



RESOURCES LEGACY FUND  
CREATIVE SOLUTIONS. LASTING RESULTS.

November 2, 2021

Robert Harrison, City Manager  
City of Yakima  
129 N. 2<sup>nd</sup> St  
Yakima, WA 98901

Re: Grant Award Letter and Grant Agreement for Nelson Dam Removal: Water Supply,  
Riverine Process and Fish Passage Improvements  
Grant #15703

Dear Mr. Harrison:

It is a pleasure to inform you that Resources Legacy Fund (RLF) has approved a grant in the amount of \$500,000 (Grant) payable to City of Yakima. This Grant is to support deconstruction of Nelson Dam on the Naches River in Washington. These funds are awarded to your organization through RLF's Open Rivers Fund program.

Unless approved in writing by RLF, City of Yakima must adhere to the terms and conditions of the attached Grant Agreement (Agreement) and the proposal submitted to RLF on November 2<sup>nd</sup>, 2021 (Proposal). If the terms of the Agreement differ from your Proposal, the Agreement will control. By signing the attached Agreement, City of Yakima confirms that it agrees to all of the terms and conditions set forth in the Agreement.

If the payment or reporting schedules in the Agreement present any significant difficulties for you, please contact us as soon as possible. If the Agreement correctly sets forth your understanding of the terms and conditions of the Grant, please have an authorized officer of City of Yakima sign, date, and complete the additional information required on the attached Agreement. The online signature system will automatically send the executed Agreement to RLF and City of Yakima, and you should also retain a copy for your files. Funds will not be released prior to the receipt of the signed Agreement.

Please direct programmatic questions and communications regarding this Grant to Shara Sparks, Program Officer, Lands, Rivers, and Communities, at [ssparks@resourceslegacyfund.org](mailto:ssparks@resourceslegacyfund.org) or (916) 442-5057, or Steve Malloch, RLF's outside consultant for this project, at [spmalloch@gmail.com](mailto:spmalloch@gmail.com) or (206) 818-0482, and any grant administration questions and communications regarding this Grant to Open Rivers Fund Program Coordinator Katt Lundy at [klundy@resourceslegacyfund.org](mailto:klundy@resourceslegacyfund.org) or (916) 442-5057. **In all correspondence with us, please refer to the above-referenced grant number.**

The RLF Board of Directors and I are pleased to assist you with this project and wish you success.

Sincerely,

Julie Turrini  
Director of Lands, Rivers, and Communities

<b>Organization:</b>	City of Yakima	<b>RLF Program:</b>	ORF
<b>Project Name:</b>	Nelson Dam Removal: Water Supply, Riverine Process and Fish Passage Improvements	<b>Grant Number:</b>	15703
<b>Grant Amount:</b>	\$500,000		

## GRANT AGREEMENT

This Grant Agreement (Agreement) is entered into as of the Effective Date (defined below) by and between Resources Legacy Fund (RLF) and City of Yakima (Grantee). RLF and Grantee hereby agree as follows:

1. RLF makes this grant of \$500,000 (Grant) to Grantee to support deconstruction of Nelson Dam on the Naches River in Washington as described in Grantee's final proposal submitted to RLF on November 2<sup>nd</sup>, 2021 (Proposal), and as described in this Agreement. If the terms of this Agreement differ from the Proposal, this Agreement will control.
2. Upon receipt of this Agreement signed by Grantee, Grant funds will be disbursed according to the schedule in Attachment 1, subject to the provisions of this Agreement. The term of the Grant is from the date Grantee signs this Agreement (Effective Date) to the due date of the Final Grant Report, as specified in Attachment 1. Grantee will use the Grant solely for the purposes described in this Agreement and the Proposal, and will return to RLF any funds not expended or committed for the purposes of the Grant within the Grant period. **Grantee understands that the Grant is not a gift and agrees that RLF is granting funds to Grantee to pursue the purposes outlined in this Agreement.**
3. Grantee will deliver written Grant report(s) to RLF according to the schedule in Attachment 1 (Grant Report(s)). Unless provided otherwise in Attachment 1, the Grant Report(s) shall contain a narrative report and a financial report. The narrative report should describe what the Grant has accomplished as of the date of the Grant Report. The financial report should detail the following: (a) all Grant fund expenditures during the applicable reporting period, and (b) an analysis of budget (as set forth in the Proposal) compared to actual spending, and a narrative explanation of any differences between the two. If the schedule in Attachment 1 requires RLF approval of a Report, that approval does not constitute, and should not be relied on by Grantee as, any advice or assurance of Grantee's legal compliance. **Grantee must obtain pre-approval, and amendment of the Agreement, for any reallocation of the budget of 20 percent or more in any line item, or for creation of a new line item.**
4. RLF's funding of this Grant under this Agreement is contingent upon (a) RLF's review of Grantee's work in connection with this Grant, and its determination that satisfactory progress and performance of the expected purposes is occurring, (b) RLF's timely receipt and its review and approval of Grant Reports submitted by Grantee, and (c) Grantee's compliance with all terms and conditions of the Grant. If at any time RLF determines that Grant purposes are not met, that Grant purposes are unlikely to be met, or that Grantee fails to satisfy the reporting requirements in paragraph 3 above, or otherwise violates the terms of the Grant, RLF may terminate the Grant or may (a) reduce or discontinue Grant funding, (b) require no further spending of Grant funds already disbursed to Grantee, and/or (c) require the return of unspent Grant funds already disbursed to Grantee. If termination occurs prior to the scheduled end date of the Grant, Grantee shall, upon RLF's request, provide RLF a full accounting of the

