

**AGREEMENT FOR AWARD  
OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT**

City of Redmond

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 1107 SW Grady Way, Suite 130, Renton, WA 98057 (referred to herein as "District"), and the City of Redmond, a municipal corporation in King County, Washington, located at 15670 NE 85<sup>th</sup> Street, Redmond, WA 98052 (referred to herein as "Recipient"), for the purposes set forth herein.

**SECTION 1. RECITALS**

1.1 Whereas, the District is a special purpose district organized and existing under authority of Chapter 89.08 RCW which engages in certain activities and programs to conserve natural resources, including soil and water, which activities are declared to protect and promote the health, safety, and general welfare of the people of the state of Washington; and

1.2 Whereas, pursuant to RCW 89.08.400 and/or RCW 89.08.405, King County has authorized and imposed a system of assessments and/or a system of rates and charges to finance the activities and programs of the District; and

1.3 Whereas, pursuant to RCW 89.08.220 and RCW 89.08.341 the District is authorized to enter into agreements with, or to furnish financial or other aid to, municipal entities and agencies (governmental or otherwise), or their designees, or any occupier of lands within the District, in order to carry out and facilitate the activities and programs of the District to conserve natural resources; and

1.4 Whereas, the District has reviewed the grant application submitted by Recipient and has determined that the application meets the requirements of Chapter 89.08 RCW and the District's policies and procedures for awarding grants; and

1.5 Whereas, the District and Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions relating to the District's award of a grant to Recipient.

**SECTION 2. AGREEMENT**

2.1 The District agrees to award Recipient a grant in the total amount of One Hundred Thirty Thousand and No/100 Dollars (\$130,000.00) from KCD-Redmond 2013-2017 Collections. Grant funds shall be used by Recipient solely for the performance of the work described in **Exhibit A** which is attached hereto and incorporated herein by this reference. The District shall pay the grant funds to Recipient in accordance with the District's policies and procedures, or as otherwise provided herein, including but not limited to, the policies and procedures contained in the grant program guidelines, provided that such funds have been collected and received by the District.

2.2 Recipient represents and warrants that it will only use the grant funds for the work described in **Exhibit A**, which may be amended by the parties pursuant to Paragraph 3.3 of the Agreement. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized work. Further, Recipient agrees to return to the District any grant funds that are not expended or remain after completion of the work covered by this Agreement.

2.3 Recipient acknowledges and agrees that the grant funds may only be expended on work which shall be entirely within the District's jurisdictional boundaries. The following municipal entities are not within the District's jurisdictional boundaries: Enumclaw, Federal Way, Milton, Pacific, and Skykomish. Recipient shall be required to refund to the District that portion of any grant funds which are used for work performed outside the District's jurisdictional boundaries.

2.4 In the event the scope of work authorized by this Agreement includes the use of grant funds to purchase houses located on real property within a flood hazard area, Recipient acknowledges and agrees that grant funds may only be used for such purposes if the houses to be purchased were constructed before floodplain mapping or sensitive areas regulations were in place for that area. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized purposes.

2.5 Recipient shall be required to provide the District with regular financial and project progress reports for the duration of the project. Grant funds are remitted to the Recipient on a reimbursement payment basis. Project progress reports must be submitted with each reimbursement request. Project progress and financial reports, along with the final narrative and financial summary reports shall be submitted through the District's online grant portal. The Recipient shall be required to submit to the District a final report which documents the Recipient's completion of the work in conformance with this Agreement within thirty (30) days after the completion of the work. The final report shall, among other things, summarize the project's successes and shall address the regional benefits accomplished by the work. The final report shall also identify any obstacles or challenges which were encountered during the work, along with general recommendations regarding ways to avoid such obstacles or challenges in the future. If requested, Recipient agrees to provide the District with additional financial or progress reports from time to time, at reasonable intervals.

2.6 Recipient's expenditures of grant funds shall be separately identified in the Recipient's accounting records. If requested, Recipient shall comply with other reasonable requests made by the District with respect to the manner in which project expenditures are tracked and accounted for in Recipient's accounting books and records. Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles and to meet the requirements of all applicable state and federal laws.

2.7 If the Recipient is a Washington municipal agency, Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS").

2.8 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. Recipient shall cooperate with the District in any such audit.

