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**AGREEMENT FOR AWARD
OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT
City of Woodinville**

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 Woodinville, a municipal corporation in King County, Washington, located at 17301 133rd Ave NE, Woodinville, WA 98072 (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 Fifty-Four Thousand, Six Hundred Ninety-Three Dollars (\$54,693.00) from 1998-2009 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
Title Chair, King Conservation District

Date 12-14-2008
Approved as to Form:

DISTRICT LEGAL COUNSEL:

By Eric Farnodt

Name Eric Farnodt

Date 8/28/08

RECIPIENT:

By Richard A. Leary

Name RICHARD A. LEARY
Title CITY MANAGER

Date 11/19/2009
Approved as to Form:

RECIPIENT'S ATTORNEY:

By Greg A. Rubstall

Name Greg A Rubstall

Date 11/10/05

Exhibit A



**Member Jurisdiction
& WRIA Forum Grant Program
Grant Application**

Project Title: Stormwater Master Plan	
Applicant: City of Woodinville	Contact: Justina K Tate
Principal Partners (if any):	Title: Assistant to the City Manager
	Address: 17301 133rd Ave NE Woodinville, WA 98072
Total Project Cost: 300,000	
WRIA Funding <input type="checkbox"/> Jurisdiction Funding <input checked="" type="checkbox"/>	
KCD Funding Requested: \$54,693	Phone: 425.877.2266
Project Start Date: Spring 2009	Fax: 425.489.2705
Project End Date: December 2010	E-mail: justinat@ci.woodinville.wa.us

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?*

The objective of this project is to evaluate the City’s existing Surface Water Master Plan (SWM Plan), and create a Plan/Compliance Matrix to identify and address the City’s SWM compliance issues, needs and costs. The consultant will review and evaluate the City’s existing SWM Plan, surface water facilities, and surface water program. Once this is reviewed, the consultant will perform a regulatory gap analysis and an implementation plan will be developed, including capital needs, this will become the updated SWM Plan for the City. Costs over the planning period will be developed, so that the City can identify adequate funding and plan for effective implementation.

One of the primary objectives of this study is to develop a citywide CSWM Plan that complies with federal, state, regional, and local surface water related requirements (in place at time of project), as described in:

- The State’s NPDES Western Washington Phase II Municipal Stormwater Permit (Permit)
- The State’s new Underground Injection Control (UIC) Rule (as/if applicable),
- The Puget Sound Partnership; 2008 Action Agenda, and
- Other locally relevant water quality, habitat, and regional planning obligations.

The City intends to use this study to identify program activities (Part A) and capital projects (Part B) in order to meet its required stormwater related responsibilities and associated deadlines over the next five years.

- 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?*

Capacity Building – to enhance the ability of organizations, agencies, residents, landowners and other land managers to implement best management practices and deliver natural resource management actions on the ground

This project will build capacity within the organization relating to surface water management and protection. It will help the City to identify and implement best management practices for surface/storm water, and implement actions to protect the natural resource. The focus of the project is on water quality at the local and regional level. The City will use this project to identify the regulations/actions/or projects that we need to implement to become compliant with local, state and federal storm water regulations, including the NPDES requirements. Once certain actions are identified in the SWM Plan, the city plans to implement those actions and/or projects to comply with regulations, which will benefit the water sources in the City of Woodinville and region.

The following document will be produced with this study:

- Update Stormwater Master Plan for adoption by the City Council
- Determine stormwater amounts, drainage basins, flow paths, flow and system capacities throughout the City's drainage system.
- Prepare a list of tasks, suggested code amendments, maintenance practices, etc., for the City's consideration necessary to comply with its National Pollutant Discharge Elimination System (NPDES) Phase II permit.
- Compile a prioritized list of Capital Projects needed to correct deficiencies with the City's stormwater system with estimated project costs.
- Assist the City to prepare annual reports required by our NPDES Phase II permit.
- Continue the City's Water Quality Testing Program.

- 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.	Evaluate City's existing	Regulatory Gap Analysis	September

	stormwater program and address future needs.		2009
2.	Evaluate existing staff and costs	Identify needed resources and costs	October 2009
3.	Identify program activities, capital projects resources and costs needed to meet its required stormwater related responsibilities and associated deadlines over the next five years	Stormwater Master Plan which complies with Federal state and regional local surface water related requirements	April 2010
4.		Updated CIP Plan	April 2010
5.		Annual Report to Ecology	April 2009

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?*

The City of Woodinville is responsible for surface water and storm water discharge into the local water sources, Sammamish River and Little Bear Creek, which are home to salmon runs. As the Municipal Government, the City is required to abide by certain federal, state and local laws which regulate surface water discharge into streams and other water sources. This study will help the City identify the areas that we need to become compliant with these regulations, and create a plan to effectively implement compliance actions and plans. Staff will work with the consultant to evaluate our existing surface water infrastructure, staff, and resources. This evaluation will be the basis to develop a regulatory gap analysis. The gap analysis will be used to develop a plan which identifies compliance actions/projects, and the staff, resources and equipment to complete the action and projects. The City will use this plan to also identify the funding needed to implement compliance actions and projects.

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?*

This study will identify the projects, resources and costs associated with compliance of state, local, and federal laws. This will allow the City to prioritize and categorize those areas of non-compliance, so we can effectively and efficiently address the identified regulatory gaps, considering the current resources, staff, and costs associated with compliance issues.

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 will identify the actions and projects needed to become compliant with local, federal and state laws, with regard to surface water discharge. The projects and actions will improve the water quality in the immediate area around Woodinville as well as the region. One of the City's main discharge sources is into the Sammamish River, which ultimately flows into the Puget Sound area.

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 main document will be the City's updated Stormwater Master Plan and the projects that are identified which will be included in the Capital Improvement Plan.

8. Project Budget & Expenses

Budget Item	KCD Funds	Other Funds (specify)	Other Funds (specify)	Total
Salaries and Benefits				
Travel/Meals/Mileage				
Office/Field Supplies				
Contracted/ Professional Services	\$54,693	\$245,307 (Local Funds-Woodinville)		\$300,000
Land Acquisition				
Permits				
Other (specify)				
Other (specify)				
Other (specify)				
TOTAL	\$54,693	\$245,307		\$300,000

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).

The Final Stormwater master plan will identify that funds were received by King Conservation District to complete this study.

Robert A. Juby
Authorized Signature

8/04/2009
Date