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**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 P.O. Box 97010, MS: 2NPW, Redmond, WA 98073-9710 (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 be of special benefit to lands; and

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

1.3 Whereas, pursuant to RCW 89.08.220, RCW 89.08.341 and/or Chapter 39.34 RCW, the District is authorized to enter into agreements with municipal entities and agencies (governmental or otherwise), or their designees, 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 Ninety-Three Thousand, Seven Hundred Thirty-Eight and 23/100 Dollars (\$93,738.23) from 2004 and 2006-2009 Assessment Funds. 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, including but not limited to, the policies and procedures contained in the Member Jurisdiction & WRIA Forum Grant Application Instructions and Policies, 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 biannual financial and project progress reports, along with an annual summary report. Financial and project reports shall be due June 30 and November 30 each year. The Recipient shall also 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 principals and to meet the requirements of all applicable state and federal laws.

2.7 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.

### **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 William M. Knutsen

Name William Knutsen  
Chair, King Conservation District

Title

Date 02-08-2010

Approved as to Form:

**RECIPIENT:**

By John Marchione

Name John Marchione

Title Mayor

Date 1/7/10

Approved as to Form:

**DISTRICT LEGAL COUNSEL:**

By Eric Frimodt

Name Eric Frimodt

Date 11/5/09

**RECIPIENT'S ATTORNEY:**

By James E. Hanley

Name JAMES E. HANLEY

Date 1/5/10

# Exhibit A



# Member Jurisdiction & WRIA Forum Grant Program Grant Application

<b>Project Title: Valley Estates Bank Stabilization &amp; Culvert Replacement</b>	
<b>Applicant: City of Redmond</b>	<b>Contact: Tom Hardy</b>
<b>Principal Partners (if any): King County Flood Control District</b>	<b>Title: Stream &amp; Habitat Planner</b>
	<b>Address: PO Box 97010 / MS: 2NPW Redmond, WA 98073-9710</b>
<b>Total Project Cost: \$2,400,000</b>	<b>Phone: 425-556-2762</b>
<b>WRIA Funding <input type="checkbox"/> Jurisdiction Funding <input checked="" type="checkbox"/></b>	
<b>KCD Funding Requested: \$93,738.23 (All available Redmond funds allocated for 2009)</b>	<b>Fax: 425-556-2820</b>
<b>Project Start Date: August, 2008</b>	<b>E-mail: <a href="mailto:twhardy@redmond.gov">twhardy@redmond.gov</a></b>
<b>Project End Date: December, 2010</b>	

**1. Project Description** – provide a brief description of the project that summarizes what you will do, how you will do it, and why you will do it. Consider the following in the answer to this question: *What pressing need will be addressed by the project or what promising opportunity will be capitalized on? Who or what will benefit or be positively and negatively affected?*

**Background:**

The project reach extends from the Sammamish River crossing under the Sammamish River Trail and approximately 1,800 feet of stream channel up to Redmond-Woodinville Road. The stream enters the Sammamish River through a steeply sloped culvert with an outlet at least four feet above the low flow water surface of the river, effectively isolating the stream from salmon and trout. Erosion resulting from un-detained flows in the upstream reaches of this Class 2 stream has created cut banks and an incised channel, resulting in sediment deposition in the valley floor and limiting in-stream habitat.

The general project design includes:

- Replacing the outfall culvert with a larger fish-passable box culvert under the Sammamish River Trail.
- Re-grading the lower channel near the outfall to step up using weirs and restoring the channel mouth to provide fish passage into the stream.
- Removing an existing weir that controls the water surface in the in-line sediment pond. Decommissioning the sediment pond to allow fish passage to the upper reach.
- Providing stabilization and in-stream habitat complexity throughout the floodplain and up in the ravine for fish and aquatic life using small logs, boulders and bioengineering. These techniques will be implemented to direct erosive flows away from steep banks.
- Enhancing buffer vegetation by removing invasive plants for replacement with native trees and shrubs.
- Diversifying in-stream habitat by creating pools.
- Restoring native trees and other vegetation in the adjacent open space; and

- To meet current standards, replace an existing steel plate crossing the stream channel, with a new culvert.

