

**BOARD OF COUNTY COMMISSIONERS
COUNTY OF KITTITAS
STATE OF WASHINGTON**

RESOLUTION NO. 2026- 009

**A RESOLUTION AUTHORIZING CHAIR SIGNATURE TO EXECUTE AN
INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY AND THE
CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION FOR
SPRINGWOOD RANCH STEWARDSHIP VIA WASHINGTON DEPARTMENT OF
ECOLOGY GRANT AGREEMENT**

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington (“RCW”), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and

WHEREAS, in 2023, the Washington State Legislature appropriated funds in the 2023-2025 Budget Proviso for the acquisition of Springwood Ranch for public purposes pursuant to Section 3073 of Engrossed Substitute Senate Bill 5200 (the “Springwood Ranch Legislation”); and

WHEREAS, pursuant to the Springwood Ranch Legislation, on October 31st, 2024 the Trust for Public Lands conveyed portions of Springwood Ranch to Kittitas County, The Kittitas Reclamation District (KRD), the Confederated Bands and Tribes of the Yakama Nation (Yakama Nation), and Washington State acting by and through Department of Fish and Wildlife (WDFW) (collectively “Owners”); and

WHEREAS, Kittitas County entered into Grant Agreement no. WRYBIP-2325-KiCPWD-00072 with the Washington State Department of Ecology for Springwood Ranch stewardship and planning activities; and

WHEREAS, stewardship and planning funding will be used to maintain core land management functions during an interim management period and provide key services to enable the Owners to transition the ranch to meet long-term management goals; and

WHEREAS, the Owners will work together to implement the scope of work authorized and funded by the grant agreement; and

WHEREAS, the interlocal agreement between Kittitas County and Yakama Nation is attached hereto and incorporated by reference.

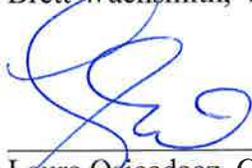
NOW, THEREFORE BE IT RESOLVED that the Board of County Commissioners, in the best interest of the public, does hereby authorize Chair signature on an Interlocal Agreement between Kittitas County and the Department of Fish and Wildlife.

DATED this 20th day of January, 2026, at Ellensburg, Washington.

BOARD OF COUNTY COMMISSIONERS
KITITAS COUNTY, WASHINGTON


Cory Wright, Chair


Brett Wachsmith, Vice-Chair


Laura Osicadacz, Commissioner
Osicadacz




Clerk of the Board

APPROVED AS TO FORM

Prosecutor/Deputy Prosecutor

INTERLOCAL AGREEMENT BETWEEN KITTITAS COUNTY AND THE CONFEDERATED TRIBES AND BANDS OF THE YAKAMA NATION

This Interlocal Agreement (the "Agreement") is made and entered into by and between the Confederated Tribes and Bands of the Yakama Nation (herein after the "Yakama Nation"), an inherently sovereign nation that is federally-recognized pursuant to the Treaty with the Yakama (12 Stat. 951), and Kittitas County through the Public Works Department (herein after "Kittitas County" or the "County"). Yakama Nation and Kittitas County are each a "party," and collectively the "parties."

RECITALS

WHEREAS, the Interlocal Cooperation Act, as amended, and codified in Chapter 39.34 of the Revised Code of Washington ("RCW"), provides for public agencies to enter into agreements for joint or cooperative action authorized under that chapter; and

WHEREAS, in 2023, the Washington State Legislature appropriated funds in the 2023-2025 Budget Proviso for the acquisition of Springwood Ranch for public purposes pursuant to Section 3073 of Engrossed Substitute Senate Bill 5200, the text of which is attached as Exhibit A and incorporated by reference (the "Springwood Ranch Legislation"); and

WHEREAS, pursuant to the Springwood Ranch Legislation, on October 31st, 2024 the Trust for Public Lands conveyed portions of Springwood Ranch to Kittitas County, the Kittitas Reclamation District ("KRD"), the Yakama Nation, and Washington State acting by and through Department of Fish and Wildlife ("WDFW") (collectively "Owners"); and

WHEREAS, Kittitas County entered into Grant Agreement No. WRYBIP-2325-KiCPWD-00072 with the Washington State Department of Ecology for Springwood Ranch stewardship and planning activities, which is attached as Exhibit B and incorporated by reference ("Grant Agreement"); and

WHEREAS, stewardship and planning funding will be used to maintain core land management functions during an interim management period and provide key services to enable the Owners to transition the ranch to meet long-term management goal; and

WHEREAS, the Owners will work together to implement the scope of work authorized and funded by the Grant Agreement.

NOW, THEREFORE, it is hereby agreed as follows:

TERMS

1) **Legal Basis.** This Agreement is entered into pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act).

2) **Purpose.** The purpose of this Agreement is to provide for owners to work together on implementing the scope of work authorized and funded by the Grant Agreement and to define the Yakama Nation's and the County's respective roles in implementing that scope of work.

3) **Term of Agreement.** This Agreement shall be effective from 01/20, 2026 through June 30, 2027, subject to valid modification or termination as agreed to by the parties in writing and consistent with Sections 15 or 17 herein.

