

# AGENDA REQUEST FORM

**Return completed form to: Clerk of the Board  
Yakima County Commissioners' Office, Room 232**

From: Lisa Freund

Dept. Public Services

Agenda Date: 11/17/2020

BOCC Agreement

008-2020

\*Consent Item?  Yes  No

\*Items over \$500,000 are not eligible for Consent Agenda, Yakima County, WA  
Commissioners reserve right to move items to/from Consent Agenda

Presenter \_\_\_\_\_

Check one:	<input type="checkbox"/> Resolution	<input type="checkbox"/> Proclamation	<b>Agreement/Contract:</b> (Check one)
			<input checked="" type="checkbox"/> Non-grant
	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Presentation	<input type="checkbox"/> Grant

Financial Impact:      (A)  N/A (no impact)      (C)  \$100,000 to \$500,000  
   (B)  Under \$100,000      (D)  Over \$500,000

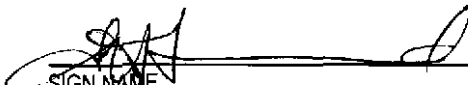
Document Title: In the matter of executing a landowner agreement with the North Yakima Conservation District

Identify Vendor: \_\_\_\_\_

Description of Item's Purpose/Outcome:

Executed landowner agreement with North Yakima Conservation District

Lisa Freund DF  
PRINT NAME

  
SIGN NAME  
(Signature Required for All Items)  
Elected Official / Department Head Signature

**Attorney Signature  
On Contracts**

Yes  Proceed to Agenda

No  Return to Department

**(BOCC Office Use Only)**

Ordinance # \_\_\_\_\_

Resolution# \_\_\_\_\_

Agreement BOCC# \_\_\_\_\_

~~008-2020~~**Landowner Agreement**

Yakima County, WA

**For Projects Funded by: Washington Department of Ecology****Water Quality Combined Funding Program**

This Agreement, dated and effective beginning the date of last signature, is made and entered into by and between the Landowner and Recipient identified herein. The parties intend that all terms of this Agreement shall remain in effect until July 1, 2032, and the agreement shall be binding on all successors in interest during this time.

**Grant Recipient Information**

Organization <b>North Yakima Conservation District</b>	Project Manager <b>Brian Schmidt</b>	Grant Number <b>WQC-2020-NoYaCD-00003</b>
Address <b>1606 Perry St, Suite C, Yakima, WA 98902</b>	Phone <b>(509) 454-5743 x8557</b>	Email <b>Brian- schmidt@conserveva.net</b>

**Landowner**

Name or Organization <b>Yakima County (County)</b>	Street Address <b>128 N 2nd Street, Fourth Floor Courthouse, Yakima, WA 98901</b>
Site Name (s) – for reference purposes <b>Trout Meadows, Ramblers/N-1, Eschbach Park, N- 9</b>	Phone <b>(509) 574-2300</b>

**Purpose of Landowner Agreement**

The purpose of this Agreement is to identify and confirm the terms, conditions and obligations agreed upon between the Recipient, who is undertaking a project (Project) funded by the Washington Department of Ecology (Ecology), and the Landowner, who owns the property on which the Project will take place.

The Recipient and Landowner mutually agree to participate in conducting the water quality improvement activities described below on lands owned by Landowner in Naches - 38 Watershed (Water Resource Inventory Area), Yakima County, State of Washington. Tax Parcel Numbers listed below by project site:

Trout Meadows

181306-12405

Ramblers/N-1

181305-44411, 181309-22004

Eschbach Park

171424-33001, 171425-21002, 171425-24003, 17425-24002, 171425-21003, 171425-13409

N-9

171404-31004, 171404-31016, 171404-420023 owned by Yakima County,

The activities also are described in, and in accordance with Ecology's Project Agreement No. WQC-2020-NoYaCD-00003 into which this agreement, once signed by both parties, becomes incorporated herein. This Landowner Agreement must be fully signed by Recipient and Landowner before implementation of the project begins, to be eligible for reimbursement by Ecology.

**The Recipient Agrees to:**

1. Be responsible for the design and installation of the project, and the conduct and activities of its staff, agents, and representatives. Recipient will provide Landowner with an opportunity to review and approve of Riparian Planting Plans and Noxious Weed Management Plans prior to implementation.
2. Provide the Landowner with a timeline of estimated dates of Project activities, including start and completion dates, and to keep the Landowner informed of progress.
3. Conduct the project-related activities described in the Project Description, as appended to this agreement.
4. Leave all remaining portions of the property in as near pre-project condition as reasonable, or as otherwise agreed upon in writing with Landowner.
5. Inform Landowner of project completion and the dates for this Agreement.
6. Hold harmless the landowner from any liability associated from injuries or damages occurring to workers implementing the project.
7. Identify the specific maintenance and/or monitoring activities that will be provided by Recipient in Attachment A (include frequency and duration).

