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CONTRACT # 5798

AGREEMENT FOR AWARD OF KING CONSERVTION DISTRICT WRIA FORUM GRANT

Lake Washington-Cedar-Sammamish Watershed Forum (WRIA 8) City of Redmond

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 935 Powell Ave SW, Renton, WA 98055 (referred to herein as 'District'), and the City of Redmond, a municipal corporation in King County, Washington, located at PO Box 97010-2NPW Redmond, WA 98073-9710 (referred to herein as 'Recipient'), for the purposes set forth herein

SECTION 1 RECITALS

- 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
- 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
- 13 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
- Whereas, certain Watershed Forums were established in King County and through the voluntary association of agencies and entities situated within the particular watershed basins or areas (i.e., Snoqualmie Watershed Forum, Cedar/Lake Washington/Sammamish Watershed Forum, Green/Duwamish/Central Puget Sound Watershed Forum) for the purpose of addressing and responding to environmental needs within their respective watershed basins and in the region by cooperative efforts, and
- Whereas, the Watershed Forums include representatives of jurisdictions that are located within or have a major interest in the management of Water Resources Inventory Areas (WRIA) 7, 8 and 9, and
- 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, the District's policies and procedures for awarding grants and the funding principles established by King County's Regional Water Quality Committee, and
- 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

- The District agrees to award Recipient a grant in the total amount of Two Hundred Twenty Thousand Dollars (\$220,000) from 2008 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
- 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
- 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. Enumciaw, 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
- 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.

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 mure 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

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	RECIPIENT
By William Mr. Knuty	By Collabor
Name William M Knutson In	Name John Marchione
Title Bound Chain	Title MAYOR
Date 11 -24-2008	Date
	<i>' '</i>
Approved as to Form	Approved as to Form
DISTRICT LEGAL COUNSEL	RECIPIENT'S ATTORNEY
By Enc Trimodt	By My Ell
Name Eric Frimodt	Name_JAMES E HANELY
Date 8 25/08	Date 11/6/08

Exhibit A



Member Jurisdiction & WRIA Forum Grant Application

Project Title Lower Bear Creek Restoration (N201-08)				
Applicant City of Redmond	Contact Roger Dane			
Principal Partners (if any)	Title Senior Planner			
\$7,865,000 (WSDOT pending) (see also attachment listing supporting organizations)	Address PO Box 97010 - 2NPW Redmond, WA 98073-9710			
Total Project Cost \$10,092,000				
WRIA Funding X Jurisdiction Funding				
KCD Funding Requested \$220,000	Phone 425-556-2815			
Project Start Date April, 2009	Fax: 425-556-2820			
Project End Date December, 2010	E-mail rdane@redmond.gov			

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?

Bear Creek is one of the most productive salmon spawning streams in the Puget Sound area, often with over 30,000 wild fish (including an average of 200 wild Chinook salmon) returning annually. The basin contains over 80 miles of streams, 2,000 acres of wetlands and a unique and abundant population of freshwater mussels (indicative of good water quality). Lower Bear Creek was ditched in the 1930's and later dredged by the Army Corps of Engineers, damaging habitat values and cutting off the creek from its floodplain Construction of SR-520 immediately to the south of the creek in the mid-1970's further compromised stream function.

Approximately 1,200 lineal feet of Bear Creek and associated floodplain were restored in 2000 (immediately upstream of the current proposal). This current proposed project involves enhancement of the lower 3,000 feet of the Bear Creek to its mouth at the Sammamish River. Major project components include reconstructing a meandering channel adding 1,100 feet of new creek, installing large wood in the creek for hydraulic diversity, placing spawning gravel, stabilizing the banks, removing weeds for replacement with native trees and shrubs, and, restoring active floodplain and off-channel wetlands.

The immediate need for the project is the proposed widening of SR-520 planned by WSDOT to be built in 2009/10. As currently proposed, the new highway would be built to within 60 feet of this valuable salmon stream, potentially damaging regionally significant wild salmon habitat. With a significant contribution from WSDOT, the city's proposed Lower Bear Creek Restoration would relocate the channel away from the highway, restoring and enhancing buffers and habitat values.

If approved, KCD funding will be used for partial funding to place in-stream habitat elements (large wood and gravel) and/or install native plants. This request is crucial to the success of this exciting and ambitious salmon habitat enhancement project.

- 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? Direct improvement of Natural Resource Conditions to improve landscape and natural resource conditions as a result of direct action. The proposed project will provide direct habitat benefits for wild salmon migrating, rearing and spawning in lower Bear Creek. The existing channel is nearly straight, with little native vegetation in the buffer and limited in-stream diversity. The restored channel will be sinuous, it will incorporate instream structures to enhance hydraulic diversity, and be located within wider vegetated buffers.
- 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	Furnish and install in-stream habitat features	Logs and/or boulders placed in the new stream channel	2009/10
2	Furnish and install native trees and shrubs	Native plants installed in the stream buffers	2009/10
3	-		
4			
5			
6			
7			
8			
9			
10			

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 1998, the City of Redmond has successfully restored several sections of the Sammamish River through the downtown corridor, and was a partner on the first phase of lower Bear Creek enhancements (immediately upstream of this proposal) Redmond's success installing and maintaining comparable projects speaks for itself. The city has the ability and commitment to design, permit and implement the proposed project, and maintain the 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 budget (\$2 million) as well as ongoing maintenance and monitoring.