4) **Roles and Responsibilities.**

a) Yakama Nation will:

- i) Provide the County with requested information reasonably related to fulfillment of Grant Agreement reporting requirements.
- ii) Implement the cultural resources investigation and prepare the Cultural Resources Survey Report required for contractual deliverables under Grant Agreement task 3.1.
- iii) Coordinate with the County on the inventory of structures on Yakama Nation's portion of Springwood Ranch, identification of structure disposition, and asbestos testing and abatement as required for Grant Agreement task 4.
- iv) Coordinate directly with the Kittitas County Weed Control Board ("Weed Control Board") and identify which weed treatment recommendations the Weed Control Board is authorized to carry out and bill directly to Kittitas County. These expenses will be charged against the Yakama Nation Task 2 expenses identified in Exhibit C.
- v) Provide a quarterly report to the County on land management activities funded by the Grant Agreement.

b) The County will:

- i) Administer the Grant Agreement and carry out all work required for Task 1.
- ii) Prepare three reports required as Grant Agreement deliverables: task 2.1 (stewardship report), task 4.1 (management decision report), and task 4.2 (structure inventory, abatement results and outcomes, and areas of junk removal).
- iii) Contract for services that cannot be provided by the Owners directly.

c) Yakama Nation and the County will both:

- i) Convene to determine the scope of the cultural resources investigation identified for Task 3 in the Grant Agreement.
- ii) Coordinate on issues related to the Grant Agreement, including but not limited to review of expenses that require a modification to the detailed budget attached as Exhibit C to allocate.

5) **Payment.** Payment shall be made on a reimbursable basis for grant eligible expense(s), as identified in the detailed budget attached as Exhibit C. Exhibit C also

identifies Grant eligible costs that will be refined and allocated through a modification to this Interlocal Agreement.

6) **Billing Procedure.** Yakama Nation shall submit invoices monthly. Invoices are to be sent to: Kittitas County Department of Public Works Department, 411 North Ruby, Suite 1, Ellensburg, WA 98926, Attn: Arden Thomas, and will be paid within thirty (30) days of receipt by the County. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or termination of the Agreement, whichever occurs first.

7) **Contract Management.** The Agreement administrator for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Agreement administrator for Yakama Nation is: John Marvin, P.O. Box 151 / 401 Fort Rd., Toppenish, WA 98948. Telephone: (509) 949-2176. To perform legal notice or provide formal notice beyond the named contract management responsibilities, Notice to Yakama Nation shall consist of a letter, delivered postage prepaid, addressed to Yakama Tribal Council Chairman, P.O. Box 151 / 401 Fort Road, Toppenish, WA 98948, with courtesy copies to the Lead Attorney of Yakama Nation's Office of Legal Counsel at P.O. Box 150, Toppenish, WA 98948.

The Agreement administrator for the County is: Ms. Arden Thomas, 411 North Ruby, Suite 1, Ellensburg, WA 98926. Telephone: 509-962-7523.

8) **Maintenance of Record.** Each party hereto agrees to maintain books, records and documents using accounting procedures which accurately reflect all direct and indirect costs related to the performance of services described herein. Each party may examine the other party's books and records to verify the accuracy of invoices. Each party's fiscal management system shall include the capability to provide accurate and complete disclosure of all costs invoiced under this Interlocal Agreement. All books, records, documents and other materials relevant to this Interlocal Agreement will be retained for six years after its expiration, and the Office of the State Auditor and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

9) **Indemnification.** Each party agrees to (up to its proportional share of responsibility) be responsible and assume liability for and indemnify, defend and hold the other party harmless against claims arising from its own wrongful and/or negligent acts or omissions, or those of its officers, agents or employees acting within the scope of their authority. This indemnification paragraph shall survive the termination of this Agreement.

10) **Assignment.** This Agreement cannot be assigned, transferred or any portion subcontracted by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11) **Future Support.** Neither party makes any commitment to future support and assumes no obligation for future support of any activity contracted for herein, except as may be expressly set forth herein.

12) **Compliance with Laws.** Each party, in its performance of this Agreement, agrees to comply with all applicable local, State, and Federal laws and ordinances. The parties acknowledge that compliance with applicable law shall not be construed in a manner that requires performance by the Yakama Nation in violation of applicable Yakama law. The Parties further acknowledge that certain portions of Springwood Ranch are jointly owned between the Yakama Nation and the Washington Department of Fish and Wildlife, to which the joint owners exercise contractual obligations for management decisions through an executed Memorandum of Understanding, attached hereto for purposes of disclosure.

13) **Relationship of the Parties.** Each party performing work hereunder is an independent contractor with the authority to control and direct the performance of the details of that work; however, the work contemplated herein shall be subject to the general rights of inspection and review of the party requesting the work be done, to secure the satisfactory completion thereof.

14) **Disputes.** If the parties disagree about the performance or interpretation of this Agreement, they shall first attempt to resolve the disagreement through informal face-to-face dialogue between the Yakama Nation's Fish and Wildlife Committee, acting as the oversight body to the Yakama Nation's Fish and Wildlife Programs, and the Kittitas County Board of Commissioners Chair, or their designees.

If the parties cannot resolve the disagreement through informal dialogue, they shall endeavor to resolve their dispute by non-binding mediation in accordance with the mediation rules of the American Arbitration Association. The party demanding mediation shall submit the demand to the other party in writing and in accordance with the notice provisions herein. A party cannot submit a demand for mediation after the date when the filing of legal or equitable proceedings based on the controversy, claim, or other matter in question would be barred by the applicable statute of limitations. The parties shall share equally the costs of hiring a mediator and securing a suitable location for the mediation proceedings. Any mediation initiated under this Agreement will be held at a mutually agreeable location in Toppenish or Ellensburg, Washington.

15) **Jurisdiction.** Any legal dispute between the parties to this Agreement shall be governed by the laws of the State of Washington, and any action arising from this Agreement shall be brought in Kittitas County, Washington.