**The Landowner Agrees to:**

1. Provide reasonable property access to the Recipient to plan, implement, and complete the project, and to conduct the long-term maintenance and monitoring activities, as described in the Project Description attached to this agreement.
2. Provide the Recipient and Ecology, or their employees, agents, representatives, contractors, or assignees, the right to enter the land, at reasonable times, and upon reasonable notice. Entry is solely for project implementation and management purposes, to inspect completed work, and to monitor long-term success of the completed project. Except in case of emergency, reasonable notice shall be given at least 48 hours before entry.
3. Not intentionally compromise the integrity of the project. The Yakima County Flood Control Zone District reserves all rights and authorities related to maintenance and emergency protection of flood protection works (levees, berms).
4. Inform Recipient of all known safety hazards on the property.

Landowner has no obligation to provide access to parties other than the Recipient or Ecology, or their employees, agents, representatives, contractors, or assignees. For the purposes of viewing the Project for information or educational purposes, Landowner and Recipient must mutually agree before such third-party access is offered.

## General Terms

The Landowner shall notify the Recipient of changes in ownership of the property on which the Project is located within thirty (30) days of transfer. In the event of such transfer of ownership, the Landowner shall provide a copy of this Agreement to the succeeding owner prior to such transfer. The Landowner's written notification to the Recipient will include the name of the new landowner. The sponsor then will contact the new landowner to determine whether or not the landowner agrees to continue the landowner's specific maintenance, monitoring, and reporting responsibilities as described in Attachment A (if applicable), and to not intentionally compromise the integrity of the project. If the new landowner agrees, please provide a copy of the new landowner-signed statement to continue the landowner's monitoring, maintenance, and reporting responsibilities as described in Attachment A.

To comply with Executive Order 05-05, Archaeological and Cultural Resources, Recipients may have to complete a cultural resources survey in response to any cultural resources concerns that might arise. Recipients will notify the landowner if a consultation is required. If required, consultations must be completed before construction begins.

This agreement may be terminated by the Recipient, if in its discretion, it determines that circumstances have rendered the Purpose of this agreement impractical to achieve. Termination also may be sought by either party by providing written notice to the other party. Such termination shall be effective only after authorized representatives of both parties have agreed in writing to such termination and Ecology has been provided a thirty (30) day advance written notice of such termination. If, in the event the project is intentionally removed, destroyed, or otherwise compromised in function, or if successor Landowners do not agree to the terms of this Agreement, Ecology reserves the right to seek remedy which requires the project sponsor to provide a new restoration site to serve as replacement.

This Agreement does not authorize the Recipient or Ecology to assume jurisdiction over, or any ownership interest in, the premises. The Landowner retains sole responsibility for taxes, assessments, damage claims, and controlling trespass. The Landowner also retains all benefits and enjoyment of the rights of ownership except as are specifically provided in this agreement.

Water Quality Protection and Restoration

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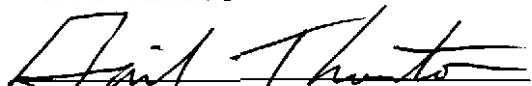
**IN WITNESS WHEREOF**, the parties have executed this Agreement.

**Recipient:** North Yakima Conseration District

**Date:** mm/dd/yyyy

NORTH YAKIMA CONSERVATION DISTRICT

12/18/2019

  
Gail Thornton, Chair

**Landowner:** Yakima County

**Date:** mm/dd/yyyy

BOARD OF YAKIMA COUNTY COMMISSIONERS

\_\_\_\_\_  
Ron Anderson, Comissioner

\_\_\_\_\_  
Vicki Baker, Commissioner

\_\_\_\_\_  
Attest: Melissa Paul  
Clerk of the Board

\_\_\_\_\_  
Norm Childress, Commissioner  
*Constituting the Board of County Commissioners  
for Yakima County, Washington*

Approved as to form:



Deputy Prosecuting Attorney

BOCC Agreement

**008 - 2020**

Yakima County, WA

Upload a signed copy of this Agreement, and any amendments to this Agreement in EAGL (Ecology Administration of Grants and Loans system).