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receipt and disbursement of funds and expenditures incurred under the Grant as of the effective date of termination.

5. Grantee shall notify RLF immediately of any anticipated or actual changes in Grantee's head of organization, regardless of title, and/or key personnel identified either in the Proposal or this Agreement. Grantee acknowledges and agrees that changes in Grantee's head of organization, regardless of title, and/or key personnel may trigger RLF review and reassessment of Grantee's ability to meet the purposes of the Grant, and that, following such review, RLF may decide to impose additional terms, conditions, or other limitations on any unexpended Grant funds, including return of those funds.
6. Grantee shall consult RLF prior to making any public announcement or publishing a written description of the Grant, including in the media or on the Internet. If RLF authorizes such announcement, the Grant is to be described in any written material as having been "made through the Open Rivers Fund, a program of Resources Legacy Fund supported by The William and Flora Hewlett Foundation." Grantee shall also submit copies of all printed press coverage of, or references to, Grantee's work funded by this Agreement, and shall notify RLF of all other related media coverage.
7. Grantee agrees that RLF may include information on the Grant in periodic public reports, and may also refer to the Grant in a press release or other public communication without Grantee's prior approval.
8. The parties agree that a material condition of this Agreement is that Grantee makes the data, research, knowledge, and other information developed with the Grant funds freely available and without condition to RLF, consistent with the charitable purposes of the Grant.
9. By entering into this Agreement, Grantee certifies that it is not a private foundation as defined by Internal Revenue Code Section 509. Grantee shall advise RLF immediately if its federal tax-exempt status or foundation classification has changed.
10. Grantee will maintain financial books and records as required by the Internal Revenue Code and U.S. Department of Treasury Regulations and, if requested by RLF or its agent, will make such books and records available to RLF or its agent at a reasonable time and location for review and audit. Grantee will keep copies of all books and records for at least four years after the date that all of Grantee's obligations under this Agreement have been fulfilled.
11. Grantee shall ensure compliance with all applicable laws and regulations in the performance of activities under this Agreement, including, without limitation, those laws or requirements regarding authority to conduct business, permits, licenses, tax, employment, reporting, data protection, lobbying and contacts with government officials (including the provision of gifts) as well as the Telephone Consumer Protection Act of 1991, as amended, and any and all other laws, of any applicable jurisdiction, governing the work performed. Grantee further agrees that no funds received under this agreement will be used to engage in civil disobedience.

