and (2) Council ordinance and action on final TDR ILA and ordinance												
Element 2. Identify, Prioritize and Stage County TDR Recovery Sites													
Task A. King County will identify, map, and prioritize ecologically important recovery sites using Ecology's Watershed Characterization	Map of high-priority TDR recovery sites												
Task B. Pierce County will identify, map, and prioritize ecologically important recovery sites using Ecology's Watershed Characterization	Map of high-priority TDR recovery sites												
Element 3. King and Pierce TDR Bank Acquisition of development rights													
Task A. King County will engage priority TDR recovery site landowners and negotiate the terms of the conservation easements	conservation easements and negotiated deals with landowners												
Task B. King County will acquire priority TDR recovery sites in King County	agreements of recovery sites and TDR transfer sites established												
Task C. King County will share income with the landowners and deal negotiators to close on transactions	signed conservation easements - land protected												
Task D. Pierce County will engage priority TDR recovery site landowners and negotiate the terms of the conservation easements	conservation easements and negotiated deals with land-owners												
Task E. Pierce County will acquire priority TDR recovery sites in Pierce County	agreements of recovery sites and TDR transfer sites established												
Task F. Pierce County will share income with the landowners and deal negotiators to close on transactions	signed conservation easements - land protected, bank capitalized												
Element 4. Outreach and Selling of City-County TDR to Other Jurisdictions													
Task A. King and Pierce will coordinate and convey info at monthly meetings with Regional TDR Partners, info posted on website	info posted on website and included in Regional Program materials												
Task B. King and Pierce will engage elected officials, planning staff, and city managers of Clark, Deschutes, Hood, Willamette, and University Parks	1 presentation to 1 office in regional TDR partnership												
Element 5. Grant Administration with Partners and Performance Management													
Task A. King County will administer the contract with EPA, and administer contracts with Sub-recipients	quarterly meetings with partners and semi-annual meetings with EPA												
Task B. Pierce County will assist King County in the administration of contracts with the cities of Tacoma and Puyallup	semi-annual program reports, quarterly meetings and partner performance management												
Task C. King and Pierce Counties will collaboratively disseminate performance measures and produce performance reports	semi-annual performance report and Final Performance Report												

Gray shading denotes task timeline (start and finish)
 Note: Unless otherwise noted, Task Deliverables are due at the end of the specific task timeline
 A = Adoption Action Taken
 R = Report
 M = Meeting
 O = Outreach

Exhibit 1
Original Photograph of [illegible]