16) **Modification.** The provisions of this Agreement may be modified or amended only by written mutual written agreement of the parties, executed by personnel authorized to bind each of the parties. The parties acknowledge that a valid written authorization from the Yakama Nation must be executed by the Tribal Council Chairman, or his authorized designee.

17) **Waiver.** A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a valid writing that is provided to all parties.

18) **Termination.** This Agreement shall remain in full force and effect until terminated either (i) on June 30, 2027, (ii) by mutual written agreement of the parties, or (iii) by 30 days' prior written notice of termination.

19) **Agreement Not for Benefit of Third Parties.** This Agreement is entered into solely for the benefit of the parties hereto and vests no rights in, or is it enforceable by, any third parties.

20) **Severability.** If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

21) **Preservation of Sovereign Immunity.** Notwithstanding any other terms or provisions of this Agreement, the parties acknowledge that Yakama Nation, by entering into this Agreement, does not waive its sovereign immunity from suit, nor does it waive, alter, or otherwise diminish its sovereign rights, privileges, remedies, or services guaranteed by the Treaty with the Yakamas of 1855 (12 Stat. 951).

22) **Filing.** This Agreement shall be filed with the Kittitas County Auditor, or, alternatively, listed by subject on each or either party's web site or other electronically retrievable public source pursuant to RCW 39.34.040.

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

[Signature page(s) to follow.]

CONFEDERATED TRIBES AND
BANDS OF THE YAKAMA NATION

KITTITAS COUNTY

Gerald Lewis

Gerald Lewis, Chairman
Yakama Nation Tribal Council

12-23-2025

LA

~~Laura Osiadacz, Chair~~ Cory Wright, Chair
Board of Commissioners

Attest:



[Signature]

Clerk of the Board

EXHIBIT A
Springwood Legislation

NEW SECTION. Sec. 3073. FOR THE RECREATION AND CONSERVATION FUNDING BOARD

Springwood Ranch in Kittitas County (91001663)

The appropriations in this section are subject to the following conditions and limitations:

- (1) Except as provided under subsection (4) of this section, the appropriations in this section are provided solely for a grant from the agency to The Trust for Public Land to cover the costs of the Trust's acquisition, disposition, and temporary management of real property in upper Kittitas County known as Springwood Ranch in exchange for an agreement to reconvey the real property for public purposes as described in this section.
- (2) The recreation and conservation office shall enter into a grant agreement with The Trust for Public Land that allows for the disbursement of the funding described in subsection (1) of this section to The Trust for Public Land for the following purposes:
 - (a) To convey a portion of the Springwood Ranch property to Kittitas County for its ownership and management, including maintenance of existing agricultural uses and future uses allowed under current zoning or that provide a public use or benefit;
 - (b) To convey a portion of the Springwood Ranch property to the department of fish and wildlife for its ownership and management to provide public use and benefit;
 - (c) To convey a portion of the Springwood Ranch property to the Yakama Nation for its ownership and management to provide public benefit;
 - (d) To convey a portion of the Springwood Ranch property to the Kittitas Reclamation District, which shall hold the property until a transfer, without compensation and subject to section 8039 of this act, to the United States bureau of reclamation for the purposes of construction of a water supply reservoir for managing instream flow in accordance with the Yakima Basin integrated plan, or until such purpose is declared by the bureau of reclamation as no longer feasible; and
 - (e) To assist in achieving the goals of the Yakima Basin integrated plan.
- (3) If the bureau of reclamation determines that the construction of a water supply reservoir is no feasible as described in subsection (2)(d) of this section, the Kittitas Reclamation District must work with Kittitas County, the Yakama Nation, the department of fish and wildlife, and other interested stakeholders to identify the appropriate public owner and manage and convey, without compensation and in accordance with RCW 87.03.136, as

amended in section 8039 of this act, the Kittitas Reclamation District's portion of Springwood Ranch to that entity.

- (4) The recreation and conservation office may use up to one percent of the appropriations in this section, if necessary, to recover its administrative costs.

Reappropriations: State Building Construction Account – State.....\$10,000,000

Appropriations: State Building Construction Account – State.....\$11,600,000

State Taxable Building Construction Account – State..... \$2,400,000

Subtotal Appropriation:.....\$14,000,000

Prior Biennia (Expenditures).....\$0

Future Biennia (Projected Costs)..... \$0

TOTAL.....\$24,000,000

EXHIBIT A – LEGAL DESCRIPTION

Coversheet for Issuing Office File No. 653070AM, AmeriTitle, LLC [Paginated Separately].

EXHIBIT 'A'

File No. 653070AM

TRACT 1:

Tract 1, Parcel 1:

Parcels A, E, and G of that certain Survey recorded September 16, 2024, in Book 46 of Surveys at pages 146 through 158, under Auditor's File No. 202409160034, records of Kittitas County, Washington; being a portion of Sections 19, 20, 21, and 28, all in Township 19 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Tract 1, Parcel 2:

That portion of the Southeast Quarter of the Northwest Quarter of Section 19, Township 19 North, Range 17 East, W.M., lying South of the South boundary line of the former right of way of the Chicago, Milwaukee, St. Paul and Pacific Railway Company as it existed January 27, 1982;

AND

That portion of the Northeast Quarter of the Southwest Quarter which is described as follows:

A tract of land bounded by a line beginning at a point on the east boundary line of said quarter of quarter section which is 2079.0 feet North of the Southeast corner of the Southwest Quarter of said Section, and running thence North along said East boundary line 561.0 feet, more or less, to the Northeast corner of said Quarter of Quarter Section; thence West along the North boundary line of said Quarter of Quarter Section to the Northwest corner thereof; and thence Southeasterly in a straight line to the point of beginning.

