

**AGREEMENT FOR AWARD OF
FLOOD REDUCTION GRANT FUNDS
BETWEEN THE CITY OF REDMOND AND KING COUNTY**

Contract 8924

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

Project Contacts:

King County – Kim Harper, Grant Administrator, 206-477-6079, Kim.harper@kingcounty.gov.

Recipient – Emily Flanagan, Senior Surface Water Engineer, 425-556-2707, Eflanagan@redmond.gov.

SECTION 1. RECITALS

- 1.1 Whereas, the King County Flood Control District ("District") is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and
- 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; and
- 1.3 Whereas, on November 12, 2013, the District's Board of Supervisors passed Resolution FCD2013-14.3 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 13, 2017, the Board passed Resolution FCD2017-07.2, which authorized an allocation of \$3,085,306 from the District's 2018 budget to fund flood reduction projects; and
- 1.4 Whereas, on September 4, 2018 the District's Board of Supervisors passed Resolution FCD2018-08, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter "Grant Policies and Procedures"); and
- 1.6 Whereas, the Recipient submitted an application to receive funds for a project to be funded by the Flood Reduction Grant Program; and

- 1.7 Whereas the District's Board of Supervisors approved funding of Recipient's application for the project ("Project"), as described in Attachment A to Resolution FCD2018-08 in the amount of \$175,000 ("Award"); and
- 1.8 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, the Recipient's application for the Project, and the Resolution approving funding for the Project; and
- 1.9 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 Resolution FCD2018-08, and the Grant Policies and Procedures, and under which 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 pay the Award amount to Recipient in the total amount of \$175,000 from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2018-08. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Project; 5) such activities and expenses otherwise comply with all other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon execution of this Agreement. 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. A Progress Report form shall be submitted with all payment requests. A one-time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from the advance payment shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form unless a more detailed final report is specified in the scope of work. A blank form shall be provided to the Recipient by King County upon execution of this Agreement. The final report shall include a summary of the Project's successes and shall address the flood reduction benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.
- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.

- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

SECTION 3. GENERAL PROVISIONS


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

way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.

- 3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District, King County's obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District 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 September 12, 2015.

KING COUNTY:

By 
Name JOSH BALDI
Title DIRECTOR, WLRD, DNRP
Date 1.7.19

RECIPIENT:

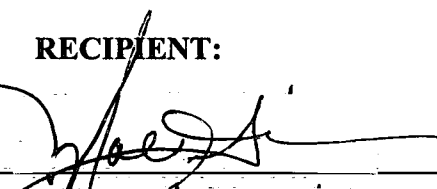
By 
Name MAUSA FILES
Title FINANCE DIRECTOR
Date 12/17/18

EXHIBIT A: PROJECT DESCRIPTION

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
Willows Creek Culvert at Willows Road	City of Redmond	The existing Willows Creek culvert, under Willows Road, will be replaced with a three-sided concrete box culvert to meet current standards for capacity and fish passage.	\$444,000	\$175,000

EXHIBIT B: SCOPE OF WORK

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD	MONTH/YEAR TASK WILL BE COMPLETED
Task 1: Project Administration (Required task)	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.		January, 2020
Task 2:	60% design: consultant team revises design to respond to comments from City of Redmond, agency reviewers and affected utilities		November, 2018
Task 3:	Permitting: consultant team coordinates with agencies and interested parties, updating the design as needed to secure all permits necessary for construction		March, 2019
Task 4:	Final design: consultant team completes final plans, specifications and estimate in a format suitable for bidding	15%	March, 2019
Task 5:	Bidding: select a contractor through competitive bid process		April, 2019
Task 6:	Construction: a contractor will be employed to replace an existing undersized culvert with a 12-foot by 85-foot box culvert, relocating existing utilities as needed and restoring roadway and sidewalks	85%	November, 2019

EXHIBIT C: BUDGET

BUDGET ITEM	GRANT AWARD REQUEST	FINANCIAL LEVERAGE			LEVERAGE TOTAL	TOTAL (Grant + Leverage)
		SOURCE NAME				
		Redmond Storm CIP	KCFCD Opp. Fund			
		AMOUNT				
COMMERCIAL SERVICES AND CREW TIME	\$175,000	\$225,000	219,000		\$444,000	\$619,000
TOTAL	\$175,000	\$225,000	219,000		\$444,000	\$619,000

CITY CONTRACT ROUTING & APPROVAL

Instructions on Back

Project Title: Willows Rd Culvert Flood Reduction Grant Funds

Project No: 20021715.04.02.02 / .03

Type of Service: Grant

Provider of Service: King County

Source of Funding: _____

Original Contract/Agreement Amount: \$175,000 Estimated Start Date: ASAP

Current Contract/Agreement Amount (includes previous supplements, if any): _____

Proposed Increase: _____ Council Approval Date: 11/20/18

New Contract Total: _____ Estimated Completion Date: 6/30/20

Project Administrator: Emily Flanagan / Tom Hardy Ext: 2762

Return contract to: Tess Sturtevant Mailstop: 2NPW Ext: 2873

Supervisor/Manager Signature [Signature] Date 12-4-18

Department Head/Designee Signature [Signature] Date 12/14/18

Remarks: Grant money awarded to Redmond, for the Willows creek culvert under Willows Rd to be replaced with a new box culvert to meet current standards for capacity and fish passage.

ROUTING PROCESS: (3 copies)

To: City Clerk (for routing and signatures) _____ CX Date 12/17/18

Risk Manager _____ [Signature] Date 12/17/18
(Signature or initials)

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

Mayor _____ [Signature] Date 12/17/18
(Signature or initials)

City Clerk _____ CX Date 12/18/18
(Signature or initials)

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

FINANCE USE ONLY: Dynamics (PA) Number [] City Contract Number 8924

Contract Routing & Approval Form – Instructions for Public Works Department

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

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

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