



MONROE CITY COUNCIL

Agenda Bill No. 19-194

SUBJECT:	Authorize Mayor to Sign Subgrant Agreement with Forterra NW for River Interpretive and Wayfinding Signage Project
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DATE:	DEPT:	CONTACT:	PRESENTER:	ITEM:
09/24/2019	Parks and Recreation	Denise Johns	Denise Johns	Consent Agenda #4

Consent: 09/24/2019
Attachments: 1. Subgrant Agreement

REQUESTED ACTION: Move to authorize the Mayor to Sign the Subgrant Agreement with Forterra NW for the River Interpretive and Wayfinding Signage Project; and authorize further minor revisions as deemed necessary or appropriate.

POLICY CONSIDERATIONS

The policy question for the City Council is whether to sign a Subgrant Agreement with Forterra NW for river interpretive and wayfinding signage at public access points in Monroe.

DESCRIPTION/BACKGROUND

The City received notice of a successful application \$20,000 in grant funding for Interpretive and Wayfinding Signage (Project) to initiate implementation of the Skykomish-Snohomish Rivers Recreation Concept Plan (Plan). The City of Monroe actively participates in developing the Plan, including its wayfinding and regulatory signage, and 'Access Point' Development. This Project is needed to promote the Plan's goals to promote river stewardship, safety, and sustainable recreation.

The Project will fund the design, purchase, and installation of two interpretive stations which will provide information regarding best practices for accessing and recreating within a wild, salmon-bearing river; safe personal use; and rules regarding boater's responsibilities at Lewis Street Park and Lewis Street, Department of Fish & Wildlife's boat launch facility. The project supports the Plan's state 'Early Action Priorities' by providing educational materials on river etiquette, regulatory and safety information, ecological stewardship, and the 'Leave no Trace' ethic. As a means to promote river access by diverse populations, the Project will provide information in multiple, gender-neutral languages. The grant project is expected to be completed by spring, 2020.

This project is vitally important to promote river safety, resources stewardship, and supports inclusion of diverse communities.

FISCAL IMPACTS

Grant award is \$20,000 which will cover translation fees, fabrication, and delivery. Parks staff will assemble and format existing interpretive information prior to fabrication, and City installation crews will prepare the site and install prepared signage. Currently, both the grant and associated costs are included in the 2020 Mayor's Proposed Budget. There is no net cost to the City.

TIME CONSTRAINTS

Execution of the grant award will allow for the project to proceed. The project timeline under the grant agreement is to design and fabricate the information kiosks winter/spring 2020 and to install the kiosks during summer 2020.

ALTERNATIVES

Do not authorize Mayor to sign Subgrant Agreement with Forterra NW for river interpretive and wayfinding signage. Direct staff to seek other funding opportunities to achieve same initiative.

SUBGRANT AGREEMENT

This SUBGRANT AGREEMENT (“Agreement”) is made effective as of _____, 2019 (“Effective Date”), by and between Forterra NW, a Washington nonprofit corporation (“Forterra”), having an address of 901 5th Ave., Suite 2200, Seattle, WA 98164, and the City of Monroe, a Washington municipal corporation, by and through its Department of Parks and Recreation (“Subgrantee”), having an address of 806 West Main Street, Monroe, WA 98272. Forterra and Subgrantee may be hereafter referred to individually as “Party” and collectively as the “Parties.”

RECITALS

A. Forterra is party to a grant agreement (“Grant Agreement”) with Kaiser Foundation Health Plan of Washington, dated December 1, 2017, attached as **Exhibit A** (“Grant Agreement”).

B. In carrying out its activities under the Grant Agreement, Forterra will disburse funds to Subgrantee for the work (“Project”) described in the application and/or other project document(s) submitted by Subgrantee and attached as **Exhibit B** (“Project Document”).

C. This Agreement sets forth the terms and conditions upon which Subgrantee will perform the Project work in furtherance of the purposes of the Grant Agreement.

AGREEMENT

Forterra and Subgrantee agree as follows:

1. Project Funds and Compliance

1.1 Funds Payment. Forterra will disburse funds (“Funds”) to Subgrantee in an amount not to exceed \$20,000.00, as described in the Project Document. Subgrantee will refund any unused portion of the Funds if Subgrantee does not complete its work as described in, and on the timeframe set out in, the Project Document, unless written extension is provided in advance by Forterra, which extension shall not exceed the term of the Grant Agreement.