Located in the County of Kittitas, State of Washington.

Tract 1, Parcel 3:

Government Lots 3 and 4 and part of Government Lot 2, and the East Half of the Southwest Quarter of Section 19, Township 19 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, being a tract of land which is described as follows:

Beginning at the Southeast corner of the Southeast Quarter of the Southwest Quarter and running thence North 2079 feet; thence Northwesterly 1400 feet, more or less, to the Southeast corner of Lot 2; thence North along the East line of said Lot 2 to the South boundary of the former right of way of the Chicago, Milwaukee, St. Paul and Pacific Railway Company as it existed January 27, 1982; thence Northwesterly along said former right of way line of the Chicago, Milwaukee, St. Paul and Pacific Railway Company to the North of said Lot 2; thence West along the North line of said Lot 2 to the West Section line of said Section 19; thence South along the West

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81C170B47

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Section line of said Section 19 to the Southwest corner of said Section; and thence East along the South Section line to the point of beginning;

EXCEPT:

1. A right of way for a canal, 240 feet in width, heretofore conveyed by W.G. Taylor and Pearl Taylor, his wife, and C.H. Stewart to the Kittitas Reclamation District, by deed dated December 18, 1926, recorded in Book 45 of Deeds, page 179; and
2. A right of way for a canal 240 feet in width, heretofore conveyed by W.G. Taylor and Pearl Taylor, his wife, and C.H. Stewart to Kittitas Reclamation District, by deed dated December 18, 1926, and recorded in Book 45 of Deeds, page 181.
3. Except right of way for Horlick County Road.

Tract 1, Parcel 4:

Commencing at the Southwest corner of the Northeast Quarter of the Northwest Quarter and running thence East 1320 feet; thence North about 150 feet to the South boundary of the Northern Pacific Railway; thence Northwesterly along said boundary to a point about 320 feet North of the point of commencement and thence South to the point of commencement. Being in the Northwest Quarter of Section 19, Township 19 North, Range 17 East, W.M.

Tract 1, Parcel 5:

All of the Northeast Quarter of the Northwest Quarter lying South of the bank of the Yakima River, being a portion of Section 28, Township 19 North, Range 17 East, W.M., County of Kittitas, State of Washington.

TRACT 2:

Tract 2, Parcel 1:

Parcel J of that certain Survey recorded September 16, 2024, in Book 46 of Surveys at pages 146 through 158, under Auditor's File No. 202409160034, records of Kittitas County, Washington; being a portion of Section 32, all in Township 19 North, Range 17 East, W.M., in the County of Kittitas, State of Washington.

Tract 2, Parcel 2:

The South Half of the Northwest Quarter of Section 32, Township 19 North, Range 17 East, W.M., County of Kittitas, State of Washington;

AND

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That portion of the Northeast Quarter of the Southwest Quarter and that portion of the Southeast Quarter of the Southwest Quarter of Section 32, Township 19 North, Range 17 East, W.M., lying North and East of the Northeasterly boundary line of the right of way of the Thorp Prairie County Road;

EXCEPT:

1. A strip of land commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section, and running thence South along the West boundary line of said Quarter of Quarter Section, 40 rods; thence East at right angles thereto, 1 rod; thence North at right angles to said last course, 40 rods; and thence West, 1 rod to the point of beginning, as conveyed by Louis J. Bowles, by deed dated May 2, 1903, and recorded in Book 10 of Deeds, page 351; and
2. A tract of land within the Northeast Quarter of the Southwest Quarter of said Section, 35 feet in width, and a tract of land within the Southeast Quarter of the Southeast Quarter of said Section, 35 feet in width, conveyed to the Kittitas Reclamation District, by deed dated June 8, 1928, and recorded in Book 46 of Deeds, page 518;

AND

That portion of the Northwest Quarter of the Southwest Quarter of Section 32, Township 19 North, Range 17 East, W.M., Kittitas County, Washington, lying North and East of the Northeasterly boundary line of the right-of-way of the Thorp Prairie County Road.

Tract 2, Parcel 3

That portion of the Northeast Quarter of the Southwest Quarter of Section 32, Township 19 North, Range 17 East, W.M., in the County of Kittitas, State of Washington which is described as follows:

A strip of land commencing at the Northwest corner of the Northeast Quarter of the Southwest Quarter of said Section, and running thence South along the West boundary line of said Quarter of Quarter Section 660 feet; thence East at right angles thereto 16.5 feet; thence North at right angles to said last course 660 feet; and thence West 16.5 feet to the point of beginning, as conveyed by Thomas Cobane and Grace Cobane, husband and wife, to Louis J Bowles, by deed dated May 2, 1903 and recorded in Book 10 of Deeds, page 351.

Tract 2, Parcel 4:

That portion of the Southwest Quarter of Section 32, Township 19 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, that lies Northerly of the North Right of Way boundary line of PSH 3 (SR 90) and Southerly of the Southerly boundary line of Thorp Prairie County Road;

EXCEPT:

1. A tract of land within the Northeast Quarter of the Southwest Quarter of said Section, 35 feet in width, and a tract of land within the Southeast Quarter of the Southeast Quarter of said Section, 35 in width, conveyed to the Kittitas Reclamation District, by deed dated June 8, 1928, and recorded in Book 46 of Deeds, page 518.