At one time the Army Corps of Engineers had proposed to restore this reach of Bear Creek, but they dropped out of the project several years ago WSDOT is prepared to make a significant funding contribution, but will not manage project installation, thus the city is primary project sponsor

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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 nearly a mile of the Sammamish River, and numerous tributaries Each completed project allows us to fine tune the design approach and construction techniques for the next project The proposed Lower Bear Creek Restoration project is the most ambitious habitat enhancement project to be implemented by the City of Redmond It will link successfully completed projects near the mouth of Bear Creek (on the Sammamish River) and an earlier restoration project immediately upstream

Following project implementation, the city is committed and ready to maintain and monitor the site to ensure on-going project success

This project is N201, listed in Chapter 9 of the Comprehensive Start Action-List for North Lake Washington Tributaries (WRIA 8 Chinook Salmon Conservation Plan – 2005, page 10) The project is one of the highest priorities intended to benefit to threatened Chinook salmon The city has allocated a significant commitment for this project, and with addition of grant funding will complete the project in a timely manner Delaying the project could exacerbate reductions in the number of Chinook following SR-520 widening

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 in Reach 1 of Bear Creek, a Tier I sub-area that contributes to the health of salmon migrating, rearing and spawning in Bear Creek. All wild Bear Creek salmon (including Chinook, coho and sockeye) must successfully migrate through lower Bear Creek It is likely that Chinook and coho will also use this restored reach as a rearing area Spawning may also occur, though few existing known spawning areas are located in this reach due to its current degraded condition

The proposed project will benefit residents of Redmond, as well as a regional audience A paved multi-use regional trail parallels the channel, providing a heavily used travel corridor with visual access to the project for a complete cross section of King County residents A pedestrian bridge is proposed to cross Bear Creek near the newly aligned outfall, adding significant opportunities for people to view and enjoy these enhancements

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 will maintain and monitor the project for a minimum of five years after installation. Key indicators of project success will be control of invasive weeds such as Himalayan blackberry and reed canary grass, survival of native plantings, and reestablishment of wetland and riparian plan communities. In later years we expect development of structural complexity as canopy and mid-story plants mature. The site will be maintained by the city on a regular basis, controlling invasive weeds and ensuring that restoration planting is successful. Plant survival will be measured through the use of photo points, and transects, with replacements installed as needed. The City and design consultant will develop the site-specific monitoring plan during final design. At a minimum the monitoring plan will include vegetation survival and coverage. Other elements may include monitoring in-stream wood structures and/or in-stream substrate composition.

<u>Piant maintenance</u> Native planting areas will be maintained on a regular basis to the consistently high level exhibited on other City of Redmond restoration projects, thus ensuring project success. Maintenance is anticipated twice per year during years 1-2, and 1 time per year thereafter to control invasive species and promote successful establishment of the new native plant community. Replacement planting and supplemental planting will occur as needed to ensure plant establishment and control of invasive weeds.

<u>Photo-monitoring and plant census</u> 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 in the Sammamish River watershed is immediately upstream of this project, on Lower Bear Creek WDFW conducts juvenile out-migrant monitoring at their fish trap from February through June (Bear Creek at the railroad bridge) WDFW, King County and others conduct adult spawner counts on much of the Bear Creek system during the fall Both of these activities provide accurate scientific documentation of salmon populations in the Bear Creek system Adult Chinook counts go back to 1964 and juvenile out-migrant reports go back to 1999

8 Project Budget & Expenses

Budget Item	KCD Funds	Other Funds (City of Redmond)	Other Funds (WSDOT - pending)	Total
Salaries and Benefits		95,000		95,000
Travel/Meals/Mileage				
Office/Field Supplies				
Contracted/Professional Services		119,000	545,000	664,000
Land Acquisition			100,000	100,000
Permits			170,000	170,000
Other (maint & mon)			200,000	200,000
Other (construction contractor)	220,000	1,793,000	6,850 ,000	8,863,000
Other				
TOTAL	220,000	2,007,000	7,865,000	10,092,000

9 KCD Acknowledgement - describe how the KCD will be acknowledged as a source of funding for the proposed program/service/intervention (see page 3 of application instructions for requirements)

Construction signs will list King Conservation District as contributing funding to the restoration project King Conservation District will also be acknowledged through the City's quarterly news magazine - "Focus on Redmond", and other sources as opportunities arise

5/29/08

The following is a list of groups which commented on SR-520 widening in advocacy of restoring Lower Bear Creek

- East Lake Washington Audubon Society, Attn. Tim McGruder 425-576-8805
- King County Water and Land Resources Division, Attn Steve Foley 206-296-1973
- Muckleshoot Indian Tribe, Fisheries Department, Attn. Karen Walters 253-939-3311 x116
- Redmond Historical Society, Board of Directors 425-885-2919
- Washington Council of Trout Unlimited, Attn Mark Taylor 206-200-2840
- Water Tenders, Attn Shirley Doolittle-Egerdahl