1.2 Use of Funds. Subgrantee will use Funds solely as described in the Project Document. Subgrantee will not use Funds or any income earned from investment of Funds to influence any election, to engage in any political or other activity that is prohibited by Internal Revenue Code Section 501(c)(3), or to support any person or organization engaged in terrorist activity.

1.3 Report and Materials. Subgrantee will provide such reports, documents, and royalty-free licenses as contemplated by the Project Document or as Forterra may otherwise request in connection with Project execution and compliance with the Grant Agreement. Subgrantee acknowledges that Forterra is relying on information provided by Subgrantee for purposes of complying with the Grant Agreement and for other matters relating to the Project.

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1.4 Compliance with Grant Agreement. Subgrantee will comply with all provisions of the Grant Agreement relevant to the Project and related activities, including funds use, reporting, licensing, open-access, and attribution requirements. Subgrantee will be bound to Forterra to the same extent that Forterra is bound by to the grantor under the Grant Agreement. If there are any inconsistencies between the Grant Agreement and this Agreement or the Project Document, the Grant Agreement will control.

2. Project Execution

2.1 Project Activities. Subgrantee will carry out the Project in accordance with this Agreement, the Grant Agreement, and applicable law.

2.2 Project Contacts. Forterra and Subgrantee will each appoint one individual to act as the principal contact person and to coordinate activities in connection with the Project. The initial appointees are identified in the Project Document.

2.3 Recordkeeping. Subgrantee will maintain records relating to its Project responsibilities as contemplated by the Project Document and in a manner such that Forterra can evaluate Subgrantee's compliance with this Agreement and the Grant Agreement. Subgrantee will make those records available for review by Forterra on reasonable notice during the term of this Agreement and for a period of three (3) years after its termination. Subgrantee will reasonably cooperate with Forterra in providing information in connection with any funder, financial or tax audit, or similar matter, in which Forterra is engaged.

2.4 External Communications. For consistency of communication, except as contemplated by the Project Document or as required by law, neither Forterra nor Subgrantee will issue any public statement (including statements on its website) relating to the Project, or use each other's trademarks or logo in any promotional materials, or in any website, press release, or public communication, without obtaining the other's prior written consent.

2.5 Responsibility for Actions. Subgrantee will have sole responsibility for planning and carrying out its activities. Subgrantee will have sole responsibilities for hiring, monitoring, and paying any employees, and for its contracts with third parties. Forterra will not assume any liability for the performance by Subgrantee of its contracts or of any of its other obligations. Subgrantee acknowledges that conduct of Subgrantee and its agents, if any, and any other legal obligations of Subgrantee, are the sole responsibility of Subgrantee.

2.6 Confidentiality. Each of Subgrantee and Forterra will use the other's Confidential Information (as defined below) only in connection with activities under this Agreement and will keep it confidential, using at least the same degree of care each uses to prevent the unauthorized use or disclosure of its own confidential information. "Confidential Information" means all information, in any form, relating to one party and furnished to or obtained by the other under this Agreement including, without limitation, employee and client data, personal health or financial data, budget and other financial

SUBGRANT AGREEMENT

data, information about funding, product plans and strategies, technical data and research, and know-how. It does not include information which: (a) is or becomes generally available to the public other than as a result of a disclosure by the receiving party; (b) was known by the receiving party prior to its being furnished by the disclosing party; (c) is or becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party; or (d) is independently developed by the receiving party. All Confidential Information furnished under this Agreement is and will remain the property of the disclosing party. Provided, that notwithstanding the foregoing provisions of this Section 2.6, or any other provision of this Agreement, the Parties mutually acknowledge and agree that: (i) Subgrantee is an “agency” as defined by the Washington Public Records Act (PRA), Chapter 42.56 RCW; (ii) Subgrantee is governed by the public disclosure requirements of the PRA, and cannot lawfully avoid such requirements by contract; (iii) nothing in this Agreement shall be construed as imposing any obligation whatsoever upon Subgrantee to withhold from public disclosure any “public record”, as defined by the PRA, in response to any request therefore; and (iv) nothing in this Agreement shall be construed as imposing any liability upon Subgrantee for any such disclosure.