Plans are to build the bypass in phase 1, including pipe boring for the first few hundred feet. Once the future bypass is connected, during low flow conditions all flow will remain in the channel, while peak flows will be diverted into the bypass during storms. The location for the inlet to the bypass is at an existing inlet structure on the upstream side of Redmond-Woodinville Road and the outlet is near the location of the proposed fish passable culvert at the stream outfall. Reducing peak flows through the channel should better mimic the pre-development flows through the channel, limit erosion, improve water quality and contribute to restoring the in-stream habitat.

Phase 2 work would encompass culvert replacement, stream stabilization and buffer enhancement, permits and construction of the flow splitter to operate the inlet to the bypass pipe, and extension of the bypass through the floodplain to the proposed outfall to the Sammamish River. This work logically follows completion of the bypass to protect the in-stream enhancements and is scheduled for summer 2010 or 2011. Successful design approaches from similar completed projects on nearby streams will be used as templates for detailed design for in-stream elements on this project.

KCD funding will be used for final design consultant fees.

2. **Natural Resource Improvement Actions** – describe how the project will address a minimum of one of the natural resource improvement actions described on page 1 of the application instructions. Consider the following in your answer to this question: *What natural resources will be improved? What are the known needs, gaps or deficits that will be addressed? What are the known benefits to soil, water, air, plants, fish and wildlife, landowners?*

The funding will be used as “Capacity Building” for final design of the project. The funding will enable the City to deliver a design for constructing the project. The design entails engineering a high flow bypass, two culvert replacements and enhancing instream habitat function. The designs objectives reestablish fish passage into the tributary, providing access to 1,800 feet of restored habitat, control erosive flows and enhance in-stream habitat. The project will benefit people living along the stream, as well as, those using the regional Sammamish River Trail by enhancing the degraded stream conditions.

3. **Project Activities and Measurable Results** – using the table below, list specific project activities to be completed, the timetable for the activities, and the deliverables associated with those activities. Consider the following in your answer to this question: *What actions, interventions, programs, services will be deployed?*

	Activity Description	Deliverables	Timeline
1.	Apply for federal permits	Permit design set	9/2009*
2.	Final design	Construction documents (PS&E)	2/2010*

3.	Control erosive flows	Install high-flow bypass	6/2010
4.	Provide fish passage	Replace hung culvert with box culvert	8/2010
5.	Enhance in-stream & buffer habitat	Install in-stream habitat features, prepare soil & plant	10/2010**

\* Note: KCD funding will be used for portions of items 1 & 2

\*\*Note: Portions of the project may occur in future years pending permits, property permissions & funding

- 4. Effectiveness (see page 2 of application instructions for definition)** – describe how the project will effectively implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *Why is the primary applicant the best entity to deliver the proposed program/service/intervention? What is the capacity of the primary applicant to deliver the proposed program/service/intervention? What tools, services and partners will be brought to bear?*

Since the early 1990's, the City of Redmond has successfully restored several reaches of streams that are tributaries to the Sammamish River. Redmond's success with similar projects in the vicinity of (and with similar conditions to) the proposed project will foster success. The city has the ability and commitment to design, permit and implement the proposed project; and maintain a flourishing site into the future. The City of Redmond's commitment to this project is illustrated by the significant amount of funding allocated in the City's capital budget as well as ongoing maintenance and monitoring.

- 5. Efficiency (see page 2 of application instructions for definition)** – describe how the project will efficiently implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *How will the proposed program/service/ intervention engage in conjunction with related efforts? How does your strategy best leverage resources?*

The City of Redmond has a sound track record of successfully implementing similar habitat enhancement projects along the river. We have completed in-stream and upland enhancements on over 1/2 mile of the Sammamish River (both banks), and several of its tributaries. Each completed project allows us to fine tune the design approach and construction techniques for the next project. The city has allocated a significant budget commitment for this project, and with addition of grant funding will complete the project in a timely manner. Following project implementation, the city is committed and ready to maintain and monitor the site to ensure on-going project success.

