

May 12, 1988
DC:dc(426.4,5)

INTRODUCED BY CYNTHIA SULLIVAN

PROPOSED NO. 88 - 394

MOTION NO. 7244

A MOTION authorizing the King County Executive to enter into an agreement with the Washington State Department of Ecology for the preparation and funding of a countywide flood control management plan.

WHEREAS, the State of Washington, pursuant to R.C.W. 86.26, has established a program authorizing state funding for the development of Comprehensive Flood Control Management Plans and flood control maintenance projects, and

WHEREAS, the Washington State Department of Ecology administers the Flood Control Assistance Account Program established under R.C.W. 86.26, which provides approximately four million dollars statewide each biennium for eligible communities, and

WHEREAS, King County has received approximately five hundred thousand dollars in state grant funding each of the last two bienniums for flood control maintenance projects, and

WHEREAS, in order to maintain continuing eligibility for state flood control maintenance funding under the Flood Control Assistance Account Program, King County must certify that they will complete and adopt a Comprehensive Flood Control Management Plan within three years of the date of certification, and

WHEREAS, the policies, regulations, and project proposals in King County's 1964 Flood Control Plan are significantly out of date and in need of revision to provide the county with an adequate policy and program framework to respond to countywide flood control and floodplain management needs, and

WHEREAS, King County has submitted a grant proposal to the Washington State Department of Ecology and funds have been appropriated in the adopted 1988 King County budget (Ordinance 8331) sufficient to carry out the Comprehensive Flood Control Management Plan tasks proposed in the grant submittal, and

WHEREAS, the Washington State Department of Ecology has determined King County's eligibility for state grant funding for the Comprehensive Flood Control Management Plan and has agreed to reimburse King County for approximately seventy percent of total eligible project costs for preparing the

1 Comprehensive Flood Control Management Plan, and

2 WHEREAS, King County and the Washington State Department of Ecology have
3 reached agreement on the scope and schedule for the Comprehensive Flood
4 Control Management Plan which the Washington State Department of Ecology has
5 formalized in a proposed grant agreement, and

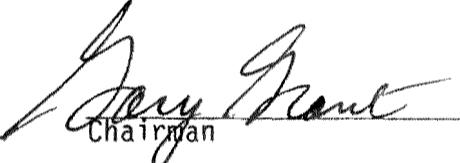
6 WHEREAS, it is mutually advantageous for King County and the Washington
7 State Department of Ecology to contract for the preparation and joint
8 funding of the Comprehensive Flood Control Management Plan as specified in
9 the attached grant agreement identified as Exhibit A;

10 NOW, THEREFORE, BE IT MOVED by the Council of King County:

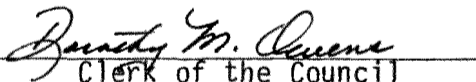
11 The King County Executive is hereby authorized to enter into an interlocal
12 agreement with the Washington State Department of Ecology in substantially
13 the same form as attached hereto as Exhibit A for the preparation and funding
14 of a Comprehensive Flood Control Management Plan.

15 PASSED this 18th day of July, 1988.

16 KING COUNTY COUNCIL
17 KING COUNTY, WASHINGTON

18 
19 Chairman

20 ATTEST:

21
22 
23 Clerk of the Council

Flood Control Assistance Account Program (FCAAP)
Grant Agreement
Between
State of Washington Department of Ecology
and
King County

THIS is a binding agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as the "DEPARTMENT," and King County, hereinafter referred to as the "GRANTEE."

GRANTEE'S legal address and telephone number:

King County Department of Public Works
Surface Water management Division
710 Second Avenue, Room 730
Seattle, WA 98104
Phone: (206) 255-2531

THE PURPOSE of this agreement is to provide funds to the GRANTEE from the DEPARTMENT to perform the work described in Appendix A pursuant to Chapter 86.26 RCW and Chapter 173-145 WAC, and to aid in fulfilling the DEPARTMENT'S obligations under said chapter.

IT IS THEREFORE AGREED THAT:

A. DEPARTMENT'S PERFORMANCE

The DEPARTMENT has found that the GRANTEE satisfies the applicable provisions of Chapter 86.26 RCW and Chapter 173-145 WAC, and the requirements of the DEPARTMENT. Having determined the proposed project is eligible for funds from the DEPARTMENT, the DEPARTMENT hereby offers a grant not to exceed the dollar amount specified in Appendix A (Budget Information) to the GRANTEE subject to the GRANTEE'S agreement to carry out its terms and conditions. This agreement is to aid in the financing of the project described in the attached Appendix A. No additional payment shall be made under this agreement except by written amendment.