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Tract 2, Parcel 5:

That portion of the West Half of the Northwest Quarter and of the Southwest Quarter of Section 33, Township 19 North, Range 17 East, W.M., County of Kittitas, State of Washington, which lies South and West of the North and East bank of the Yakima River.

EXCEPT:

1. A strip of land 100 feet in width across the West Half of the Northwest Quarter of said Section, heretofore conveyed to the Chicago, Milwaukee and St. Paul Railway Company of Washington, by deed dated October 8, 1906, recorded in Book 14 of Deeds, page 154, said deed also conveying additional extra widths;
2. A strip of land 100 feet in width across the South Half of said Section, heretofore conveyed to the Chicago, Milwaukee and St. Paul Railway Company of Washington, by deed dated October 25, 1906, and recorded in Book 14 of Deeds, page 183, said deed also conveying the land between the strip above described and the Yakima River, and additional extra widths;
3. Two strips of land, being a strip of land 50 feet in width and a strip of land 100 feet in width, across said West Half of the Northwest Quarter of said Section, as conveyed by Benjamin Dave Garrison and Norah M. Garrison, his wife, to the Chicago, Milwaukee and St. Paul Railway Company of Washington, by deed dated September 13, 1907, and recorded in Book 16 of Deeds, page 223;
4. Parcel 5 of that certain survey as recorded September 28, 1987, in Book 15 of Surveys at page 98, under Auditor's File No. 508040, records of Kittitas County, Washington; being a portion of Sections 33 and 34, Township 19 North, Range 17 East, W.M., and also a portion of Section 4, Township 18 North, Range 17 East, W.M., Kittitas County, Washington.

Tract 2, Parcel 6:

That portion of the Southeast Quarter of the Northwest Quarter of Section 33, Township 19 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, which lies South and West of the Yakima River;

EXCEPT

1. Two strips of land, being a strip of land 50 feet in width and a strip of land 100 feet in width, across said West Half of the Northwest Quarter of said Section, as conveyed by Benjamin Dave Garrison and Norah M. Garrison, his wife, to the Chicago, Milwaukee and St. Paul Railway Company of Washington, by deed dated September 13, 1907, and recorded in Book 16 of Deeds, page 223;

Tract 2, Parcel 7:

That portion of Parcel 5 of that certain survey recorded September 28, 1987 in Book 15 of Surveys at page 98, under Auditor's File No. 508040, records of Kittitas County; which lies within the Southwest Quarter of Section 33, Township 19 North, Range 17 East, W.M., and within the Northwest Quarter of Section 4, Township 18

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North, Range 17 East, W.M., all in Kittitas County, Washington, and lying South of the South boundary of ordinary high water line of the Yakima River;

EXCEPT:

1. A strip of land 100 feet in width across the South Half of Section 33, Township 19 North, Range 17 East, W.M., Kittitas County, Washington, heretofore conveyed to Chicago, Milwaukee and St. Paul Railway Company of Washington, by deed dated October 25, 1906, and recorded in Book 14 of Deeds, page 183, said deed also conveying the following extra widths for excavations, embankments, depositing waste earth and borrowing pits, as follows:

The land between the strip above described and the Yakima River; and extending in length from the North boundary line of the South Half of Section 33, Township 19 North, Range 17 East, W.M., Kittitas County, Washington, to a point opposite station 2452+92 of the survey of said railway, and other extra widths; also the right to protect any cuts which may be made on said land by erecting on both sides thereof, and within 150 feet of the center line of said railroad, portable snow fences; the said railroad company to construct and maintain an undergrade cattle pass at or near station 2431 on said land;

Tract 2, Parcel 8:

That portion of the Northeast Quarter of Section 5, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, which is described as follows:

A tract of land bounded by a line beginning at a point on the North boundary line of said quarter section, 567.765 feet East of the Northwest corner thereof, and running thence South 1238.0 feet to the North boundary line of the right of way of the county road; thence Southeasterly along the North boundary line of said right of way to its intersection with the East boundary line of said quarter section; thence North to the Northeast corner of said quarter section; and thence West along the North boundary line thereof to the point of beginning; EXCEPT:

1. A tract of land bounded by a line beginning at the point of intersection of the Easterly boundary line of the right of way of the county road running through said quarter section with the Southerly boundary line of the right of way of the Cascade Lumber Company's logging railway, which point is 542.76 feet East and 1238.0 feet South of the Northwest corner of said quarter section; and running thence South 54°20' East along the East boundary line of the right of way of said county road, 1314.0 feet; thence North 10° East, 1047.0 feet, more or less, to the South boundary line of said right of way of logging railway; and thence Southwesterly along said South boundary line 1254.0 feet, more or less, to the point of beginning.

2. That portion of the Southeast Quarter of the Northeast Quarter of Section 5, Township 18 North, Range 17 East, W.M., in the County of Kittitas, State of Washington, which is described as follows:

A tract of land bounded by a line beginning at a point on the North boundary line of the right of way of the county road 110.0 feet West and 881.5 feet North of the Southeast corner of said quarter of quarter section, and running along said North boundary line of said county road South 76°43' West, 190.8 feet to point of curve to the right; thence along the arc of curve to the right on a radius of 543.0 feet, 451.6 feet; thence North 55°38' West, 66.4 feet to the right bank of Taneum Creek; thence North 10°16' East, 274.0 feet; thence South 88°53' East, 50.1 feet;

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Commonwealth Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

81C170B47

ALTA Commitment for Title Insurance (7-1-21) w-WA Mod

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thence South 44°01' East, 104.2 feet; thence North 74°28' East, crossing Taneum Creek and along the left bank thereof, 290.5 feet; thence South 13°57' East, 75.0 feet; thence North 85°20' East, 210.3 feet to a point 110.0 feet distant from the East boundary line of said Section 5; and thence South 01°26' West, crossing Taneum Creek, 289.7 feet, to the point of beginning.