2.9 Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established in the Revised Code of Washington and the Washington State Archivist.

2.10 Recipient shall ensure that all work performed by Recipient or 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. Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

2.11 Recipient agrees to indemnify, defend and hold harmless the District, its elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property allegedly resulting from the negligent or intentional acts of the Recipient or any of its employees, agents, contractors or subcontractors in connection with this Agreement.

2.12 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.

2.13 Recipient shall notify the District if Recipient intends to sell, salvage, or otherwise dispose of any equipment purchased with grant funds. The proceeds received by Recipient from any sale, salvage or disposition, or the value of the equipment if proceeds were not received from any such action, must be: (a) re-invested back into the originally awarded project; (b) invested in a similar project with District approval; or (c) returned to the District.

### **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.

#### **DISTRICT:**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form:

#### **DISTRICT LEGAL COUNSEL:**

By Eric Frimodt

Name Eric Frimodt

Date 8/1/18

#### **RECIPIENT:**

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Approved as to Form:

#### **RECIPIENT'S ATTORNEY:**

By \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_

# Exhibit A



# Mackey Creek Rehabilitation

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*Member Jurisdiction Grant Program*

## ***Redmond***

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PO Box 97010  
Redmond, WA 98073-9710

## ***Tom Hardy***

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PO Box 97010/ MS:2NPW  
Redmond, WA 98073-9710

twhardy@redmond.gov  
O: 425-556-2762

# Application Form

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## ***Summary Information***

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### **Project Title\***

Mackey Creek Rehabilitation

### **Project Description - Short**

Provide a short, concise description of the project no more than two or three sentences.

In the summer of 2018, in Farrel-McWhirter Park, the City of Redmond will create a new stream channel, remove fish barriers, improve riparian conditions and enhance in-stream habitat in Mackey Creek.

### **Principal Partners (if any)**

We have submitted a grant application to King County Flood Control District Flood Reduction Grant

### **Amount of KCD Funding Requested\***

You will need to upload a detailed budget document before you submit your application. Please make sure the amount requested and total project cost amounts you list here match the amounts in the uploaded budget document.

\$130,000.00

### **Total Project Cost\***

\$1,518,069.00

### **Total Matching Funds (optional)**

\$325,800.00

### **Project Start Date\***

08/01/2018

### **Project End Date\***

12/31/2018

## Close Date

### Project Location\*

Address, Parcel #, OR L&L Points, for site specific projects only.

If more than two locations, state "multiple" and explain.

19545 NE Redmond Rd, Redmond, WA 98053

### Jurisdiction

If the applicant is not a city or jurisdiction, please type in the city or jurisdiction this project is located in.

Redmond

### Is your project on public or private land?\*

Public

### State Legislative District #\*

Click here to find it on the web. If your project resides in more than one district, type in the primary district or type in zero.

45

### King County District #\*

Click here to find it on the web. If your project resides in more than one district, type in the primary district or type in zero.

3

## Natural Resource Improvement Actions- Criteria Checklist

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Please **only** select "yes" below the action that your project **directly** addresses

### Direct Improvement of Natural Resource Conditions\*

To improve landscape and natural resource conditions as a result of direct action that enhances water quality, protects and conserves soils, implements ecosystem restoration and preservation projects (*examples include supporting private property owners with land stewardship, water quality, aquatic and wildlife habitat resources, removal of invasive weeds, stewardship on public land*)

**Does your project directly address this issue?**

Yes

### Education and Outreach\*

To raise awareness, deepen knowledge, and change behaviors of residents, landowners, and other land managers and organizations to practice exemplary stewardship of natural resources (*examples include education about stormwater management; the value of farmland, local farms and food systems, shorelines, salmon habitat, forests and other ecosystems*)

**Does your project directly address this issue?**

No

### Pilot and Demonstration Projects\*

To test and/or improve concepts and/or approaches in natural resource management that can be replicated by others (*examples include low impact development or green infrastructure demonstration projects, development of new best management practices, distribution of local farm products, urban agriculture (e.g. farmers markets and backyard food production to promote or support social economic independence and healthy living); technological innovation for natural resource conservation*)