ORIGINAL

Exhibit C

Complete Project Logic Model

LOGIC MODEL

Inputs		Grant Outputs		Grant Outcomes	
EPA Funds	Eligible Match	Work Elements	Deliverables	End of Grant	Long Term
\$545,000	\$183,875	<p>Element #1 Develop 4 specific city-county TDR Interlocal Agreements (ILAs) and ordinances, develop 2 new city TDR programs</p>	<p>(1) 4 TDR interlocal agreements and ordinances, for city council consideration / action, which include city-county TDR components in receiving site development regulations, (2) 1-2 new in-city TDR programs</p>	<p>Four city and county adopted TDR interlocal agreements; City-county TDR linked with Low Impact Development (LID) in cities</p> <p>Designation of in-city regional receiving sites will capture and increase future developer demand for TDRs</p> <p>Creates and scales the opportunity for permanent land protection via TDR (i.e. by harnessing the private sector overtime)</p>	<p>Successful and exportable regional TDR models for other jurisdictions across Puget Sound</p> <p>Establishment of well-functioning TDR markets will generate the protection of significant acres of intact habitat, and decrease the risk of conversion and amount of future impervious surface on large amounts of watershed lands - all at minimal public expense</p>
\$20,000	\$11,000	<p>Element #2 Identify, Prioritize and Map Pierce and King County Sending Sites for transfer and TDR bank acquisition</p>	<p>Map of priority TDR sending sites in King and Pierce County based on WA Department of Ecology watershed characterization analysis</p>	<p>Ensures effective expenditures of County acquisition funds for optimal ecological impact</p>	<p>Ensures the most important ecological lands are being protected via TDR</p>
\$410,000	\$131,125	<p>Element #3 King and Pierce County TDR Bank acquisition of development rights from priority properties.</p>	<p>Pierce and King County Banks capitalized with \$410,000. Revolving funds established for on-going future development right acquisition and land protection in both counties</p> <p>Permanent protection of ecologically important near-shore and upland watershed acreage</p>	<p>TDR Banks will facilitate/support the early stages of the newly created city-county TDR markets by bridging the time gap between willing sellers and willing buyers to provide an initial supply of available TDRs.</p> <p>Continued ecological function of nearshore and upland habitats important to the Puget Sound ecosystem that face immediate risk of conversion</p>	<p>TDR Bank revolving funds leverage EPA funds many time over into the future to generate significant amounts of land protection</p> <p>Improved ecological health and water quality of Puget Sound</p>
\$0	4,000	<p>Element 4. Outreach and scaling of city-county TDR to other jurisdictions</p>	<p>Transfer of information to Regional TDR partners to include in Regional Program presentations and forums. Marketing information on project team websites</p> <p>3 presentations to the cities of Black Diamond, Federal Way, and University Place re the potential for city-county TDR partnerships</p>	<p>Effective scaling of city-county TDR to other jurisdictions building upon the success of the Within-WRIA city-county TDR project</p>	
\$25,000		<p>Element 5 Grant Administration to Partners/Subcontractors</p>	<p>Performance documentation, quarterly meetings, and annual status report</p>	<p>Partner tasks completed on time and deliverables produced; Grant funds distributed to project contractors; timely and effective completion of grant</p>	
\$1,000,000	\$330,000	Output Measures		Outcome Measures	
		Number of city-county TDR interlocal agreements completed for council action		Number of city TDR programs and city-county TDR interlocal agreements adopted and implemented to enable continued ecological preservation and vibrant urban development through TDR.	
		Number of city TDR programs completed for council action		Number of jurisdictions, outside of this grant, interested in pursuing TDR efforts	
		Number of acres, and ecological quality, of land protected via initial TDR Bank acquisitions		Number of acres of permanently protected ecologically-important sending sites through TDR, which will be monitored perpetually as required by easements	
		Number of dwelling units removed from initial priority sending sites		Continued ecological function of protected nearshore and upland habitats measured through easement enforcement	
		Reproducible TDR models for other local governments in the Puget Sound Region		Number of development rights (TDRs) and/or dwelling units transferred into cities from counties	
		Coordination with Regional Partners to transfer TDR model information in Regional presentations and forums; 3 presentations to 3 additional potential TDR cities		Establishment of TDR Bank revolving funds - i.e. generation of Bank revenues through sale of previously purchased TDRs	
				Number of in-city TDR receiving site units built in accordance with LID principles; and level interest by other jurisdictions for TDR/urban LID projects	

Exhibit D

City of Tacoma			
Project Tasks	Task Deliverable	Contract Budget	Local Match
Element 1 Task E (1): Identify county-based TDR sending areas Council study session re potential county-based TDR sending areas of interest	Council-approved county-based TDR sending site areas of interest identified on county maps	\$10,000	\$10,000
Element 1 Task E (2): Economic analysis of Mixed Use Centers as regional TDR receiving areas to determine feasible transfer ratios	Report summarizes results of TDR economic analysis and recommendations for appropriate transfer ratios	\$39,000	\$10,000
Element 1 Task E (3): Develop draft code for a city TDR program that incorporates in-city TDR sending sites and county-based TDR sending sites	Draft TDR program regulations code	\$20,000	\$20,000
Element 1 Task E (4): Develop an interlocal agreement (ILA) that identifies Mixed Use Centers as a Regional TDR receiving site; draft ILA ordinance	(1) Final TDR ILA and ordinance, and (2) Council consideration and action on final TDR ILA and ordinance	\$40,000	\$12,775
	Total Direct Cost	\$109,000	\$52,775

Exhibit B

Item	Description	Quantity	Unit Price	Total Price
1
2
3
4
5
6
7
8
9
10

ORIGINAL

Exhibit E

Requisition for Payment

To: King County
 Dept Natural Resources and
 Parks; Water and Lands
 Resources Division
 210 South Jackson St
 Suite 600 Seattle WA 98104
 Attention Sheri Coen