3. Cascade Lumber Company logging right of way, as granted by Warranty Deed dated February 25, 1927, recorded April 16, 1927, in Book 45 of Deeds, page 270 under recording number 85679.

4. A tract of land; being 10 feet on each side of the center line of that certain canal known as the "Bruton Ditch", and rights of way used in connection with said ditch, as conveyed to the Kittitas Reclamation District by deed dated December 2, 1935, recorded in Book 56 of Deeds, page 222.

Tract 2, Parcel 9

All that portion of the Northeast Quarter of Section 5, Township 18 North, Range 17 East, W.M., records of Kittitas County, State of Washington, lying within that certain 75 foot strip of land conveyed to the Cascade Lumber Company, now Boise Cascade, a corporation, by Warranty Deed recorded April 16, 1927, under Auditor's File No. 85679.

EXCEPT that portion thereof, lying West of the following described line:

Beginning at a point on the North line of said Northeast Quarter, 567.765 feet East of the Northwest corner thereof; thence South 1238.0 feet to the North line of the right of way of County Road and terminus of said line.

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81C170B47

ALTA Commitment for Title Insurance (7-1-21) w-WA Mod

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EXHIBIT B

Agreement No. WRYBIP-2325-KiCPWD-00072



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. WRYBIP-2325-KiCPWD-00072

WATER RESOURCES YAKIMA BASIN INTEGRATED PLANNING AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

KITTITAS COUNTY PUBLIC WORKS DEPARTMENT

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Kittitas County Public Works Department, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Springwood Ranch Stewardship and Planning
Total Cost:	\$740,000.00
Total Eligible Cost:	\$740,000.00
Ecology Share:	\$740,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/01/2025
The Expiration Date of this Agreement is no later than:	08/31/2027
Project Type:	Yakima Basin Integrated Planning

Project Short Description:

Springwood Ranch was acquired to advance the Yakima Basin Integrated Plan. Stewardship and Planning funding will be used to maintain core land management functions during an interim management period and provide key services to enable the partners to transition the ranch to meet long-term management goals.

Project Long Description:

The 3,600-acre Springwood Ranch property was acquired to advance water supply, structural and operational changes, habitat and watershed protection elements of the Yakima Basin Integrated Plan. On October 31, 2024 Kittitas County, Kittitas Reclamation District (KRD), Washington Department of Fish and Wildlife (WDFW), and the Yakama Nation took ownership of Springwood Ranch. Stewardship funding will be used to maintain core land management functions during an interim period while the four landowners work together to transition management and operations to meet long-term goals associated with each

State of Washington Department of Ecology

Agreement No: WRYBIP-2325-KiCPWD-00072

Project Title: Springwood Ranch Stewardship and Planning

Recipient Name: Kittitas County Public Works Department

property owner's land holding. These interim core land management functions include trespass management, continued beneficial use of water served to the property, keeping the property signed and fences maintained, and managing vegetation to address noxious weed and fire risk.

Additionally, the new property owners will advance key planning and related efforts to transition the property from its current use to uses aligned with the long-term goals of property acquisition, as reflected in the Washington State budget proviso language, which enabled property acquisition. The landowners will continue regular meetings to share long-term management plans and identify specific logistics that need to be worked out among parties. A cultural resources assessment will be conducted to inform long-term management. All structures will be inventoried and assessed for asbestos. Asbestos will be abated, and junk will be cleared for the property.

The grant will be managed by Kittitas County, who will collaborate with KRD, WDFW and the Yakama Nation to implement the scope of the grant agreement.

Overall Goal:

Property purchased to advance water supply, structural and operational changes, habitat and watershed protection elements of the Yakima Basin Integrated Plan will be managed to prevent and address trespass, continued beneficial use of water served to the property, and manage vegetation. The landowners will continue regular meetings to share long-term management plans and identify specific logistics that need to be worked out among parties. Actions to support long-term management will include a cultural resource assessment for portions of the property excluding KRD-owned lands, structure inventory, asbestos testing and abatement, and junk removal.

State of Washington Department of Ecology

Agreement No: WRYBIP-2325-KiCPWD-00072

Project Title: Springwood Ranch Stewardship and Planning

Recipient Name: Kittitas County Public Works Department

RECIPIENT INFORMATION

Organization Name: Kittitas County Public Works Department

Federal Tax ID: 91-6001349

Mailing Address: 411 N Ruby St, Ste 1
Ellensburg, WA 98926

Physical Address: 411 N Ruby St, Ste 1
Ellensburg, Washington 98926

Organization Email: publicworks@co.kittitas.wa.us

Organization Fax: (509) 962-7663

Contacts

Agreement No: WRYBIP-2325-KiCPWD-00072
Project Title: Springwood Ranch Stewardship and Planning
Recipient Name: Kittitas County Public Works Department

Project Manager	Arden Thomas Water Resource Program Manager 411 North Ruby, Suite 1 Ellensburg, Washington 98926 Email: arden.thomas@co.kittitas.wa.us Phone: (509) 962-7690
Billing Contact	Reid Burbank Finance Manager 411 N Ruby St, Ste 1 Ellensburg, Washington 98926 Email: reid.burbank@co.kittitas.wa.us Phone: (509) 962-7523
Authorized Signatory	Arden Thomas Water Resource Program Manager 411 North Ruby, Suite 1 Ellensburg, Washington 98926 Email: arden.thomas@co.kittitas.wa.us Phone: (509) 962-7690