**Does your project directly address this issue?**

No

### Capacity Building\*

To enhance the ability of organizations, agencies, residential landowners and other land owners and managers to have knowledge, skills, tools, support systems and technical resources to implement exemplary best management practices and deliver natural resource management actions on the ground (*examples include urban agriculture development, assistance to and inclusion of private property owners, preservation, restoration, and/or expansion of urban and/or rural agricultural lands, rural and urban forest lands, riparian restoration and stewardship on private and public lands*)

**Does your project directly address this issue?**

No

### Project Type

Shorelines, Urban

## Narratives, Budget, & Attachments

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### Project Description - Detailed\*

Provide a description of the project that summarizes what you will do, how you will do it, and why you will do it. Describe target audience, outcomes, objectives and general timelines.

Mackey Creek flows through Farrel-McWhirter Park but has a history of flooding in the Park ((farm animal barns and pastures, field and trails), as well as an off-site, private horse trail. The Park has mature, second growth forest upstream of the Charlotte's trail bridge where the stream channels are steep. Downstream of Charlotte's trail bridge, however, is dominated by Reed Canarygrass and lacks a defined stream channel. There are multiple man-made fish barriers on the south fork of Mackey Creek.

The City of Redmond will be constructing a large scale restoration project on Mackey Creek in Farrel-McWhirter Park. The project will include grading a new Mackey Creek channel to improve sediment transport and enhance in-stream habitat, installing log and boulder grade controls to stabilize the eroding stream channel, install LWD to enhance in-stream habitat, remove invasive vegetation, plant native vegetation, replace one fish barrier culvert and daylight a second fish barrier culvert (in King County ROW). The project will be divided into two phases. The first phase will be done downstream of Charlotte's trail bridge by a contractor. The second phase will be upstream of Charlotte's trail bridge and will be completed by City and WCC crews.

The KCD-funded portion of the project would include the installation of LWD. The other project components would be paid for by Redmond Stormwater CIP funds and potentially a King County Flood Control District flood reduction grant.

Both phases will happen during the summer of 2018, likely starting in mid-to-late August.

The project has an HPA and a Corps permit for construction. We are at final design now and will be going to bid for phase 1 in late May.

### Project Activities and Measurable Results\*

List specific project activities to be completed with KCD grant funds and the associated outcomes or measurable results, and timeline.

Install Large Woody Debris (LWD) in Mackey Creek. The LWD will help enhance instream habitat, create and maintain pools, protect stream banks from excessive erosion, stabilize the stream channel and sort sediment. The project will begin construction in mid-August 2018 and will take approximately 1 month to complete instream work.

### Project Budget and Expenses\*

Fill out and upload separate Application Budget Form also available on the KCD Member Jurisdiction Grant Program website. Budget must be detailed with footnotes, appropriate and reasonable, *meeting state auditor/GAAP guidelines. Please do not use forms from previous applications. Please only upload the form linked above. Thank you!*

KCD grant application-budget-form\_Mackey Creek.xlsx

## Member Jurisdiction Authorization Letter

If you are a nonprofit organization seeking Member Jurisdiction funding, you must upload written authorization from the Member Jurisdiction to apply for funding. This can be in the form of a letter or scanned copy of an email.

## Additional Attachments

Upload any photos or maps of your project here. Only one file will be accepted. Please combine multiple files into one if possible.

Mackey Creek - Map & Photos.pdf

## *KCD Acknowledgement and Signature*

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By signing below, the applicant agrees to acknowledge King Conservation District funding by placing the KCD-provided logo on signs, materials, and documents produced as part of the above proposal. In addition, the applicant will notify KCD of public events and activities funded by the KCD.

## Authorized Applicant Electronic Signature\*

Please enter your full name to sign and agree to the above.