B. PAYMENT OF GRANT FUNDS TO GRANTEE

1. Payment for major project elements described in Appendix A will be disallowed when the GRANTEE'S actual costs exceed that element's estimated total eligible cost by more than ten (10) percent without prior written approval.

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The DEPARTMENT will not provide reimbursement in excess of the DEPARTMENT'S share of the total eligible project cost. The DEPARTMENT'S share shall not exceed seventy-five (75) percent of the total eligible project cost, not to exceed \$235,500.00 in cash, including Washington State Sales Tax, where applicable.

- 2. Requests for payment of eligible funds will be submitted by the GRANTEE on state voucher request forms provided by the DEPARTMENT. Each voucher shall be submitted to the DEPARTMENT along with information which documents the work performed, activities undertaken, and the progress of the project. The voucher request form and supportive documents must itemize all allowable costs by major elements as described in Appendix A. A general guideline for completion of the voucher request form and supportive documents is included in this agreement as Appendix B. Vouchers and supportive documents shall be submitted to:

Department of Ecology
 Mail Stop PV-11
 Olympia, WA 98504
 Attention: Lisa Randlette

- 3. Payment requests will be submitted at least quarterly and not more often than monthly on a reimbursable basis. Quarterly reports and the project completion report will be submitted in accordance with Appendix C.
- 4. All payments are conditioned upon submission to the DEPARTMENT of the above-mentioned itemized state voucher request form, certified by the GRANTEE. All payments will be for delivery of materials and/or services performed within the effective dates of this agreement unless a written modification is made.
- 5. The DEPARTMENT shall reimburse the GRANTEE for up to seventy-five (75) percent of the total eligible project cost set forth in Appendix A except for the amount withheld as security for GRANTEE'S performance as specified in Section B.6.
- 6. Ten (10) percent of each reimbursement payment shall be withheld by the DEPARTMENT as security for GRANTEE'S performance. Monies withheld by the DEPARTMENT as security under the provisions of this paragraph will be paid to the GRANTEE when the project(s) described in Appendix A have been completed, or portions thereof approved according to this agreement.
- 7. When voucher requests are approved by the DEPARTMENT,

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payments will be made to the mutually agreed upon designee.

- 8. The GRANTEE shall submit final request(s) for compensation within thirty (30) days after satisfactory completion of the project specified in Appendix A.
- 9. All payments to the GRANTEE shall be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) shall be refunded to the DEPARTMENT by the GRANTEE.

C. EFFECTIVE DATE AND TIME FOR PERFORMANCE

The effective date of this grant agreement shall be the date it is signed by the DEPARTMENT. Any work performed prior to the effective date of this agreement will be at the sole expense and risk of the GRANTEE. This agreement shall terminate on December 31, 1989.

D. BIDDING

The GRANTEE shall submit to the DEPARTMENT, copies of all signed contracts awarded to the contractor(s) engaged to perform any work outlined in APPENDIX A. Copies of all bids, and all contracts awarded, shall be retained by the GRANTEE as provided in Section M of this agreement.

E. CONVERSIONS

The GRANTEE shall not at any time convert any equipment, property, or facility acquired or developed pursuant to this agreement to uses other than those for which State assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that proportion of the proceeds of the sale, lease, or other conversion, or encumbrance which monies granted pursuant to this agreement bore to the original acquisition, purchase, or construction cost.

F. TERMINATION

- 1. For Cause: The obligation of the DEPARTMENT to the GRANTEE is contingent upon satisfactory performance by the GRANTEE of all of its obligations under this agreement. In the event the GRANTEE unjustifiably fails to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any

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further funds thereunder and/or terminate this agreement by giving written notice of termination. A notice shall be given at least five (5) days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the GRANTEE under this agreement, at the option of the DEPARTMENT, shall become its property, and the GRANTEE shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, the GRANTEE shall not be relieved of liability to the DEPARTMENT for damages sustained by the DEPARTMENT because of any breach of agreement by the GRANTEE. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the GRANTEE is determined.

