

AWARD NUMBER 8.13.2

**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 (referred to herein as "Recipient"), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to December 1, 2014.

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 District's governing body, passed Resolution FCD2012-11.2 on October 29, 2012, authorizing the King County executive or his designee to develop and administer a grant award program of up to \$3,150,000 in 2013 for water quality and water resources and habitat restoration and management projects and activities allocated in the amounts of \$1.2 million for WRIA 8, \$1.2 million for WRIA 9, \$600,000 for the Snoqualmie Watershed and \$150,000 for WRIA 10 projects in King County, provided that the project list is approved by the District executive committee;
- 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 to fund water quality and water resources and habitat restoration and management projects and activities ("Cooperative Watershed Management Award Program");
- 1.5 Whereas, the Recipient has submitted an application to the WRIA 8 Forum for the Project and the Forum 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 Executive Committee has received a list of proposed projects that includes the Project, as described in **Exhibit A** attached hereto and incorporated herein

by this reference, and the Executive Committee has approved the Project for funding up to the amount of **\$228,300**;

- 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”), 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 **\$228,300** from District funds (the Award). The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A of this Agreement. 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 to return to King County any portion of the Award that is not expended or remains after completion of the Scope of Work.
- 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 the 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 this 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) 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, attached hereto and incorporated herein as **Exhibit D**, for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. A progress report (with or

without a request 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. Advances are allowable only for anticipated expenses to be incurred in the next three months from the date of submission of the Request for Payment for work that is included in the Scope of Work of this Agreement, and identified as such in the Request. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment. No advances shall exceed 80% of the total Award. The final request for payment shall be submitted with the final report described in Section 2.6 of this Agreement and shall be no less than 20% of the Award.

- 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 and submit a Close-out Report (Exhibit E of this Agreement). The final report shall, among other things, summarize the project's successes and shall address the watershed benefits accomplished by the work in a format provided by King County for this purpose as set forth in the Grant Policies and Procedures.
- 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 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 this project on all literature, signage or press releases related to said project.

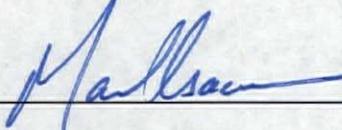
SECTION 3. GENERAL PROVISIONS

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties hereto 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 to this Agreement 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 December 1, 2014. 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 request and receive any unexpended Award funds that may be held by the Recipient.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. If any provision of this Agreement or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of said agreement, provided that the remaining provisions continue to effect the purposes of this Agreement.
- 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, 2012.

KING COUNTY:

By 
Name MARK ISAACSON
Title DIRECTOR, WLPD
Date 12.24.13

RECIPIENT:

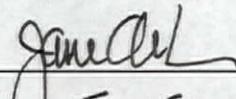
By 
Name JONE CHRISTENSEN
Title DEPUTY CITY ADMINISTRATOR
Date 12/17/13

EXHIBIT A: Project Description

WRIA	APPLICANT	PROJECT	DESCRIPTION	REQUEST	MATCH
8	City of Redmond	Evans Creek Relocation Design	Partial design funding for the Evans Creek relocation, which is intended to reconnect the channel with floodplain wetlands, restore riparian buffer function, and improve in-stream habitat.	\$228,300	\$792,568

EXHIBIT B: SCOPE OF WORK

TASKS	OUTLINED DESCRIPTION OF ACTIVITIES AND PRODUCTS	ESTIMATED PERCENT OF TOTAL AWARD BUDGET	DATES <i>When will task be completed?</i>
30% Design	Recipient shall provide King County with a 30% project design as described in Exhibit B1 (titled Exhibit A, Section 9.2 -- Preliminary Design Drawings) of a contract document between the City of Redmond and HDR titled Evans Creek Relocation and duly executed by the aforementioned parties on February 7, 2013.	100%	December 1, 2014
Credits	This funding will be acknowledged in public outreach materials associated with the design phase of this project.		
Final report	Submit a final report and the financial closeout documentation. Cannot be later than 30 days after the end date of the project.		December 1, 2014

EXHIBIT B2: Preliminary Design Drawing

(Excerpted from of a contract document between the City of Redmond and HDR titled Evans Creek Relocation and duly executed by the aforementioned parties on February 7, 2013)

9.2 Preliminary Design Drawings The preliminary design plans shall be at a design level sufficient to submit for permit applications for the State and Federal permit, and be used as a basis for real estate negotiations.

The Consultant will prepare 30% Design Drawings of the following disciplines:

- Temporary and Erosion Sediment Control plans
- Site Preparation – including construction access
- Stream channel plans and details
- Stream channel typical sections
- Storm drain and outfall plans
- Habitat structures plans and details
- Planting plans

Assumptions:

- The City of Redmond CAD standards will be used.
- Up to 25 drawings developed for the 30% Design Package.
- Up to three alternatives of the proposed channel alignment will be developed.