**(Attachment A)**

**Scope of Work**

1. Trout Meadows and Ramblers Park N-1:

A. The RECIPIENT will implement riparian buffer vegetation establishment across 8 acres and along 9,500 feet of primary and secondary side channels, and mainstem Naches River. The RECIPIENT will prepare and install 2,500 native riparian trees, shrubs, and/or grasses and maintain a proper functioning buffer of at least 75 feet.

The breakout is as follows:

TROUT MEADOWS will have 5 acres of riparian buffer vegetation establishment with 3,700 feet of primary and secondary side channels, and 2,500 feet of Naches River mainstem streambank. The RECIPIENT will prepare and install 2,000 native riparian trees, shrubs, and/or grasses and maintain a proper functioning buffer of at least 75 feet.

RAMBLERS PARK N-1 will have 3 acres of riparian buffer vegetation establishment with 1,000 feet primary and secondary side channels, and 2,300 feet of Naches River mainstem streambank. The RECIPIENT will prepare and install 500 native riparian trees, shrubs, and/or grasses and maintain a proper functioning buffer of at least 75 feet.

B. The RECIPIENT will implement noxious weed treatment, enhancement, and maintenance across 50 acres of floodplain, which includes the 8 planted acres (item A). This will maximize the growth of both installed and existing native plants.

The breakout is as follows:

TROUT MEADOWS will have 40 acres of floodplain managed for herbaceous weed control, enhanced, and maintained which includes the 5 planted acres.

RAMBLERS PARK N-1 will have 10 acres of floodplain managed for herbaceous weed control, enhanced, and maintained which includes the 3 planted acres. The RECIPIENT will meet all cultural resource review process requirements. This has been met for properties, Ramblers Park and Trout Meadows.

C. The RECIPIENT will develop a Riparian Planting Plan to be reviewed and approved by County using a template provided by the ECOLOGY Project Manager. This plan will be submitted to the Project Manager for review and approval, then signed and uploaded to EAGL prior to implementation.

D. The RECIPIENT will complete an ECOLOGY Best Management Practices (BMP) Approval Form.

E. The RECIPIENT will install riparian buffers that comply with the requirements found in Appendix G of the Funding Guidelines State Fiscal Year 2020.

### 2. Eschbach Park and N-9 Enhancement:

A. The RECIPIENT will conduct noxious weed treatment, install supplemental vegetation, and maintain existing plantings across 45 acres of floodplain and along 5,400 feet of side channels and pilot channels on Eschbach Park and N-9 levee along the Naches River. Eschbach Park project site is a continuation of prior water quality grant (#WQC-2016-NoYaCD-00197) with the recipient and N-9 levee site is a continuation of a Floodplain By Design grant with the landowner (Yakima County). Noxious weed treatment and maintenance of existing plantings will occur approximately four times per year across a riparian buffer area greater than 75 feet.

The breakout is as follows:

ESCHBACH PARK will have 37 acres of floodplain treated for noxious weed reduction, and maintained in areas of existing plantings. Maintenance will include a proper functioning buffer of at least 75 feet. This area includes 1,600 feet of side channel. Supplemental vegetation will be applied by installing 100 native riparian trees, shrubs, and/or grasses; and grass seeding 2 acres.

N-9 LEVEE site will have 6 acres of floodplain treated for noxious weed reduction, and enhanced in areas of existing plantings. This area includes 3,800 feet of pilots channels. Enhancement will include a proper functioning buffer of at least 75 feet. Additional vegetation will be applied by installing 100 native riparian trees, shrubs, and/or grasses.

B. The RECIPIENT will develop an N-9 levee site Noxious Weed Management Plan. This Plan will be reviewed and approved by the Landowner prior to implementation.

The RECIPIENT will continue to implement the existing Noxious Weed Management Plan for Eschbach Park.

C. The RECIPIENT will monitor weed presence on the site utilizing the methodology outlined in the N-9 levee site Noxious Weed Management Plan.

### **Maintenance and Monitoring**

#### Trout Meadows, Ramblers Park, Eschbach Park, N-9:

The RECIPIENT will maintain plantings for the entire agreement period, which includes mulching, weed control, watering, and animal browse protection. The RECIPIENT will maintain plants for a period of three years to fully establish the plantings and ensure plant survival.

The RECIPIENT will monitor plant survival and health of the entire planting site utilizing the methodology outlined in the Riparian Planting Plan(s). The RECIPIENT will utilize adaptive management to adjust maintenance and replace dead plants as necessary. A final assessment will be reported to ECOLOGY as a portion of the RECIPIENT Closeout Report.