2.7 Adverse Developments. Subgrantee will notify Forterra promptly of: (a) any changes in Subgrantee’s status as a municipal corporation under state law or as a tax-exempt public charity under Section 501(c)(3) of the Internal Revenue Code; (b) any changes in its senior management team or key personnel responsible for carrying out the Project; (c) loss of other funding, the filing of any litigation, or any other development that has, or could have, a materially adverse effect on Subgrantee’s financial condition, or otherwise materially affect its ability to carry out the Project or its other obligations under this Agreement; or (d) any material changes in Project design or implementation.

3. Insurance and Indemnification

3.1 Insurance. Subgrantee will carry or obtain the insurance, if any, specified in the Project Document. Provided, that such requirement, if any, shall be deemed satisfied by Subgrantee’s continued membership in the Washington Cities Insurance Authority municipal risk pool.

3.2 Indemnification of Forterra. Subgrantee will defend, indemnify, and hold Forterra and Forterra’s directors, officers, employees, agents, and assigns (collectively, “Forterra Parties”), harmless against all third party claims, liabilities, losses, damages, and expenses, including, without limitation, reasonable attorneys’ fees and expenses, plus penalties and interest, any Forterra Party may suffer and which arise directly or indirectly from: (a) Subgrantee’s execution of the Project; (b) Subgrantee’s breach of this Agreement or the Grant Agreement; or (c) actions by Subgrantee that cause Forterra to be in breach of the Grant Agreement. Provided, Subgrantee will have no obligation to indemnify any Forterra Party to the extent the liability is caused by such Forterra Party’s negligence or willful misconduct. Provided further, nothing in this Section 3.2 shall limit any defense, claim, recourse or cause of action Subgrantee may have at law and/or in equity with respect to any other party.

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4. Termination

4.1 Termination by Forterra. Forterra may in its sole discretion terminate this Agreement at any time if (i) Subgrantee uses the Funds for any purpose other than as stated in the Project Document; (ii) Subgrantee makes any misrepresentation in any report or other document delivered or statement made to Forterra; or (iii) the Grant Agreement terminates by reason of grantor action or otherwise. If Forterra takes such action, Forterra will send Subgrantee a written notice to that effect, with the termination effective ten (10) days after Forterra delivers it.

4.2 Effect of Termination. Subgrantee will repay to Forterra any unused portion of the Funds within thirty (30) days after the effective date of termination. In addition, Forterra and Subgrantee will each, upon the request of the other, return or destroy the other's Confidential Information in its possession. Forterra and Subgrantee will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 1.1, 2.3, 2.4, 2.6, 3.2, 4.2, and 5 will survive the expiration or termination of this Agreement.

5. General Provisions

5.1 Entire Agreement. This Agreement, together with the Project Document and any other exhibits, expresses the final, complete, and exclusive agreement between Subgrantee and Forterra, and supersedes any and all prior or contemporaneous written and oral agreements, arrangements, negotiations, communications, course of dealing, or understanding between Subgrantee and Forterra relating to its subject matter. If there are any inconsistencies between the Project Document and this Agreement, this Agreement will control.

5.2 Amendment. This Agreement may be amended only by mutual written agreement of the Parties.

5.3 Severability. If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be considered modified so that it is valid and enforceable to the maximum extent permitted by law.

5.4 Waiver. Any waiver under this Agreement must be in writing and signed by the Party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

5.5 Independence. Forterra and Subgrantee are and will remain independent contracting parties. The arrangements contemplated by this Agreement do not create a partnership, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Forterra nor Subgrantee has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term "partner" or comparable term in any communications is solely for convenience.

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5.6 Assignment. Subgrantee may not assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of Forterra.

5.7 Notices. Notices and consents under this Agreement must be in writing and delivered by mail, hand delivery, fax, or e-mail to the contact persons set out in the Project Document. These addresses may be changed by written notice to the other Party.

5.8 No Third Party Beneficiaries. Except as provided in Section 3.2, this Agreement is for the exclusive benefit of Subgrantee and Forterra and not for the benefit of any third party, including, without limitation, any client, employee, affiliate, subcontractor, or vendor of Subgrantee or Forterra.

5.9 Governing Law. This Agreement will be governed by the laws of the State of Washington.

5.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

Forterra and Subgrantee signed this Agreement as of the Effective Date.