2. Insufficient Funds: The obligation of the DEPARTMENT to make payments is contingent upon the availability of such funds through legislative appropriation and State allotment. When this grant crosses over state bienniums, the obligation of the DEPARTMENT is contingent upon the allotment of funds during the next biennium
3. Grantee Termination Rights: The obligation of the GRANTEE to the DEPARTMENT is contingent upon the availability of funds as provided through legislative appropriation, upon funds received from participating political and quasi-political jurisdictions, and upon the cooperation of all the participants in this project.

G. RECOVERY OF PAYMENTS TO GRANTEE

The right of the GRANTEE to retain monies paid to it as reimbursement payments is contingent upon satisfactory completion of the project described in Appendix A. In the event that the GRANTEE fails without good cause to perform any obligation required of it by this agreement, and does not complete the project described in Appendix A, the GRANTEE shall repay to the DEPARTMENT all grant funds disbursed to the GRANTEE. In addition, the GRANTEE shall pay interest on the amount of outstanding funds disbursed computed at 12 percent per annum. Interest shall accrue from the time the DEPARTMENT demands repayment of funds. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the

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GRANTEE'S liability to repay monies shall be reduced by an amount reflecting the fair value of any such property.

H. DISCRIMINATION

In the hiring of personnel to assist in the project described in this grant, the GRANTEE agrees not to discriminate against any applicant for employment because of sex, race, creed, color, marital status, age, the presence of any sensory, mental, or physical handicap, or national origin. The GRANTEE shall take affirmative action to insure that minority applicants are employed, and that all employees are equally treated during their employment without regard to their sex, race, creed, color, marital status, age, the presence of any sensory, mental, or physical handicap, or national origin.

The GRANTEE further agrees to affirmatively support the DEPARTMENT'S minority contract procurement program insuring the participation of minority businesses in subcontracts, subcontracts for goods and services, etc., awarded under this grant.

I. INDEMNIFICATION

- 1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other overhead costs related to the project described herein, except as provided in Appendix B.
- 2. To the extent the Constitution and Laws of the State of Washington permit, the GRANTEE shall indemnify and hold harmless the DEPARTMENT from any claims of liability arising out of the project described in this agreement, or from operation of the facilities or equipment obtained.

J. CONTRACT OFFICER

- 1. The extent and character of all work and services to be performed by the GRANTEE shall be subject to the review and approval of the DEPARTMENT through the Contract Officer to whom the GRANTEE shall report and be responsible. In the event that there shall be any dispute with regard to the extent and character of the work to be done, the determination of the Contract Officer as to the extent and character of the work to be done shall govern. The GRANTEE shall have the right to appeal as provided

for below.

2. For the purpose of this agreement, the Contract Officer shall be Lisa Randlette unless otherwise changed in writing by the Program Manager of the Shorelands and Coastal Zone management Program.

K. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Contract Officer, who shall provide a written statement of decision to the GRANTEE. The decision of the Contract Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such statement, the GRANTEE mails or otherwise furnishes to the Contract officer a written appeal addressed to the Director of the DEPARTMENT. In connection with appeal of any proceeding under this clause, the GRANTEE shall be afforded an opportunity to be heard and to offer evidence in support of this appeal.

The decision of the Director, or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought under Chapter 43.21B RCW. Pending final decision of a dispute hereunder, the GRANTEE shall proceed diligently with the performance of the agreement and in accordance with the decision rendered.

L. AUDITS AND INSPECTIONS

1. The GRANTEE shall maintain complete program and financial records involving transactions related to this grant. Such records shall clearly indicate total receipts and expenditures by fund source and object classification. All records shall be available to the DEPARTMENT for such use as the DEPARTMENT sees fit.
2. Engineering documentation and all financial records prepared by the GRANTEE shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative for a period of at least three years after the final grant payment or any dispute hereunder; and in the event any such audits determine discrepancies in the financial records adjustments and/or clarification shall be made accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT 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 years thereafter, or following any dispute thereunder.
4. The GRANTEE shall keep all records in a manner which will provide an audit trail to the expenditures for which State support is provided, and all records shall be kept in a common file so as to facilitate audits and inspections.