Tom Hardy

## Title

Stream & Habitat Planner

## Date\*

05/21/2018

## File Attachment Summary

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### ***Applicant File Uploads***

- KCD grant application-budget-form\_Mackey Creek.xlsx
- Mackey Creek - Map & Photos.pdf



## Member Jurisdiction Grant Program

### Grant Application Project Budget Form

Promoting sustainable uses of natural resources through responsible stewardship

|                                                                                                                                                                  |                                                              |                                                             |                                         |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------|------------------|
| <b>Project Name</b>                                                                                                                                              | Mackey Creek Rehabilitation                                  |                                                             |                                         |                  |
| <b>Applicant</b>                                                                                                                                                 | City of Redmond                                              |                                                             |                                         |                  |
| <b>Contact</b>                                                                                                                                                   | Tom Hardy                                                    |                                                             |                                         |                  |
| <b>Mailing Address</b>                                                                                                                                           | 15670 NE 85th Street PO Box 97010 Redmond, WA 98073          |                                                             |                                         |                  |
| <b>E-mail</b>                                                                                                                                                    | <a href="mailto:twhardy@redmond.gov">twhardy@redmond.gov</a> | <b>Project Start Date:</b>                                  | 1-Aug-18                                |                  |
| <b>Phone</b>                                                                                                                                                     | (425) 556-2762                                               | <b>Project End Date:</b>                                    | 31-Dec-18                               |                  |
| <b>Please provide detailed budget information below. Itemize categories such as supplies, contracted services with footnotes and detailed descriptions below</b> |                                                              |                                                             |                                         |                  |
| <b>Budget Item</b>                                                                                                                                               | <b>KCD Funds</b>                                             | <b>Other Funds</b>                                          | <b>Other Funds</b>                      | <b>Total</b>     |
|                                                                                                                                                                  |                                                              | <i>*KCFCD Flood Reduction Grant - Application Submitted</i> | <i>**City of Redmond Stormwater CIP</i> |                  |
| <b>Salaries &amp; Benefits</b>                                                                                                                                   |                                                              | \$12,800                                                    |                                         | \$12,800         |
| <b>Travel/ Meals/ Mileage (for - volunteers, staff)</b>                                                                                                          |                                                              |                                                             |                                         | \$0              |
|                                                                                                                                                                  |                                                              |                                                             |                                         | \$0              |
|                                                                                                                                                                  |                                                              |                                                             |                                         | \$0              |
|                                                                                                                                                                  |                                                              |                                                             |                                         | \$0              |
| <b>Office Supplies</b>                                                                                                                                           |                                                              |                                                             |                                         | \$0              |
|                                                                                                                                                                  |                                                              |                                                             |                                         | \$0              |
|                                                                                                                                                                  |                                                              |                                                             |                                         | \$0              |
| <b>Field Supplies</b>                                                                                                                                            |                                                              | \$25,000                                                    | \$100,000                               | \$125,000        |
| <b>Contracted/ Professional Services</b>                                                                                                                         | \$130,000                                                    | \$138,000                                                   | \$50,000                                | \$318,000        |
| <b>Permits</b>                                                                                                                                                   |                                                              |                                                             |                                         | \$0              |
| <b>Other: (specify)</b>                                                                                                                                          |                                                              |                                                             |                                         | \$0              |
| <b>Other: (specify)</b>                                                                                                                                          |                                                              |                                                             |                                         | \$0              |
| <b>Other: (specify)</b>                                                                                                                                          |                                                              |                                                             |                                         | \$0              |
| <b>Other: (specify)</b>                                                                                                                                          |                                                              |                                                             |                                         | \$0              |
| <b>Other: (specify)</b>                                                                                                                                          |                                                              |                                                             |                                         | \$0              |
| <b>TOTAL</b>                                                                                                                                                     | <b>\$130,000</b>                                             | <b>\$175,800</b>                                            | <b>\$150,000</b>                        | <b>\$455,800</b> |

|                    |           |
|--------------------|-----------|
| Total Project Cost | \$455,800 |
| Total Match        | \$325,800 |



|                                        |                  |
|----------------------------------------|------------------|
| <b>Amount of KCD Funding Requested</b> | <b>\$130,000</b> |
| <b>Match Percentage</b>                | <i>71%</i>       |

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*Footnotes: \*KCFCD grant due May 25th requesting ~2,400 cy of channel excavation and removal of two undersized culverts, and installation of new concrete bridge.*

*\*\*City of Redmond Stormwater CIP funds used for materials, including plants, ~1,560 tons of streambed sediment, ~150 boulders and clearing and grubbing.*