Forterra NW,
a Washington nonprofit corporation

City of Monroe,
a Washington municipal corporation

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

SUBGRANT AGREEMENT

**EXHIBIT A
TO SUBGRANT AGREEMENT**

Grant Agreement

SUBGRANT AGREEMENT

Grantee Organization: Forterra NW

Fiscal Agent (if applicable): N/A

Project Lead(s): Lindsay Fromme Hanna

Grant Amount: \$96,300.00

Grant Term: 01/01/2018 - 08/31/2019

Project Title: Skykomish -Snohomish Rivers Recreation Concept Plan Implementation

Purpose: Develop sustainable whitewater and flatwater river recreation options in Snohomish Count y. providing healthy outdoor experiences for residents and visitors of all skills and abilities.

KPWA funding would also support outreach and engagement with underserved communities in Snohomish, specifically Native American and Latino populations.

This AGREEMENT (the "Agreement") is made and entered into as of December 1st, 2017 ("Effective Date") by and between Kaiser Foundation Health Plan of Washington ("KFHPWA") and Forterra NW, a Washington nonprofit corporation ("Grantee"). KFHPWA and Grantee may each be referred to as a "Party" and collectively as the "Parties."

I. GRANT

KFHPWA is pleased to provide a grant of Ninety-Six Thousand Three Hundred Dollars (\$96,300.00) for the term beginning 01/01/2018 and ending 08/31/2019 ("Grant Term"). The purpose of this grant is to support the development of sustainable whitewater and flatwater river options in Snohomish County as described in this Agreement and in the scope of grant and budget set forth in Exhibit "A" attached hereto (and hereby incorporated into this Agreement) (collectively the "Project"). Following mutual execution of this Agreement, KFHPWA shall release funds to Grantee according to the terms of the payment schedule below. Upon receipt of payment of grant funds, Grantee shall submit written evidence of receipt.

Payment Schedule

Payment Condition	Due Date	Payment Amount	Payment Issue Date
Receipt of signed grant agreement	12/1/2017	\$96,300.00	12/2017

A. Use of grant funds

Grantee agrees to use the grant funds solely for the purposes of the Project. Grant funds may not be expended, loaned, pledged or transferred for reasons other than carrying out the Project without KFHPWA's prior written approval. Grantee may not expend any grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code. Grantee agrees to repay to KFHPWA any portion of the amount granted that is unused at: (i) the grant end date, (ii) grant termination, unless otherwise agreed upon by both parties, or (iii) as may otherwise be specifically provided for herein. Grantee waives its right to receive any grant amounts not yet disbursed at: (i) the grant end date, or (ii) grant termination, unless otherwise agreed upon by both parties.

B. Grant Expenditures. Grantee agrees that the grant fund expenditures will be allocated as specifically itemized in the budget (if any) and that any re-allocations within such budget in excess of ten percent of the total grant amount will require prior written KFHPWA approval.

(i) **Grantee Performance Standards.** An essential element of any project

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is to understand the factors contributing to its overall success, as well as challenges encountered throughout project planning and implementation. Grantee shall provide to KFHPWA regular reports of progress, in a form mutually agreed by the parties, against progress toward achieving the goals of the grant and the quality of work associated therewith and such other performance standards as may be provided for herein. Grantee shall adhere to the report requirements, if any, set forth on the "Payment Schedule" or in Exhibit A and shall keep KFHPWA apprised of any changes that could adversely impact Grantee's performance and timeline of the Project. If KFHPWA is not satisfied with the quality of Grantee's work or the progress toward achieving the goals of the grant, KFHPWA may provide the Grantee with recommendations regarding ways to improve the quality of the work and progress toward achieving the goals of the grant. If in its sole discretion KFHPWA determines Grantee has not fully complied with the terms of this Agreement, or (ii) the Project will not be accomplished KFHPWA may, at its election: (i) withhold any remaining payment of grant funds in accordance with Section III, or (ii) terminate this Agreement.