M. MISCELLANEOUS PROVISIONS

1. Copyrights and Patents: When the GRANTEE creates any copyrightable material(s), or invents any patentable property, the GRANTEE may copyright or patent the same, but the DEPARTMENT 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 governmental purposes.
2. Tangible Property Rights: The DEPARTMENT'S current edition "Financial Guidelines for Grants Management," Chapter 4, shall control the utilization and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of State/Federal statute(s), regulation(s), or policy(s) to the contrary.
3. Conflict of Interest: No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; not shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.
4. Assignments: No right or claim of the GRANTEE arising under this agreement shall be transferred or assigned by the GRANTEE.

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- 5. Waiver: Waiver of any GRANTEE default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent 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 the DEPARTMENT.
- 6. Subgrantee Compliance: The GRANTEE is responsible for ensuring that all subgrantees, contractors, etc., comply with the terms of this agreement.

N. ALL WRITINGS CONTAINED HEREIN

This agreement, appendices, and the DEPARTMENT'S current edition of "Financial Guidelines for Grants Management" contain the entire understanding between the parties, and there are no other understandings or representations set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless in writing, signed by authorized representatives of the GRANTEE and DEPARTMENT and made a part of this agreement; EXCEPT, that in relation to change of Contract officer as set forth in Section K the DEPARTMENT may modify or amend this agreement without the signature of the GRANTEE.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

KING COUNTY, GRANTEE

PHILLIP C. JOHNSON DATE
DEPUTY DIRECTOR
DEPARTMENT OF ECOLOGY

TIM HILL DATE
KING COUNTY EXECUTIVE

Approved as to form this 26 day
of February, 1988.

A. T. Hill Jr.
ASSISTANT ATTORNEY GENERAL

Grant No. 60088090

APPENDIX A

Flood Control Assistance Account Program Grant Agreement

PROJECT DESCRIPTION

MUNICIPAL CORPORATION (Applicant): King County

GRANTEE: King County

Project Title: King County Comprehensive Flood Control Management Plan

Project Description: King County will develop a county-wide comprehensive flood control management plan (CFCMP) with the cooperation of interested cities and special purpose districts. The plan will be prepared in three phases: inventory and analysis, plan preparation, and review and adoption. This grant provides funding for the first two phases of plan development.

The CFCMP will include long-range goals and policies directing that flood control and floodplain management activities be consistent with adopted comprehensive plans. The CFCMP will address watershed planning, capital improvements, facility maintenance, and flood warning. A financing and implementation chapter will identify both short-term and long-range funding sources for operating and capital needs will be included.

The following outline summarizes the major project elements:

Phase One: Inventory and Analysis

1 Historical Perspective

- 1.1 Document historical flood control management plans and projects in King County. Evaluate selected plans and projects, and assess reasons for successes and shortcomings.
- 1.2 Review the development of statutes and regulations on flood control and floodplain management. Identify the status of policies and regulations in King County and incorporated areas. Produce summary paper on historical flood control plans, projects, and regulations in King County.

2 Watershed Profiles

- 2.1 Compile a watershed description and flood control inventory of major river basins and streams.
- 2.2 Inventory size, land uses, runoff, and nature of drainage networks.
- 2.3 Identify 100-year floodplain and flood control systems.
- 2.4 Document type and location of existing and potential flooding conditions.
- 2.5 Assess flood control problems and data deficiencies.
- 2.6 Produce profile reports on major river and stream basins.

3 Issue Analysis

- 3.1 Prepare an inventory of the most significant and common flooding and flood-related issues.
- 3.2 Catalog issues by type of concern.
- 3.3 Assess priorities for county-wide and basin-specific issues.
- 3.4 Produce summary reports on county-wide and basin-specific flood control and floodplain management issues.

Phase Two: Plan Preparation

4 Goals and Objectives and Watershed Planning

- 4.1 Prepare short-range and long-range goals and objectives for comprehensive flood control management plan.
- 4.2 Develop policies and guidelines for selected issues and problems.
- 4.3 Produce Goals and Objectives chapter.
- 4.4 Define planning criteria and standards for managing major rivers and streams.