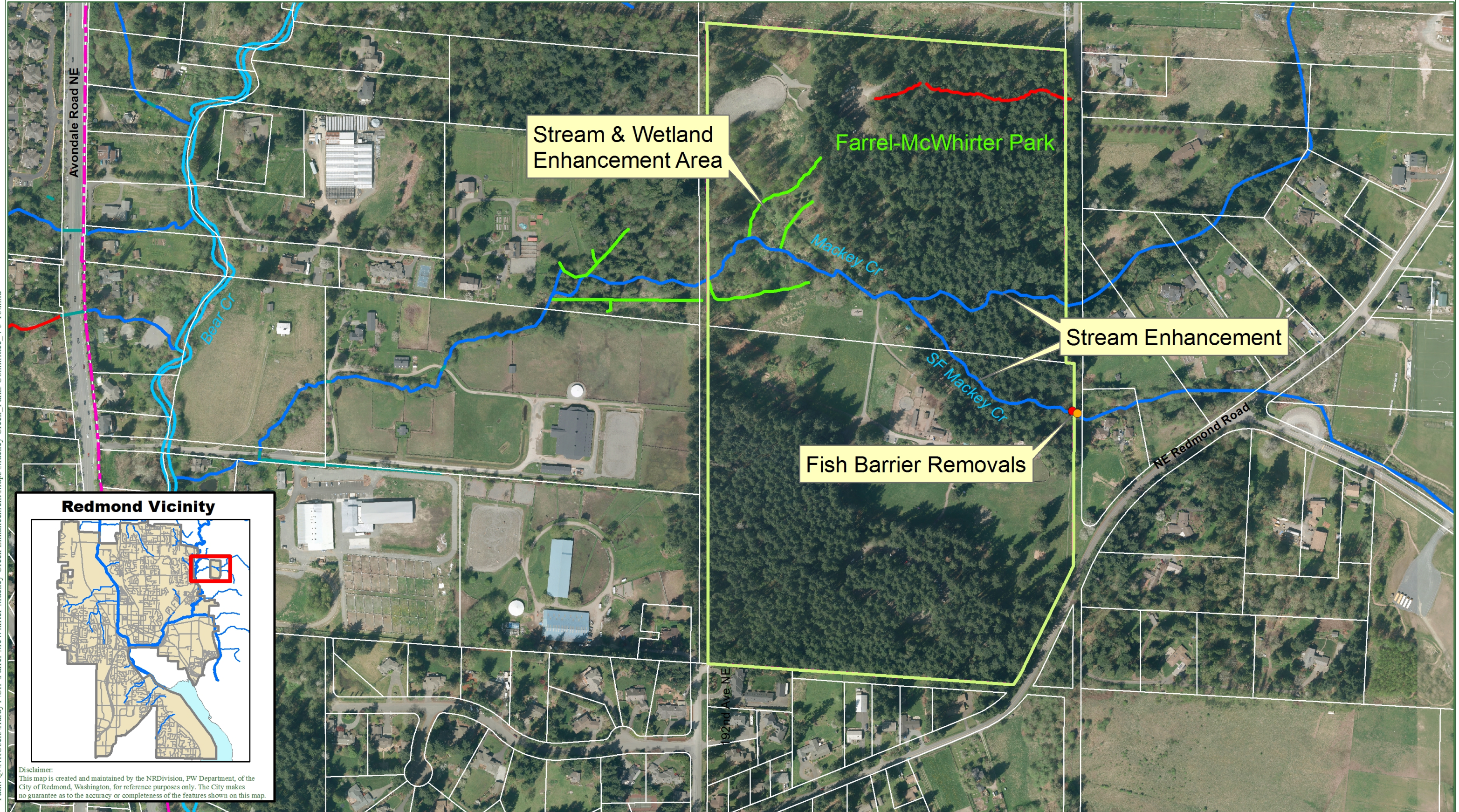
# Mackey Creek Project - Farrel-McWhirter Park

City of Redmond, Washington

450 225 0 450 Feet



Draft Date 4/1/16





## Mackey Creek Rehabilitation – Farrel-McWhirter Park - Redmond



Main stem Mackey Creek deposition area looking east (upstream)



Main stem Mackey Creek former trail flooded near deposition area looking west (downstream)