

**AGREEMENT FOR AWARD OF
COOPERATIVE WATERSHED MANAGEMENT GRANT FUNDS
BETWEEN THE CITY OF REDMOND AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the City of Redmond ("Recipient"), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **June 30, 2020**.

Primary Contact for King County: Kim Harper, Grant Administrator, 206-477-6079,
Kim.harper@kingcounty.gov.

Primary Contact for Recipient: Tom Hardy, Senior Planner, 425-556-2762,
Twhardy@redmond.gov.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District ("District") is a quasi-municipal corporation of the State of Washington, authorized to provide funding for cooperative watershed management arrangements and actions for purposes of water quality, water resource, and habitat protection and management;
- 1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget;
- 1.3 Whereas, the Board of Supervisors of the District (the "Board"), the District's governing body, passed Resolution FCD 2017-07.2 on November 13, 2017, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$4,520,525 in 2018 for water quality, water resources and habitat restoration and management projects and activities allocated in the amounts of \$897,324 for the Snoqualmie Watershed, \$1,695,197 for WRIA 8, \$1,695,197 for WRIA 9, and \$232,807 for WRIA 10 projects in King County, provided that the project list is approved by the Board;
- 1.4 Whereas, in accordance with Resolution FCD2012-07.2 and in its capacity as service provider to the District, King County has established a grant award program, called the Cooperative Watershed Management Award Program, to fund water quality, water resources and habitat restoration and management projects and activities;
- 1.5 Whereas, the Recipient submitted an application to its respective WRIA forum or committee for the Project, as described in Exhibit A attached hereto and incorporated herein by this reference, and that body has recommended the Project for funding under the Cooperative Watershed Management Grant Program in accordance with King County's Cooperative Watershed Management Grant Program Policies and Procedures, a copy of which has been furnished by King County to the Recipient and which are

incorporated herein by this reference (“Grant Policies and Procedures”);

- 1.6 Whereas the District’s Board of Supervisors has received a list of proposed projects that includes the Project, and the Board of Supervisors has approved the Project for funding up to the amount of **\$143,490**;
- 1.7 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B (“Scope of Work”), and the Budget, attached hereto and incorporated herein as Exhibit C (“Budget Summary”), are consistent with the Grant Policies and Procedures;
- 1.8 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with the Policies and Procedures, and the Recipient will implement the Project.

SECTION 2. AGREEMENT

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to award the Recipient an award in the total amount of **\$143,490** from District funds (the Award). The Award shall be used by the Recipient solely for the performance of the Project. King County shall pay the Recipient in accordance with the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) The activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; and 5) such activities and expenses do not occur prior to the date the grants were approved by the District and reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.
- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form for those documented and allowable expenses

identified in the Budgets and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon execution of this Agreement. Progress reports for each project (with or without requests for payment) shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form shall be submitted with all payment requests. A one-time advance may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. The amount of the advance may not exceed 20% of the total award amount. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.

- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form unless a more detailed final report is specified in the scope of work. A blank Close-out Report form shall be provided to the Recipient by King County upon execution of this Agreement. The final report shall include a summary of the Project's successes and shall address the watershed benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and

federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project.

SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.5. The Project shall be completed by no later than **June 30, 2020**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the King County Council to complete the Scope of Work. If no such appropriation is made,

this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

This document has been approved as to form by the King County Prosecuting Attorney's Office as of July 15, 2016.

KING COUNTY:

RECIPIENT:

By *Josh Baldi*

By *John Marchione*

Name Josh Baldi

Name JOHN MARCHIONE

Title Director, WLRD, DNRP

Title MAYOR

Date 1.11.19

Date 12/21/2018

EXHIBIT A: PROJECT DESCRIPTION

PROJECT	RECIPIENT	DESCRIPTION	MATCH	AWARD
NE 95 th Street Bridge Replacement & Restoration	City of Redmond	Redmond proposes using CWM funding to install four log jams with associated backwater alcoves on both banks of a 300-foot reach of Bear Creek, along with 1.4 acres of riparian planting. This work extends similar mitigation work associated with proposed future bridge replacement immediately upstream.	\$51,500	\$143,490

Project Location: Bear Creek Reach 6, approximately river mile 3.