From:

Project Title: Within-WRIA County-to-City Transfer of Development Rights from Near-shore and Upland Habitats of Puget Sound Watersheds

Project Agreement Number: **D40541D**

Invoice Period: From _____ to _____

Items of Basic Expense	Current Expense	Total Expense to Date	Contract Budget
In-kind Match XXX% complete (X hrs @ \$YYY/hr)	\$	\$	\$
XX \$ of other in kind contribution			
Billable Expense XXX% complete (X hrs @ \$YYY/hr)	\$	\$	\$
Total Requisition this Period	\$	\$	\$

hourly rate includes wage and fringe benefits only (fringe includes retirement, healthcare, and leave). Indirect costs are not to be included

I certify that the expenses listed above have been properly incurred in the accomplishment of the services of this agreement. Attached are copies of timesheets and payroll records indicating billable and in-kind staff time devoted to work on the Project, invoices from professional consultants for services rendered, an itemized listing of charges supported by timesheets, invoices, original bills, expense accounts, and miscellaneous supporting data retained by the City of Tacoma, and evidence of other in kind monetary contributions.

Month, day, 2010

Name, Title

Date

Exhibit F

Quarterly Progress Reporting Template

Transfer of Development Rights

To: Darren Greve
King County
Water & Lands Resources
201 S. Jackson
Suite 600

From:

Project Title: Within-WRIA County-to-City Transfer of Development Rights from Near-shore and Upland Habitats of Puget Sound Watersheds

Project Agreement Number: **D40541D**

The reporting template consists of two parts – a task table and a budget table. In the task table, the "Discussion of work done in reporting period" column should include a description of work completed for each task, the # of hours that are billable for each task and # of hours that were devoted as in-kind staff time for each task.

Invoice and Reporting period:

From _____ to

I. TASK TABLE	
SUBAWARDEE SPECIFIC TASKS	DISCUSSION OF WORK DONE IN REPORTING PERIOD (by Quarter)
Element 1 Task XX	(1) X hrs billable / Y hrs in-kind: XXXXXXXX
	(2) X hours billable / Y hrs in-kind: XXXXXXXX
	(3) etc.
	X billable / Y hours in-kind: XXXXXXXX
	X billable / Y hours in-kind:
	X hrs billable / Y hours in-kind:

II. BUDGET TABLE

Section 1

Section 101 - General Provisions

Section 102 - Definitions

Section 103 - Purpose and Scope

Section 104 - Administration and Enforcement

Section 105 - Short Title

Section 106 - Severability

Section 107 - Effective Date

Section 108 - Repeal of Existing Laws

Section 109 - Construction

Section 110 - Savings Clause

Section 111 - Transition Period

Section 112 - Miscellaneous Provisions

Section 113 - Final Provisions

Section 114 - General Provisions

Section 115 - Definitions

Section 116 - Purpose and Scope

Section 117 - Administration and Enforcement

Section 118 - Short Title

Section 119 - Severability

Section 120 - Effective Date

ORIGINAL

CURRENT EXPENSE FOR REPORTING PERIOD	TOTAL EXPENSE TO DATE	CONTRACT BUDGET
In-kind \$ _____ (X hrs @ \$Y/hr) <i>hourly rate includes hourly wage and fringe benefits only (fringe benefits = retirement healthcare, leave). Indirect costs are not to be included</i>	\$	\$
Billable Expense \$ _____ (X hrs @ \$Y/hr) <i>hourly rate includes hourly wage and fringe benefits only (fringe benefits = retirement healthcare, leave). Indirect costs are not to be included</i>	\$	\$

I certify that the expenses listed above have been properly incurred in the accomplishment of the services of this agreement.

Name, Title
Date

DATE	DESCRIPTION	AMOUNT

ORIGINAL

Holecek, Linda

From: Jorgensen, Mary
Sent: Thursday, October 28, 2010 10:42 AM
To: Holecek, Linda
Subject: RE: Tom Beaver's Elliot Bridge 2010 SRFB-PSAR Grant

Hi Linda,

It can wait until Sarah returns. I would like to know that it has been sent to Marc Duboiski by next Wednesday as I discussed the timeline with him and the sooner the better so it can get returned back to King County as a contract and then returned again to RCO.