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12. Grantee shall not use any portion of the Grant funds for reportable or disclosable activities under applicable state or local campaign finance disclosure or election laws, such as ballot measure contributions.
13. Grantee shall not use the Grant in any attempt to influence legislation within the meaning of Internal Revenue Code sections 501(h), 4911, 4945(d)(1) or (e). For purposes of this Agreement, this prohibition shall include but not be limited to any attempt to influence legislation at any governmental level.
14. By entering into this Agreement, RLF is not designating the use of funds or directing any activities for the purpose of attempting to influence administrative or legislative action within the meaning of state or local law. In the event Grantee uses funds or other resources to influence legislative or administrative action, Grantee may incur reporting requirements under applicable law.
15. Grantee shall not use any of the Grant funds for any of the following purposes: to influence the outcome of any specific public election, or to conduct, directly or indirectly, any voter registration drive, within the meaning of Internal Revenue Code Section 4945(d)(2); to induce or encourage violations of law or public policy; to cause any private inurement or improper private benefit to occur; to provide a grant to an individual or organization which does not comply with the requirements of Internal Revenue Code sections 4945(d)(3) and (4); or, for any other purpose that is not charitable, scientific, or educational, within the meaning of Internal Revenue Code Section 170(c)(2)(B).
16. Grantee shall maintain General Liability Insurance (including operations, products and completed operations, as applicable) with coverage limits no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the activities under this Agreement or the general aggregate limit shall be twice the required occurrence limit. Additionally, Grantee shall maintain an Errors & Omissions/Professional Liability policy with coverage limits no less than \$1,000,000 per occurrence. Upon RLF's request, Grantee shall furnish RLF with evidence of the appropriate insurance coverage.
17. To the extent permitted by law, Grantee agrees to indemnify, protect, defend, and hold harmless, at Grantee's sole cost and expense, RLF and its directors, officers, employees, agents, attorneys, representatives, successors, and assigns from and against any and all losses, demands, actions, suits, orders, causes of action, expenses, costs, obligations, liabilities, claims, debts, expenses, judgments, damages, and liabilities of whatever kind or nature, by whomever asserted, in law, equity, or otherwise, and including interest, penalties, and reasonable attorneys' and experts' fees and costs (each a "Claim" and, collectively, "Claims"), that RLF may incur as a result of (a) the project that is described in the Proposal and funded by the Grant; (b) the negligence or willful misconduct of Grantee or its employees or agents in connection this Agreement, or (c) Grantee's failure to perform, any of the representations, warranties, or agreements contained in this Agreement. Grantee hereby releases and forever discharges RLF, and its directors, officers, employees, agents, attorneys, representatives, successors, and assigns, from all Claims arising from, or relating to, or based upon, in whole or in part, this Agreement. Grantee

**Organization:** City of Yakima  
**Project Name:** Nelson Dam Removal: Water  
Supply, Riverine Process and  
Fish Passage Improvements  
**Grant Amount:** \$500,000

**RLF Program:** ORF  
**Grant Number:** 15703

hereby waives the protection of California Civil Code Section 1542, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

GRANTEE SIGNATORY'S INITIALS: \_\_\_\_\_

18. This Agreement represents the entire agreement of the parties with respect to the Grant, and supersedes any prior oral or written understanding or communication between the parties. This Agreement shall only be amended or modified in a writing signed by both parties, except that a no-cost extension, adjustment to payment schedule, or minor change to the project budget or scope of activities requested by Grantee may be approved unilaterally by RLF through a written or email communication to Grantee.
19. In the event either party is unable to perform its obligations under the terms of this Agreement because of acts of God, epidemics, or government action, such party shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes.
20. By signing this Agreement, Grantee agrees to its terms and conditions , and warrants and represents that its signatory whose signature appears below has been, and is on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on its behalf.
21. This Agreement is governed by the laws of the State of California, and the parties agree that enforcement of the Agreement, and resolution of any disputes arising out of or related to the subject matter of the Agreement, shall be resolved by arbitration conducted by a private arbitration service under the laws of the State of California.

**[Paragraph 22 and signature blocks on next page]**

**Organization:** City of Yakima  
**Project Name:** Nelson Dam Removal: Water  
Supply, Riverine Process and  
Fish Passage Improvements  
**Grant Amount:** \$500,000

**RLF Program:** ORF  
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22. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic means, and/or an electronic "e-signature" may be used by an authorized representative of Grantee to bind it to this Agreement, and any such signature shall have the same legal effect as an original.

**RESOURCES LEGACY FUND:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Julie Turrini  
Director  
Lands, Rivers, and Communities

**CITY OF YAKIMA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
(Signature)

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

EIN: \_\_\_\_\_

Internal Revenue  
Code Designation: \_\_\_\_\_

**Please provide  
mailing address  
for payments.**

Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

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**Attachment 1: RLF Reporting and Payment Schedule**

<b>PAYMENT AMOUNT</b>	<b>FINANCIAL &amp; NARRATIVE REPORT DUE<sup>1</sup></b>	<b>OTHER SCHEDULED ACTIVITIES OR DELIVERABLES</b>	<b>CONDITIONS FOR PAYMENT</b>
\$500,000	n/a	n/a	Upon RLF's timely receipt of signed Grant Agreement.
n/a	Interim Grant Report via check-in call with Steve Malloch and RLF staff 05/01/2022	n/a	n/a
n/a	Interim Grant Report via check-in call with Steve Malloch and RLF staff 12/15/2022	n/a	n/a
n/a	Final Grant Report 06/30/2023	Narrative report should describe the following: (a) Grantee's activities conducted during the reporting period; and (b) Grantee's progress in advancing Project Outcomes and Indicators of Success identified in Grantee's Proposal.	<i>Potential future funding contingent upon RLF's timely receipt and approval of final reports.</i>

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<sup>1</sup> See paragraph 3 of Grant Agreement. Further details regarding requirements for reports are provided in **Attachment 2**.