- 4.5 Evaluate existing programs and projects, establishing existing deficiencies.
- 4.6 Evaluate alternatives and develop plans and program to respond to management needs.
- 4.7 Integrate river programs with urban surface water management.
- 4.8 Produce Planning and Management chapter.
- 5 Capital Improvements
 - 5.1 Develop criteria and standards for developing capital improvements for flood control on major rivers and streams.
 - 5.2 Evaluate existing projects and capital improvement plans, establishing where deficiencies exist.
 - 5.3 Identify project alternatives to respond to capital needs.
 - 5.4 Define rating process to establish priority for capital improvement projects.
 - 5.5 Prepare capital improvement plan for each major river and stream system.
 - 5.6 Produce Capital Improvement chapter.
- 6 Facility Maintenance
 - 6.1 Develop criteria and standards defining the level of service for maintenance of projects on major river and stream systems.
 - 6.2 Evaluate existing maintenance programs, establishing where deficiencies exist.
 - 6.3 Develop methodology to establish maintenance priorities.
 - 6.4 Prepare maintenance plan for each major river system and stream basin.
 - 6.5 Integrate maintenance program with other agency requirements.
 - 6.6 Produce Facility Maintenance chapter.

- 7 Flood Warning
 - 7.1 Develop criteria and standards for flood warning system on major rivers and streams.
 - 7.2 Evaluate existing flood warning and emergency response program, establishing where deficiencies exist.
 - 7.3 Define priorities for flood warning program improvements.
 - 7.4 Prepare updated flood warning manual for major rivers and urban stream basins.
 - 7.5 Produce Flood Warning chapter, including an updated Flood Warning and Emergency Response Manual.
- 8 Financing and Implementation
 - 8.1 Assess operating and capital costs to implement plan recommendations.
 - 8.2 Identify current sources of revenue and existing funding commitments.
 - 8.3 Identify unfunded requirements and evaluate financing alternatives to fund plan requirements.
 - 8.4 Prepare short-term and long-range funding and implementation plan.
 - 8.5 Produce Financing and Implementation chapter.
- 9 Draft Plan
 - 9.1 Staff and coordinate city, agency, and public reviews throughout the inventory and plan development phases.
 - 9.2 Conduct meetings and workshops.
 - 9.3 Prepare summaries of comments and written input.
 - 9.4 Evaluate responses and integrate into plan recommendations.
 - 9.5 Produce documentation of agency and community involvement.
 - 9.6 Consolidate outputs and recommendations from Tasks 2.1 - 2.7 above and prepare draft plan.

- 9.7 Organize plan by program function and segregate major river basins from urban surface water programs.
- 9.8 Develop recommended program into two categories: (1) early actions, and (2) long-range implementation program.
- 9.9 Prepare cost estimates for (1) and (2) above.
- 9.10 Develop maps, tables, and other illustrative materials.
- 9.11 Print copies of the draft comprehensive flood control management plan.

Project Completion Date: December 31, 1989

BUDGET INFORMATION

1987-1989 BIENNIUM COST ALLOCATION BY MAJOR PROJECT ELEMENT

MAJOR PROJECT ELEMENTS	ESTIMATED ELIGIBLE COST
Inventory & Analysis	
1 Historical Perspective	\$12,000.00
2 Watershed Profiles	\$88,000.00
3 Issue Analysis	\$31,000.00
Plan Preparation	
4 Goals and Objectives and Watershed Planning	\$13,500.00
5 Capital Improvements	\$17,000.00
6 Facility Maintenance	\$15,000.00
7 Flood Warning	\$22,500.00
8 Financing and Implementation	\$10,000.00
9 Draft Plan	\$13,500.00
Subtotal of Estimated Eligible Project Cost	\$222,500.00

1989-1991 BIENNIUM COST ALLOCATION BY MAJOR PROJECT ELEMENT

Plan Preparation	
4 Goals and Objectives and Watershed Planning	\$13,500.00
5 Capital Improvements	\$17,000.00
6 Facility Maintenance	\$15,000.00
7 Flood Warning	\$22,500.00
8 Financing and Implementation	\$10,000.00
9 Draft Plan	\$13,500.00
Subtotal of Estimated Eligible Project Cost	\$91,500.00
Total Estimated Eligible Project Cost	\$314,000.00

Appendix B

Flood Control Assistance Account Program Grant Agreement

GUIDELINE:
SUBMISSION OF A-19-1 VOUCHER
AND SUPPORTIVE DOCUMENTS

The purpose of this appendix is to assist the CONTRACTOR/GRANTEE in determining allowable items of cost. If the CONTRACTOR/GRANTEE fails to name an item of cost in the request for payment, this does not imply it is either allowable or unallowable; rather, determination of allowability shall be based upon the treatment of similar or related items of cost.