Mary

Mary Jorgensen
WRIA 8 Actions and Funding Coordinator
206 296-8067

From: Holecek, Linda
Sent: Thursday, October 28, 2010 9:37 AM
To: Jorgensen, Mary
Subject: RE: Tom Beaver's Elliot Bridge 2010 SRFB-PSAR Grant

Mary,
Do you know when this is needed by? Sarah is out until Monday.

Linda

From: Jorgensen, Mary
Sent: Wednesday, October 27, 2010 2:19 PM
To: Ogier, Sarah; Holecek, Linda; Burke, Steven-J
Subject: FW: Tom Beaver's Elliot Bridge 2010 SRFB-PSAR Grant
Importance: High

Hi All,

I checked with Marc Duboiski, RCO, and he will need the Acquisition Milestone Worksheet before Tom returns on November 15th. Once Marc gets this form RCO can draw up the contract that needs to come back to King County for signature and then back to RCO for finalization before November 30th - or the funds are in danger of being taken by the legislature (they are looking for \$50M).

Please fill out this form and send to Marc Duboiski (e-mail is below).

I am happy to track something down if I hear about it soon. I will be out from Friday 11-5 to 11-12.

Mary

Mary Jorgensen

ORIGINAL

WRIA 8 Actions and Funding Coordinator
206 296-8067

From: Jorgensen, Mary
Sent: Tuesday, October 12, 2010 6:22 PM
To: Ogier, Sarah; Holeccek, Linda; Burke, Steven-J
Cc: 'Marc.Duboiski@rco.wa.gov'
Subject: Tom Beaver's Elliot Bridge 2010 SRFB-PSAR Grant

Hi All,

Tom's Elliot Bridge grant has been approved for funding. Marc Duboiski, RCO Grant Manager will need the attached form filled out in order to get the contract out asap. This PSAR funding is on a fast track to insure that the legislature does not take the funding back.

Linda – I think your group may have the best idea of the acquisition dates and a realistic timeline for Tom's next target Elliot parcel in order to complete the columns in the worksheet. This is the Fannie Mae parcel - the purchase is underway? Please let me know if there is information that you need from me about the grant. Thanks!

Steven – It looks like Tom has \$2000 in the budget for noxious weed control. Please provide the information needed for the Milestone worksheet – Thanks!

Please return to me and I'll try to complete any missing lines and then send on to Marc.

Thank you,

Mary

Mary Jorgensen
WRIA 8 Actions and Funding Coordinator
206 296-8067

From: Duboiski, Marc (RCO) [<mailto:Marc.Duboiski@rco.wa.gov>]
Sent: Thursday, October 07, 2010 2:10 PM
To: Jorgensen, Mary
Subject: FW: 2010 SRFB-PSAR Grant

I just received Tom's "out-of-office" reply. So, I'm forwarding the e-mail below onto you.

FYI, I don't have good news about the Renton South Lake Washington proposal. The last I heard it was going to be a POC, but I have not seen the final comment form write-up. We'll be sending those out tomorrow PM...I think. There will be another comment period between 10/8 and 10/27 to try and address whatever their next write-up says.

Marc Duboiski
(360) 902-3137



ORIGINAL

From: Duboiski, Marc (RCO)
Sent: Thursday, October 07, 2010 2:02 PM
To: 'tom.beavers@kingcounty.gov'
Subject: 2010 SRFB-PSAR Grant

Tom,

Good afternoon. We are trying to get all our PSAR and state funded grants under agreement (signed by both parties) by 11/30/10. Please see the attached milestone worksheet for your Cedar River Elliot BR Reach II acquisition grant that the SRFB is funding later this afternoon. Please fill out and return to me so I can draft a contract to e-mail back to you.

If you have any questions, then please call me.

Thank you.

Marc Duboiski
(360) 902-3137



THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO
LIBRARY

THE UNIVERSITY OF CHICAGO
LIBRARY

ORIGINAL