- 6. Equity (see page 2 of application instructions for definition)** – describe how the project will equitably implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *In what*

*part of the District will the proposed program/service/intervention occur? Who is the target audience and what demographic section of the community will be affected?*

The project is located on a tributary to Reach 4B of the Sammamish River. Portions of this project on tributary 08-0101 have been identified by the WRIA 8 Steering Committee in the Lake Washington/Cedar/Sammamish Watershed Chinook Conservation Plan. Actions identified in project N-352 in the Chinook Conservation Plan include enhancing the confluence to promote fish passage in the tributary.

The proposed project will benefit residents of Redmond, as well as a regional audience. The Sammamish River Trail provides a travel corridor popular with a diversity of King County residents. People of all ages use the trail for multiple uses from bicycle commuting to active recreation or a pleasant stroll. The replacement culvert at the outfall will improve visual access to the stream for trail users, in addition to enhancing fish passage.

- 7. Evaluation of Intended Results** – describe the evaluation mechanisms you will use to track, document, and report that the project has achieved the intended results described in questions 1- 3.

The City of Redmond requires that projects be maintained and monitored for a minimum of five years after installation. The key indicators of project success will be control of invasive plants such as Himalayan blackberry and reed canary grass, survival of native plantings, and development of structural complexity as canopy and mid-story plants mature. To this end, the site will be maintained by the city on a regular basis, controlling invasive weeds and installing replacement plants to ensure that restoration planting is successful.

Past experience monitoring and maintaining a number of similar projects allows the city to budget adequate funding for monitoring activities. The City and design consultant will develop the site-specific monitoring plan during final design (not yet complete). At a minimum the monitoring plan will include vegetation survival and coverage.

**Plant maintenance:** Native planting areas will be maintained on a regular basis to the consistently high level exhibited on other City of Redmond restoration projects. Maintenance is anticipated twice per year during years 1-3, and 1 time per year through at least year 5 to control invasive species and promote successful establishment of the new native plant community. Redmond typically works with Washington Conservation Corps crews for restoration site maintenance.

**Photo-monitoring and plant census:** 1 time per year during years 1-5 (intended to guide replacement planting, plant thinning and maintenance as needed).

**Fish monitoring:** The most rigorous fish monitoring relating to restoration of the Sammamish River basin is a combination of juvenile and adult fish counts on Bear Creek (performed annually by WDFW and King County), and counts from the Issaquah fish hatchery. Volunteer salmon watchers may perform field surveys where appropriate to keep the community involved in the restoration process.

**8. Project Budget & Expenses**

Budget Item	KCD Funds (Jurisdictional Funding)	Other Funds (City of Redmond)	Other Funds (grant)	Total
SALARIES AND BENEFITS		100,000.00		100,000.00
TRAVEL/MEALS/MILEAGE				
OFFICE/FIELD SUPPLIES				
Contracted/ Professional Services	93,738.23*	441,261.77		535,000.00
Land Acquisition				
Permits		50,000.00		50,000.00
Other (contractor)		1,582,000.00	133,000.00 (pending - KC Flood District)	1,715,000.00
Other (specify)				
Other (specify)				
<b>TOTAL</b>	<b>93,738.23*</b>	<b>2,173,261.77</b>	<b>133,000.00</b>	<b>\$2,400,000.00</b>

\*Redmond requests all available funding allocated for 2009.

**9. KCD Acknowledgement** - Describe how the KCD will be acknowledged as a source of funding for the proposed program/service/intervention (see Grant Program Overview & Policies, General Grant Program Policies, #6).

Construction signs will list King Conservation District as a contributor to the restoration project. This site is highly visible from King County's Sammamish River Trail, so trail users can readily acknowledge KCD's contribution.

  
 \_\_\_\_\_  
 Authorized Signature

10/20/09  
 \_\_\_\_\_  
 Date