- C. **Public Access.** Grantee agrees to deliver to KFHPWA copies of any and all work product, results, reports, publications, data and other materials created or developed through the Project (collectively, "Project Work Product"), in a format of KFHPWA's preference. Grantee hereby grants to KFHPWA a royalty free, non-exclusive, non- sublicensable license during and after the Term of this Agreement to use Project Work Product in furtherance of KFHPWA's community health activities. Further, Grantee agrees to deliver to KFHPWA a copy of any third party reports, articles or other publications regarding the Project funded by this grant that are available to the public and, upon request, provide reasonable assistance to KFHPWA to obtain rights to reproduce and distribute such publications.
- D. **Non-discrimination.** Grantee agrees that, in carrying out the objectives supported by this grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, gender identity/expression, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.
- E. **Nonprofit status.** Grantee represents that it is currently and shall remain during the period funded, a nonprofit public benefit corporation exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a local, state or federal government agency eligible to receive charitable contributions as described in the grant proposal submitted. Grantee agrees to notify KFHPWA immediately of any changes in its tax status during the term of the grant.
- F. **Change in Grantee Operations.** Grantee agrees to advise KFHPWA, within three (3) business days of the occurrence, or actual knowledge of the imminent occurrence, of any of the following changes in Grantee's status, any of which shall be grounds for termination by KFHPWA, at its election.
1. A change to Grantee's financial or other condition sufficient, in KFHPWA's sole discretion, to endanger Grantee's ability to continue to perform its obligations under this Agreement, including, without limitation, any revocation, modification or change otherwise to its exempt 501(c)(3) status;
 2. A change to Grantee's organizational mission that, in KFHPWA's sole discretion, substantially reduces the relevance of any grant objectives to

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that mission or, in the case of a general support grant, that support no longer furthers KFHPWA's charitable purposes and priorities;

3. Grantee no longer retains the services of personnel adequate to enable Grantee to continue to perform its obligations under this Agreement;
 4. Grantee's inability to expend grant funds in accordance with Section I.A; or
 5. Any development that significantly and adversely affects the operation of the Project or Grantee, including, without limitation, changes to Project scope of grant or timeline.
- I. **Conflict of interest.** Grantee shall, in connection with the grant submission process, have disclosed to KFHPWA a comprehensive list of Grantee's Directors, Officers and individuals on its governing body and an assessment of their affiliations, if any, to KFHPWA or any of the Permanente Medical Groups and their subsidiaries, for the purpose of identifying and eliminating any possible conflicts of interest. Grantee and KFHPWA agree to promptly disclose any changes to the list of Directors, Officers or individuals on its governing body and their affiliations that may generate a potential conflict of interest during the term of this Agreement to ensure compliance with KFHPWA policy. **Future Funding.** Grantee acknowledges that KFHPWA and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement.

II. PUBLICITY

- A. **Websites and Other Promotional Opportunities.** If referring to the Project on Grantee's website, Grantee will include links to KFHPWA's website and will display KFHPWA's logo and other promotional content, such as recognition of KFHPWA's support of Grantee, both as mutually agreed and in accordance with KFHPWA policy. Grantee will also provide such recognition in possible future publications and in possible future events featuring the Project.
- B. **Grantee Communications with Media/Use of Logo.** If Grantee plans to issue a press release announcing this grant, Grantee agrees to contact KFHPWA at least two weeks before the desired announcement date. KFHPWA must provide advance approval of the press release and the date of release. KFHPWA requests an opportunity to review and comment on subsequent press releases that are directly related to the Grant. In general, KFHPWA does not allow the use of its logo without prior approval.
- C. **KFHPWA Communications with Media and Published Materials.** KFHPWA may periodically publicize Project progress and/or results through public communications (including press releases), reports, website and other materials. KFHPWA and Grantee will mutually agree upon the content of such public communications and materials prior to release. Grantee agrees that KFHPWA may disclose information about the Project and Grantee's organization and use the logo of the Grantee in such communications, provided however, KFHPWA's use of Grantee's name and logo shall be in accordance with any Grantee policy on those matters provided to KFHPWA in writing. Upon request by KFHPWA, Grantee agrees to provide reasonable assistance to KFHPWA to obtain signed publicity waivers from employees, volunteers, and other persons associated with Grantee (for example, for use of photos or video taken by KFHPWA in connection with the Grant or Project). The terms of this provision

survive the expiration of the grant term.

III. GRANT TERMINATION; RIGHT TO MODIFY OR REVOKE PAYMENTS

KFHPWA may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in this Agreement or for Grantee's engagement in willful misconduct or negligence.

Payments made under this grant are contingent upon Grantee's compliance with the terms of this Agreement. KFHPWA reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in KFHPWA's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Agreement, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the grant or any other charitable activities of KFHPWA; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFHPWA or this grant.

IV. INDEMNIFICATION

Each party agrees to defend, indemnify and hold the other party and its officers, employees, directors, owners and authorized agents harmless from and against all third- party claims, suits, damages and liabilities, costs and expenses incurred therewith, including reasonable attorneys' fees, to the extent caused by the negligent or willful act or omission of the indemnifying party, its officers, employees, directors, owners or authorized agents.