Deliverables:

- Hard copy of the 30% Design Drawings

EXHIBIT C: BUDGET

BUDGET ITEM	ITEM & COST BASIS FOR CALCULATING AMOUNT	GRANT REQUEST	MATCH FUNDS/IN-KIND <ul style="list-style-type: none"> • Source and status (pending or received) • Amount and note if in-kind or cash 	TOTAL PROJECT COST (Note: grant request and match must add up to total project cost)
Staff Salaries & benefits Unit of pay/Unit of time/Sub-totals Name & title for each Benefits basis includes: (<u>what</u>) and is calculated at <u>x</u> % of salaries	\$100,000 (estimate for preliminary design phase)		\$100,000 (approved in project budget)	\$100,000
Consultant services Purpose, basis and cost	\$910,868 (contract amount with consultant team for background studies, property coordination, preliminary design and permit submittals)	\$228,300	\$134,526 (received - KC Flood Control District) \$548,042 (approved in Redmond project budget)	\$910,868
Other costs (e.g., permits) Give a brief description of the purchase Basis and cost	\$10,000 (misc. costs including legal and permit application fees)		\$10,000	\$10,000
TOTAL		\$228,300	\$792,568	\$1,020,868

EXHIBIT D: REQUEST FOR PAYMENT AND PROGRESS REPORT



Water and Land Resources Division
River and Floodplain Management Section



King County Cooperative Watershed Management Grant Payment Request

Date _____
 Recipient Name City of Redmond
 Contact Name _____
 Phone _____
 Address 1 _____
 Address 2 _____
 City, State, Zip Code _____
 Request # _____ Dates (beginning & end date for this claim) _____

Instructions: Complete this spreadsheet and attach your financial / accounting system reports to document all expenses

PROJECT NAME Evans Creek Relocation Design PROJECT CODE 8.13.2

Budget Line Item (From Exhibit B Budget)	Budgeted	Current Request	Amount of all Previous Requests	Balance Remaining
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
TOTALS:	\$ -	\$ -	\$ -	\$ -

Amount from Current Request above requested as an advance

EXPLANATION:



Water and Land Resources Division
River and Floodplain Management Section



COOPERATIVE WATERSHED MANAGEMENT GRANT PROGRESS REPORT

Date	01/00/00
PROJECT	Evans Creek Relocation Design
PROJECT NUMBER	8.13.2
Recipient Name	City of Redmond
Contact Name	0
Phone	0
Address 1	0
Address 2	0
City, State, Zip Code	0
Request #	0
Dates (beginning & end date for this claim)	0

SCOPE OF WORK ITEM	DELIVERABLES: Progress / Status/percentage completed (note approximate or actual dates)
1)	
2)	

3)	
4)	
5)	

Add more pages if necessary

Please mail or e-mail all documents to:

Katrina Johnston
Water and Land Resources Division
Department of Natural Resources and Parks
KSC-NR-0600
201 South Jackson
Street, Suite 600
Seattle, WA 98104-3855
Phone: 206-263-0478 Fax: 206-205-5134 Email: katrina.johnston@kingcounty.gov

EXHIBIT E

CLOSE-OUT REPORT

Recipient	City of Redmond
Project title	Evans Creek Relocation Design
Project start and end dates	
Total award	\$
Total spent	\$
Amount due at close-out	\$
Total unspent	\$

Submit the following:

		Checklist	
		Previously Submitted	Attached
PROGRAMMATIC CLOSE-OUT			
1. Letter(s) of commitment from key partners.		<input type="checkbox"/>	<input type="checkbox"/>
2. Final report documenting the successful completion of the project according to the exhibit A: Scope of Work and timeline in your agreement.		<input type="checkbox"/>	<input type="checkbox"/>
3. Documentation of measurement methods and timelines and any results to date.		<input type="checkbox"/>	<input type="checkbox"/>
FOLLOWING ITEMS TO BE INCLUDED AS APPLICABLE			
	KCFCD acknowledgment		
4. Selection of outreach materials, such as: handouts, brochures, posters, newspaper clippings, press releases, and web page screen hard copies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Copies of selected printed materials, created for the project or about it, and/or other items that illustrate the successful completion of the project.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Selected copies of pictures, film, video, PowerPoint presentation in CD, DVD, email and/or documentation presenting your project, if applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FINANCIAL CLOSE-OUT			
7. Attach receipts and/or auditable accounting detail (may include: ledger-based copies, cancel checks, and payroll records).		<input type="checkbox"/>	<input type="checkbox"/>
8. Documentation of cash and in-kind match.		<input type="checkbox"/>	<input type="checkbox"/>

CONTINUED

PROVISIONS

By signing this Financial CLOSEOUT, I _____, an authorized representative of the above named award recipient (RECIPIENT), confirm that I have examined the information contained herein and that, to the best of my knowledge, it is a true and accurate account of all the financial expenses and in-kind contributions incurred by the above named project in the course of fulfilling the conditions of the AGREEMENT between RECIPIENT and King County (COUNTY).
I hereby acknowledge that there are no further expenses associated with this project, nor any pending or future claims to the COUNTY and that the COUNTY is not liable for any expenses not documented in Attachment B (Budget) of the AGREEMENT. I understand that the RECIPIENT is fully bound by the provisions of the AGREEMENT including, but not limited to, the return of COUNTY funds that are unspent or whose spending is unsubstantiated according to the terms of the AGREEMENT and the right to examine records. I further understand that the COUNTY, upon examining the financial close-out and the final report submitted by the RECIPIENT will determine the amount of the balance due to the RECIPIENT.

SIGNED _____ DATE _____

Approved for Close-Out Not approved for close-out

EXAMINER SIGNATURE: _____ DATE: _____

Notes:

END OF EXHIBIT E