State of Washington Department of Ecology

Agreement No: WRYBIP-2325-KICPWD-00072

Project Title: Springwood Ranch Stewardship and Planning

Recipient Name: Kittitas County Public Works Department

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Office of the Columbia River
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Office of the Columbia River
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Kevin Haydon</p> <p>1250 W Alder St. Union Gap, Washington 98903-0009 Email: keha461@ecy.wa.gov Phone: (509) 823-6947</p>
<p>Financial Manager</p>	<p>Harmony Gehlert</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: hgeh461@ecy.wa.gov Phone: (564) 669-3605</p>

State of Washington Department of Ecology

Agreement No: WRYBIP-2325-KiCPWD-00072
Project Title: Springwood Ranch Stewardship and Planning
Recipient Name: Kittitas County Public Works Department

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology’s authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

Kittitas County Public Works Department

Signed by:
By: Larry C. Mattson 5/29/2025
49CC04FA81BC42C...

Signed by:
By: Arden Thomas 5/29/2025
493F7428690D41B...

Larry Mattson Date
Office of the Columbia River
Director

Arden Thomas Date
Water Resource Program Manager

Template Approved to Form by
Attorney General's Office

State of Washington Department of Ecology

Agreement No: WRYBIP-2325-KiCPWD-00072
 Project Title: Springwood Ranch Stewardship and Planning
 Recipient Name: Kittitas County Public Works Department

SCOPE OF WORK

Task Number: 1 **Task Cost: \$6,000.00**

Task Title: Project Administration/Management

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	06/30/2027

State of Washington Department of Ecology

Agreement No: WRYBIP-2325-KJCPWD-00072
 Project Title: Springwood Ranch Stewardship and Planning
 Recipient Name: Kittitas County Public Works Department

SCOPE OF WORK

Task Number: 2 **Task Cost: \$404,000.00**

Task Title: Springwood Property Management

Task Description:

Kittitas County, Kittitas Reclamation District (KRD), Washington Department of Fish and Wildlife (WDFW), and the Yakama Nation recently took ownership of Springwood Ranch. The property will be managed to continue existing operations during an interim period while the four landowners work together to transition management and operations to meet long-term goals. These core land management functions include maintaining the existing ranch manager on site to manage and report trespass issues, maintain the continued beneficial use of water (including the ranch manager, electricity, and irrigation assessment costs), keeping the property signed and fences maintained, and managing vegetation to address noxious weed and fire risk.

Task Goal Statement:

Springwood Ranch will be managed to address property trespass, continue to the use of water on the property, and manage vegetation and address noxious weed and fire risk across property ownership, while owners develop and implement plans to provide these services.

Task Expected Outcome:

Existing land management operations will continue over the contract period and property management will continue to address trespass, weed, and fire risk.

Recipient Task Coordinator: Arden Thomas

Springwood Property Management

Deliverables

Number	Description	Due Date
2.1	Stewardship report will detail actions taken to address trespass, beneficial water use, and vegetation management for noxious weeds and wildfire risk.	03/31/2027

State of Washington Department of Ecology

Agreement No: WRYBIP-2325-KICPWD-00072

Project Title: Springwood Ranch Stewardship and Planning

Recipient Name: Kittitas County Public Works Department

SCOPE OF WORK

Task Number: 3 **Task Cost: \$100,000.00**

Task Title: Cultural Resources Investigation

Task Description:

Property owners will convene to identify priorities for a cultural resources survey conducted to support long-term property management on portions on the property not owned by Kittitas Reclamation District. Specific scope and focus of cultural resources survey will be informed by property planning activities (Task 4).

Task Goal Statement:

The objective of this task is to provide a cultural resource investigation to ensure land management activities are consistent with cultural resource protection.

Task Expected Outcome:

A cultural resources investigation will be conducted and inform long-term land management decisions.

Recipient Task Coordinator: Arden Thomas

Cultural Resources Investigation

Deliverables

Number	Description	Due Date
3.1	Deliverable: Cultural Resources Survey and Report	03/31/2027

State of Washington Department of Ecology

Agreement No: WRYBIP-2325-KiCPWD-00072
 Project Title: Springwood Ranch Stewardship and Planning
 Recipient Name: Kittitas County Public Works Department

SCOPE OF WORK

Task Number: 4 **Task Cost: \$230,000.00**

Task Title: Property Planning and Abatement

Task Description:

Specific planning and property management activities will be implemented to advance the long-term property management goals. For the planning component, the four property owners will continue to meet and identify specific actions any continuing agreements needed to support individual land management operations. Items that will be covered include but are not limited to: irrigation and continued agricultural uses, access, trespass management, and continued communication and coordination. Property management activities include removal of junk and trash and an inventory of all structures across the property, identification of structure disposition (removal or keep and continue to use), and asbestos testing and abatement.

Task Goal Statement:

Landowners will continue to collaborate to transition Springwood Ranch property uses to long-term management consistent with the Washington State budget proviso language enabling the purchase of the property to advance the Yakima Basin Integrated Plan.

Task Expected Outcome:

A final report will be developed that identifies management decision, actions, and agreements (if necessary) to transition the property to long term roles and responsibilities related to ongoing irrigation, continued agricultural uses, access, trespass management, and continued communication and coordination. Junk will be removed and properly disposed, all structures will be inventoried, tested for asbestos, and asbestos will be abated.