V. COMPLIANCE

Grantee agrees to comply with all applicable laws in the use of the grant funds and Grantee's development and operation of the Project. Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFHPWA and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222- 36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

VI. MISCELLANEOUS. This Agreement shall be construed under the laws of the State of Washington. Venue for any action brought hereunder shall be in the Superior Court for King County, Washington. In the event that any suit or action is instituted concerning the Agreement, the substantially prevailing party shall recover all of such party's costs, including, without limitation, the court costs and reasonable attorney's fees incurred in

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each and every such action, suit or proceeding, including any and all appeals or petitions therefrom. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFHPWA. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party. With respect to administration of this grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

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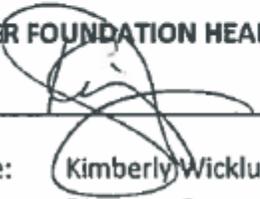
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

FORTERRA NW (Grantee)

By:  Date: 12.21.17

Name: TORY LAUGHLIN TAYLOR
Title: COO

KAISER FOUNDATION HEALTH PLAN OF WASHINGTON

By:  Date: 12/21/17

Name: Kimberly Wicklund
Title: Director, Community Health & Benefit

If you have any questions about this Agreement, please contact Rose Hesselbrock, Community Benefit Program Manager at 206-630-4136.

Please return a signed copy, complete with all required signatures to:

Kaiser Foundation Health Plan of Washington
Attn: Rose Hesselbrock, Community Benefit Program Manager
PO Box 9813,GNW-CIE-
05 Renton, WA 98057-
9813

SUBGRANT AGREEMENT

EXHIBIT B TO SUBGRANT AGREEMENT

Project Document

Name/Affiliation: City of Monroe – Department of Parks and Recreation

Contact Information: Denise Johns

Project Title: Senior Park Planner

1. What is the mission of your entity and how does prior experience support your ability to implement this project?

Answer:

The City of Monroe Parks and Recreation Department Mission is described in its three objectives:

1. Protect and enhance the natural beauty of Monroe through the development of a vibrant system of parks, open space, and trails
2. Providing citizens of all ages positive recreational opportunities in clean, safe, and accessible recreation facilities
3. Enhancing health, quality living, and the natural environment for future generations

The City is seeking funding for its interpretive and wayfinding signage in support of *Skykomish-Snohomish Rivers Recreation Concept Plan* (Concept Plan). With an operating budget over \$1.6 Million, Monroe Parks and Recreation's currently operates, maintains and manages 15 City Parks including all park amenities such as entrance, commemorative, wayfinding and informational signage; public art, utility infrastructure improvements and maintenance; site operations, programming and maintenance.

In addition to operations and management of local city parks, Monroe participates in regional park and conservation planning work with the State of Washington and Snohomish County. Monroe is a coalition member, actively participating in and developing the Concept Plan, Wayfinding and Regulatory signage, and Access Point Development for the Skykomish-Snohomish Rivers Recreation Water Trail. The City is bounded on its southerly edge by the Skykomish River and its adopted Comprehensive Plan Parks and Recreation element identifies access, protection and restoration of it adjacent Skykomish River as top priorities.

2. Requested RFP amount and total project budget (*While not required, please provide details about in-kind or cash match and total project budget if part of a larger funded initiative*):

Answer:

Monroe is requesting \$20,000 for permitting, fabrication, site preparation, and installation of two interpretive signs which will include regulatory, educational, safety and wayfinding information.

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Washington State Parks Boating Program (State Parks) is partnering with the City to promote river safety, reduce injury and fatalities. State Parks is supporting this project by contributing \$5,000 for signage development; educational outreach; and potentially to implement their Life Vest Loaner Program.

3. Identify the project location and alignment with the Skykomish-Snohomish River Corridor? *If project location is not on property owned by your entity, please include a letter of authorization from the property owner.*

Answer:

The project will be installed in two areas in the City of Monroe:

- Lewis Street Boat Launch (Boat Launch), owned and operated by Washington Department of Fish and Wildlife (WDFW). The Concept Plan identified the Boat Launch as 'River Mile Marker 25.0 along the Skykomish-Snohomish River Corridor. Interpretive kiosk and wayfinding signage will be located adjacent to the existing boat launch and parking facilities. Authorization letter from WDFW is attached.
- Lewis Street Park, located at 561 Lewis Street, a local city park with pedestrian access to the river shoreline. Interpretive kiosk and wayfinding signage will be located adjacent to the existing parking area and river outlook.