1. Factors Allowing Cost

In order to be allowable, cost must:

- a. Be necessary and reasonable and not be a general expense,
- b. Not be prohibited by any laws or regulations,
- c. Conform to any cost limitations or exclusions,
- d. Be consistent with state and federal (when applicable) policies, regulations and procedures,
- e. Be given consistent treatment through uniform accounting principles,
- f. Not be allocated to or included as a cost of any other state/federally financed program, past, or present,
- g. Be net of all allowable credits.

2. Certification

To assure expenditures are proper, vouchers requesting payment must be certified by the CONTRACTOR/GRANTEE. Form A19-1 has a certification provision which must be signed by the CONTRACTOR/GRANTEE or its authorized representative before payment will be allowed.

3. Credits

The applicable portion of any income, rebate, allowance, and other credit relating to any allowable cost, received by or accruing to the CONTRACTOR/GRANTEE, must be credited to the DEPARTMENT, either as a cost reduction, or by cash refund, as appropriate.

4. Unforeseen/Emergency Expenditures

A contingency line item providing a specified amount for reimbursement for unforeseen expenditures may be made only with the prior written approval of the DEPARTMENT.

5. Allowable Expenditures

No request for payment will be honored for those expenditures incurred before the commencement date of the agreement, or after termination of such agreement, unless otherwise agreed upon in writing.

6. Contract Provisions Controlling

Where any discrepancies between the specific provision of the agreement and the applicable cost principles arise, the agreement provision shall apply.

The DEPARTMENT will not provide reimbursement in excess of the DEPARTMENT'S share of the total eligible project cost.

7. Phone Number

The CONTRACTOR/GRANTEE must include his business phone number along with the documents requesting payment to expedite processing should questions arise.

8. Instructions - Form A19-1

Specific instructions for filling out the A19-1 voucher and supportive documents are found in "Financial Guidelines for Grants Management," Chapter 6, published by the Washington State Department of Ecology. A copy of this text is available from the DEPARTMENT and is furnished with the Pre-Application package.

9. Cost Object Breakdown

The documents supporting each request for payment must have a brief concise breakdown of each cost object under the agreement, along with a brief explanation for the changes.

10. Allowable Costs

Generally, whether costs are allowable depends upon cost principles applicable to the particular project agreement. However, certain costs are commonly allowed. These include:

- advertising
- compensation for personal services
- construction inspection
- depreciation and use allowances
- employee fringe benefits
- employee moral, health and welfare
- maintenance and repair
- materials and supplies
- taxes
- transportation
- travel related directly to this grant

Employee benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, sick leave, court leave, military leave, and the like, if they are: (1) provided pursuant to an approved leave system, and (2) the cost thereof is equitably allocated to all related activities, including grant programs.

Employee benefits in the form of employers' contribution or expenses for social security, employees' life and health insurance plan, unemployment insurance coverage, workman's compensation insurance, pension plans, severance pay, and the like provided such benefits are granted under approved plans and are distributed equitably to grant programs and to other activities.

Where any questions involving allowability of costs arise, the DEPARTMENT contracts officers should be consulted; otherwise, certain costs may be disallowed.

11. Payroll and Distribution of Time

Amounts charged for personal service, regardless of whether treated as direct or indirect costs, will be based on payrolls documented and approved in accordance with the generally accepted practice of the state or local agency. Payrolls must be supported by time and attendance or equivalent records for individual employees. Salaries and wages of employees chargeable to more than one cost objective must be supported by appropriate time distribution records. The method used should produce an equitable distribution of time and effort. Such time records must be certified by the project director. Such certified records are the only allowable source document for charging and reporting personnel expenditures.

12. Costs Allowable With Prior Written Approval

Certain costs require prior written approval of the DEPARTMENT. Costs requiring prior approval including indirect costs, some direct costs such as equipment, insurance and indemnification, and pre-agreement costs. Again, reference to cost principles and consultation with DEPARTMENT officials should eliminate any questions and possible rejection of incurred costs.

13. Unallowable Costs

Certain costs are commonly disallowed. These unallowable costs include:

- bad debts
- contingencies
- contributions and donations
- entertainment
- finances and penalties
- interest and other financial costs
- project planning work
- project design work
- underrecovery of costs under grant agreements

See Section 18, "Financial Guidelines For
Grants Management"

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Once again, whether a cost is unallowable depends upon the applicable cost principles to the agreement. Failure to clarify any question whether a cost is unallowable or allowable may result in its disallowance by the DEPARTMENT.