Recipient Task Coordinator: Arden Thomas

Property Planning and Abatement

Deliverables

Number	Description	Due Date
4.1	Final Report Documenting pertinent management decisions, actions and necessary agreements.	03/31/2027
4.2	A report detailing structure inventory, abatement results and outcomes, and areas of junk removal. The report will include photographs of structures, identification of structure disposition decisions, and before and after photographs of all work sites.	03/31/2027

State of Washington Department of Ecology
 Agreement No: WRYBIP-2325-KiCPWD-00072
 Project Title: Springwood Ranch Stewardship and Planning
 Recipient Name: Kittitas County Public Works Department

BUDGET

Funding Distribution EG250603

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2023-25 Yakima River Basin Water Supply Funding Type: Grant
 Funding Effective Date: 01/01/2025 Funding Expiration Date: 08/31/2027

Funding Source:

Title: State Building Construction Account (SBCA) (WRYBIP-2325)

Fund: FD

Type: State

Funding Source %: 100%

Description: Grants for the purpose to assess, plan, and develop projects under the Yakima River Basin Integrated Water Resource Management Plan or for any other actions designed to provide access to new water supplies within the Yakima River basin or any other actions to support the seven elements of the Yakima Basin Integrated Plan.

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

2023-25 Yakima River Basin Water Supply	Task Total
Project Administration/Management	\$ 6,000.00
Springwood Property Management	\$ 404,000.00
Cultural Resources Investigation	\$ 100,000.00
Property Planning and Abatement	\$ 230,000.00

Total: \$ 740,000.00

State of Washington Department of Ecology

Agreement No: WRYBIP-2325-KiCPWD-00072

Project Title: Springwood Ranch Stewardship and Planning

Recipient Name: Kittitas County Public Works Department

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
2023-25 Yakima River Basin Water Supply	0.00 %	\$ 0.00	\$ 740,000.00	\$ 740,000.00
Total		\$ 0.00	\$ 740,000.00	\$ 740,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered

State of Washington Department of Ecology

Agreement No: WRYBIP-2325-KiCPWD-00072
 Project Title: Springwood Ranch Stewardship and Planning
 Recipient Name: Kittitas County Public Works Department

transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in

Agreement No: WRYBIP-2325-KiCPWD-00072

Project Title: Springwood Ranch Stewardship and Planning

Recipient Name: Kittitas County Public Works Department

the System for Award Management (SAM) <<https://sam.gov/SAM/>> exclusion list.

State of Washington Department of Ecology

Agreement No: WRYBIP-2325-KiCPWD-00072

Project Title: Springwood Ranch Stewardship and Planning

Recipient Name: Kittitas County Public Works Department

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

Agreement No: WRYBIP-2325-KiCPWD-00072
 Project Title: Springwood Ranch Stewardship and Planning
 Recipient Name: Kittitas County Public Works Department

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) **By Mutual Agreement**

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) **In Event of Termination**

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. **THIRD PARTY BENEFICIARY**

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. **WAIVER**

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

Exhibit C
Grant Eligible Costs

Cost must have been incurred after January 1, 2025 to be eligible grant costs.

Line item Task 2 costs for each entity are approximate costs. Each entity can shift their budget among Task 2 costs, as long as they remain within their overall budget.

Grant Eligible Cost By Entity	Budget Amount
Kittitas County Grant Eligible Expenses	
Task 1: Staff Time and Benefits: Grant Administration	6,000.00
Task 2: Caretaker Services	129,000.00
Task 2: Caretaker Equipment Lease	12,000.00
Task 2: KRD Assessment: Kittitas County Owned Lands	56,310.44
Task 2: TCC Assessment	905.66
Task 2: WSIC Assessment	993.00
Task 2: Electricity Bills	3,000.00
Task 2: Equipment rental, supplies, or labor for signs, gates, fencing, irrigation, or weed control required for Task 2 in grant agreement WRYBIP-2325-KiCPWD-00072.	28,800.00
Kittitas County Grant Eligible Expenses Total	237,009.10
Washington Department of Fish and Wildlife Eligible Expenses	
Task 2: KRD Assessment: Lands Co-owned by WDFW and Yakama Nation or owned by Yakama Nation and paid by WDFW	32,295.08
Task 2: Equipment rental, supplies, or labor for signs, gates, fencing, irrigation, or weed control required for Task 2 in grant agreement WRYBIP-2325-KiCPWD-00072	28,800.00
Washington Department of Fish and Wildlife Eligible Expenses Total	61,095.08
Yakama Nation Eligible Expenses	
Task 2: KRD Assessment: Yakama Nation Owned Lands	4,973.46
Task 2: Yakama Nation Taxes	26,328.58
Task 2: Electricity Bills	3,000.00
Task 2: Rodent Abatement	10,000.00
Task 2: Equipment rental, supplies, or labor for signs, gates, fencing, irrigation, or weed control required for Task 2 in grant agreement WRYBIP-2325-KiCPWD-00072	28,800.00
Task 3: Cultural Resource Survey	100,000.00
Yakama Nation Eligible Expenses Total	173,102.04
Expenses that will be refined and allocated through a modification to this agreement	
Task 4: Asbestos Testing/Abatement	90,000.00
Task 4: Junk Removal	100,000.00
Task 4: Meeting Facilitation Services	30,000.00
Task 2: Original Contingency / Reserve	24,329.08
Task 2: Reserve (originally allocated to KRD, with \$26,328.58 transferred to YN taxes)	24,464.70
Unallocated Expenses Total	268,793.78
Total	740,000.00