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n/a	Post-Dam Removal Monitoring Report 06/30/2024	Written report describing watershed monitoring activities conducted post-dam removal, with analysis of watershed impacts documented.	<i>Potential future funding contingent upon RLF's timely receipt and approval of monitoring reports.</i>
n/a	Post-Dam Removal Monitoring Report 06/30/2025	Written report describing watershed monitoring activities conducted post-dam removal, with analysis of watershed impacts documented.	<i>Potential future funding contingent upon RLF's timely receipt and approval of monitoring reports.</i>



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## Attachment 2: RLF Grant Reporting Guidelines

Your reports give you, the grantee, an opportunity to convey the information that you feel best captures the work done during the reporting period. They also provide Resources Legacy Fund (RLF) with information for explaining your work to various internal and external audiences, and using it in evaluating RLF grantmaking, as well as an opportunity to give feedback regarding your project.

Interim Reports should reflect the period since the previous grant milestone. Final Reports should reflect the entire grant period.

Please include the following information:

**Project Outcomes:** Provide a brief summary of the actual outcomes achieved during the reporting period. Please use the “Expected Outcomes,” “Activities,” and “Indicators” that you mentioned in your application as reference (425 word limit).

### **IF GRANT IS FOR DAM REMOVAL INCLUDE:**

In addition to the outcomes described in the proposal, when reporting as specified in Attachment 1, please include the following where applicable:

- Names of dams removed, location including river or stream;
- River miles opened/ connected <sup>2</sup>;
- River miles restored;
- Other habitat restored;
- Species benefited or likely benefited;
- Updated diversion practices or reduced operational costs for dam or diversions;
- Public funds contributed or leveraged with ORF grant (\$ amounts and names of funding sources) ; and
- Private funds contributed or leveraged with ORF (\$ amounts and names of funding sources).

**Narrative:** Please limit the narrative to no more than five (5) pages in length (standard 12-point font). Report progress made toward the original project objectives as noted in your proposal and grant agreement. Please address the following in your project review:

- Successes and challenges.
- Key lessons learned.
- How you intend to share the results of your work.

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<sup>2</sup> For Open Rivers Fund purposes, “river miles opened” should be calculated as the total miles of potential fish bearing stream (including tributaries) made accessible upstream following, and as a result of, the removal/remediation of the passage impediment, as measured from the location of the impediment removed/remediated to the next passage impediment upstream for fish. There may be occasions where the number of “river miles opened” will vary for different fish species or vary for the different life stages of the same species; when this is the case, “river miles opened” for Open Rivers Fund purposes should be calculated as the highest number of river miles opened for the fish species involved and/or their related life stages, without any double counting. For example, if the rivers miles opened on a stream following impediment removal for juvenile coho salmon is 10 miles, for adult coho salmon is 15 miles, and for steelhead is 20 miles, the “river miles opened” for purposes of Open Rivers Fund would be 20 miles. When there is such a variance in stream miles made accessible for species and/or life stages, a description of such variance should be included in the reporting.

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- Partnerships you engaged in on this project. How such partnerships affected your work. What was effective in collaborating with other groups?
- The next phase of this effort.

**Financial:** Provide an accounting of grant funds spent to date. If you have unspent funds and have finished the work that was proposed in the Grant, return the unspent funds to RLF or submit a request to use those funds for other acceptable, charitable purposes.

**Other Items:** Submit other specific documents required by the grant agreement. These may include:

- Digital photographs of your project (if applicable);
- Copies of all printed media coverage of your project;
- If a land transaction grant, documentation of number of acres acquired, resources protected, and ultimate ownership;
- If a restoration grant, documentation of the number of acres or river miles restored;
- An indication that GreenInfo Network has been notified of a property acquisition (if applicable);
- An indication that the restoration or land transaction project has been entered into the Natural Resource Project Inventory (if applicable); and
- Any other work products resulting from, or leveraged by, the grant monies.

Submit full and complete reports to Katt Lundy, Program Coordinator, Open Rivers Fund, [klundy@resourceslegacyfund.org](mailto:klundy@resourceslegacyfund.org), by the dates noted in your Grant Agreement. RLF will provide substantive feedback to grantees within eight weeks of receipt of the final report. Failure to provide timely and complete reports to RLF on your project may result in your disqualification for future grants from RLF.