APPENDIX C

Quarterly Reports, billings* and the Project Completion Report shall be required on the following dates:

Period Covered	Due
January 1988 - March 1988	April 15, 1988
April 1988 - June 1988	July 15, 1988
July 1988 - September 1988	October 15, 1988
October 1988 - December 1988	January 15, 1989
January 1989 - March 1989	April 15, 1989
Project Completion Report plus Final Billing	June 30, 1989

*Billings may be submitted more frequently, but not more than once a month. (See Section B Payment of Grant Funds to Grantee.) All billings shall be submitted with a narrative describing the activities completed during that billing period if not submitted with the Quarterly Report.

I. GENERALDate May 3, 1988 County File No. _____

1. Program Title: Comprehensive Flood Control Management Plan
2. Department : Public Works, Surface Water Management Division
3. Contact Person: Jim Kramer, Manager Tel. No. 296-6585
4. Program Period: May/ /1988 to Dec/ /1988; Year 1 of Years 3
5. Number of Grant funded employees: 2; 2 F.T.E.'s

II. PURPOSE OF PROGRAM

1. What need is addressed? To meet requirements of RCW 86.26 maintaining King County's eligibility for State funding under the Flood Control Assistance Account Program (\$500,000 per biennium). To update the outdated 1964 County Flood Control Plan.
2. When the program is completed what will be gained?
A contemporary flood control plan that is responsive to community needs. Flood control policies, standards and priorities that provide more effective utilization of limited financial resources. A functional plan to implement flood plain management goals/objectives of King County Comprehensive Flood Control Plan.
3. Why should the County engage in this activity? How does this activity relate to current programs and responsibilities?
To assure King County meets the requirements of RCW 86.26 and maintains its eligibility for State FCAAP funding. State funding of approx. 70 percent of Plan costs provides significant savings to County which otherwise would not be available. County has opportunity to assume regional leadership and develop Plan that is integrated with city interests and plans assuring compatibility between municipalities that share common watersheds. The Plan relates to current river maintenance programs, flood warning and response responsibilities, existing flood control programs in Green/White Basins, surface water management programs and Community Plans (e.g. Snoqualmie)

III. PROGRAM ACTIVITY

1. Target population:
 - a) Who or what will be affected? b) How many will be served?
Countywide focus of Plan will affect entire County population (approx. 1.4 million). Programs and services resulting from the Plan will affect some landowners and residents directly (river-front landowners) and others indirectly (protection of floodplain resources).
2. Outline proposed work program and time scale. (These may be attachments if not part of grant application)

(See attached outline and grant agreement)
3. When the grant funds are expended will the program activity cease?

If not, what activity will continue? The grant is expected to fund approximately 70 percent of total Plan costs through completion in 1990. Flood control and drainage management programs and priorities are expected to change from current practices. Program responsibility will continue as King County has State and County statutory responsibility for flood control and flood plain management functions.

IV. BUDGET (Amounts applied for)

1. What present and future funding is proposed? 7241

	Program Years		
	1988	1989	1990
Federal			
State			
Other	\$131,000	\$91,500	\$98,438
Grants Total	\$131,000	\$91,500	\$98,438
County (Cash)	49,801	45,556	42,189
County (In-Kind)			
Total	180,801	137,056	140,627

2. Source of match (Year 1) Fund

	Fund	Dept	Org.	A/C	\$
Cash					
In-Kind (staff and operating costs)	105	PW	1745	F90002	49,801

NOTE: Identify match sources as bonds, land, staff, etc.

3. Expenditures: (Year 1) Personnel Contracts Other Total

Direct Costs;	132,549	10,000	38,252	180,801
Indirect Costs; @ _____ % of \$ _____		0		0
Program Total;				\$ 180,801

4. When grant funding ends, what is the annual cost required to:

a) Continue the program? \$ 0; or

b) for C.I.P. projects, operating and maintenance \$ unknown

V. EVALUATION

Explain how the project will be evaluated; what will be evaluated; who will do the evaluation?

The project will be evaluated annually through the conditions established by the KC/DOE grant agreement. Evaluations will also be conducted departmentally through regular work programs and quarterly reports. Ultimate project evaluation will be done by the Executive and Council in their decisions on the direction and content of the recommended Flood Control Management Plan and the County's financial and program commitment to implement its recommendations.