EXHIBIT B: SCOPE OF WORK

Task Title	Task Description (Include Activities and Deliverables)	Estimated Percent of Total Budget	Month/Year Task will be Completed
Task 1:	Complete 60% design	0%	October 2018
Task 2:	Secure environmental permits	0%	November 2018
Task 3:	Complete final design	0%	March 2019
Task 4:	Solicit bids for construction and enter into a construction contract	0%	May 2019
Task 5:	Excavate alcoves on both banks of Bear Creek on a 300 foot reach to enhance floodplain reconnection and create high flow refuge pockets	0%	July 2019
Task 6:	Furnish and install four log structures with earth anchors on a 300 foot reach of Bear Creek	70%	July 2019
Task 7:	Control invasive weeds and install native plants over a 63,000 sf area immediately adjacent to Bear Creek	30%	October 2019
Task 8: Project Administration (Required)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.		January 2020

EXHIBIT C: BUDGET SUMMARY

BUDGET ITEM	GRANT REQUEST
PROJECT SUPPLIES	\$ 143,490
TOTAL	\$ 143,490

CITY CONTRACT ROUTING & APPROVAL

Instructions on Back

Project Title: Cooperative Watershed Management Grant 95th St Bear Cr Enhancement

Project No: 20021406.04.02.03

Type of Service: Grant for construction of project

Provider of Service: King County

Source of Funding: King County Flood Control District

Original Contract/Agreement Amount: \$143,490 Estimated Start Date: January 1, 2019

Current Contract/Agreement Amount (includes previous supplements, if any): \$143,490

Proposed Increase: N/A Council Approval Date: N/A 11/20/18

New Contract Total: \$143,490 Estimated Completion Date: June 30, 2020

Project Administrator: Tom Hardy Ext: 2762

Return contract to: Tom Hardy Mailstop: 2NPW Ext: 2762

Supervisor/Manager Signature [Signature] Date 11/27/18

Department Head/Designee Signature [Signature] Date 12/4/18

Remarks: The Cooperative Watershed Management (CWM) grant will help pay for construction of the 95th Street Bear Creek enhancement project.

ROUTING PROCESS: (3 copies)

To: City Clerk (for routing and signatures) CX Date 12/18/18

Risk Manager [Signature] Date 12/20/18 (Signature or initials)

City Attorney [Signature] Date 12/13/18 (Signature or initials)

Mayor [Signature] Date 12/21/2018 (Signature or initials)

City Clerk [Signature] CX Date 12/27/18 (Signature or initials)

Note: Please return the fully executed routing sheet, contracts and agreements to the Originating Division for distribution except for one original retained by the City Clerk.

FINANCE USE ONLY: Dynamics (PA) Number [] City Contract Number 8943

Contract Routing & Approval Form – Instructions for Public Works Department

1. Start with three (3) original copies of the Construction Contract or Consultant Agreement. All documents must be signed by the construction company or consultant firm before routing for City signatures.
2. Originating Department: Complete this form through the “Remarks” section, including Division Head (or designee) signature. Incomplete forms will be returned to the originating division.
 - Type of Service: Typically “Construction Services” or “Consultant Services”
 - Provider of Service: Name of Contractor or Consultant
 - Source of Funding: Funding source or sources (e.g., Transportation CIP)
 - Original Contract/Agreement Amount: Total dollar amount (including all applicable taxes) of original Contract/Agreement
 - Estimated Start Date: Contract/Agreement start date
 - Current Contract/Agreement Amount: Total of Original Contract Amount, plus increases from all previous supplements. If this is the original contract, enter the same number as above.
 - Proposed Increase: For current supplement only. If this is the original contract, enter N/A.
 - New Contract Total: Current Contract/Agreement Amount from above plus Proposed Increase.
 - Council Approval Date: If applicable, otherwise N/A. Date needed if:
 - Consultant agreement/addendum exceeds \$25,000 for one year
 - Construction contract exceeds \$30,000 for single craft or \$50,000 for multiple crafts
 - Estimated Completion Date: For consultant agreements, this is the contract expiration date. For construction contracts, add one year to the estimated construction completion date.
 - Project Administrator: Enter Project Manager.
 - Remarks section:
 - Include any pertinent notes
 - For supplements, include the original contract number and any previous supplement numbers.
 - For supplements, also indicate the percentage increase or decrease
3. Flag all contract signature pages.
4. Securely fasten any explanatory memorandums or material in the front of the document.
5. Each Construction Contract copy must have an insurance certificate and performance bond (as required) securely fastened to the contract unless other arrangements have been made with the Risk Manager.
6. With this form on top, give all three copies to the Division Head/Supervisor for review and signature. Then deliver to Department Head for approval. Once approved, the contract/agreement goes to the City Clerk’s office for routing to the Risk Manager, City Attorney, and Mayor for approval. Once all approvals have been obtained, the City Clerk will assign a contract number and contact the person listed in the “Return contract to” field.
7. Standard turnaround time for contract routing is ten (10) days. Every effort will be made to expedite routing if the contract routing form is marked as “Urgent” in the “Remarks” section.
8. Distribution of fully executed contracts and agreements is as follows:
 - One (1) filed with City Clerk
 - One (1) to contractor or consultant
 - One (1) retained by department

Construction Contracts: Scan completed Contract Routing Form and fully executed signature pages and replace blank pages in electronic file on server. Notify Capital and Grant Analyst that contract has been fully executed and provide link to file.

Consultant Agreements: Provide a copy of the routing form and agreement to the Department Administrative Coordinator.