4. Describe the project and timeline, including project goals, outcomes, tasks/deliverables, and how you will evaluate success?

Answer:

Upon notification of grant award:

Winter 2019

- Task 1 Assemble interpretive information from County of Snohomish Wayfinding and Signage Studies
- Task 2 Develop Memorandum of Understanding with Washington State Parks & Recreation Commission, Boating Program
- Task 3 Hire translators and develop final copy in multiple languages
- Task 4 Develop final interpretive sign layout
- Task 5 Order signs fabrication

Winter-Spring 2020

- Task 6 Fabrication 8-10 weeks
- Task 7 Develop public outreach describing community, water-safety, environmental benefits of project to foster safe and sustainable river recreation.
- Task 8 Outreach to community and School District with emphasis on social equity, water-safety, and to sports, service, and business organizations using City website, social media, and printed material

Spring/ Summer 2020

- Task 9 Site preparation - minor clearing and grading of signage location
- Task 10 Install interpretive and wayfinding signage

Summer 2020 and Ongoing

- Task 11 On-site education series in river stewardship in partnership with WDFW
- Task 12 Maintain signage monthly

SUBGRANT AGREEMENT

Project goals include strategic placement of interpretive information to educate and promote success in stabilizing and restoring native aquatic and riparian habitat in and along the Skykomish River while reducing personal injury to individuals recreating in the river. Signage will provide best practices for reaching and recreating within a wild, salmon-bearing river; safe personal use; and rules regarding boater's responsibilities. Multi-language access and universal symbols on signage will promote safe, responsible access and river use by marginalized communities.

Project outcomes will be evaluated in the increased visitation, especially diverse community members, increased habitat and recreational value and community stewardship of the river.

Success will be evaluated based upon:

1. Successfully directing river activity through designated access points to result in reduced intrusion within the river edge, allowing revegetation and enhanced riparian habitat
2. Effectively reduce river injuries (or deaths) by providing appropriate educational, safety, and regulatory information.

5. How does this project support the Early Actions prioritized in the *Skykomish-Snohomish Rivers Recreation Concept Plan*?

Answer:

The project supports Early Action priorities by providing educational materials in multiple language on river etiquette, precautionary and safety information, water characteristics and the 'Leave no Trace' ethic. Educational information will support river restoration and deter unintended habitat damage and personal injury. Signage serves the purpose of directing use to designated areas, away from sensitive habitat such as river's edge or submerged woody debris which is crucial for salmon spawning.

6. How does this project promote environmental stewardship of the Skykomish and Snohomish Rivers?

Answer:

The project's educational materials will build citizen environmental stewardship first, by providing information about river's aquatic resources, and second, by giving practical rules about river etiquette and best methods to recreate safely without leaving a trace.

Joining with a number of partners accrues value in promoting education and sustainable river recreation. The City has the opportunity to partner with the Monroe School District, Washington State Parks Boating Program, and WDFW to provide an ongoing educational effort about river safety, habitat protection, and stewardship.

7. How does this project serve or promote the priorities of historically marginalized, diverse, or underserved communities? (See examples identified under Funding Priorities above.)

SUBGRANT AGREEMENT

Answer:

Monroe Comprehensive plan's Parks and Recreation Element policy statements to guide inclusive planning and design:

- Offer recreation opportunities on programs responsive to population demographics, cultural qualities and growth needs.
- Conduct a demographics analysis and citizen/user group recreation survey every three to five (3-5) years to establish park service needs.

National Recreation and Park Association defines inclusion as a 'means removing barriers that can deprive some people of the opportunity to enjoy the benefits of parks and recreation'. The Project will remove the language barrier to river access and will be produced in multiple, gender-neutral languages. Signage will include link access to other languages such as Spanish, Mandarin, Japanese, Russian, and Korean and will include international symbols. Information in multiple languages will be provided on the City's website and public outreach brochures geared to community members of diverse backgrounds. Outreach materials will be provided to healthcare providers, faith-based organizations, service groups, and transit agencies.

As a means to social equity Monroe has adopted a 'Complete Streets' ordinance. It will help in equitable community development and programs to ensure all people have safe access to quality parks and river access. Complete Streets offers design guidelines to connect neighborhoods to public facilities and represents a means to social equity by providing greater access to non-drivers and locating services near residential areas.