

**INTERLOCAL AGREEMENT BETWEEN CITY OF REDMOND, WASHINGTON
AND CITY OF WOODINVILLE, WASHINGTON FOR REIMBURSEMENT OF
WOODINVILLE'S ELIGIBLE COSTS AND EXPENSES THROUGH THE BEAR
CREEK WATERSHED RESTORATION AND PROTECTION PLAN FUNDING**

THIS INTERLOCAL AGREEMENT ("the AGREEMENT") is entered into on the date of the last signature below between the City of Redmond, Washington, hereinafter "Redmond" and the City of Woodinville, Washington, hereinafter "Woodinville", both of which are municipal corporations located in and existing under the laws of the State of Washington.

WHEREAS, Redmond is party to an Agreement SEANEP-2014-RedmPW-00039 with the Washington State Department of Ecology ("Ecology") titled the SHORELANDS NEP WATERSHED PROTECTION AND RESTORATION GRANT AGREEMENT ("the Grant Agreement"); and

WHEREAS, King County Department of Natural Resources and Parks provides project administration/management services for the Bear Creek Watershed Restoration and Protection Plan, to produce deliverables that meet the NPDES Phase I and Phase II Municipal Stormwater Permit requirements for Woodinville, Redmond and Snohomish County, and

WHEREAS, under separate agreements with King County, Woodinville and Redmond are obligated to reimburse portions of King County's cost and expenses in producing the Bear Creek Watershed Restoration and Protection Plan, and

WHEREAS, under the Grant Agreement Redmond can be reimbursed by grant funds for Redmond and Woodinville's portion of King County's cost and expenses to produce the Bear Creek Watershed Restoration and Protection plan. An Interlocal Agreement between Redmond and Woodinville is necessary to provide for means of reimbursement of Woodinville's cost and expense of project eligible costs and expenses under the Grant Agreement;

NOW THEREFORE;

Redmond and Woodinville hereby agree as follows:

1. **Purpose of Agreement.** The purpose of this Interlocal Agreement is to set forth the terms and conditions under which the parties have agreed that Redmond will reimburse Woodinville for its eligible costs and expenses reimbursed to Redmond through the Grant Agreement between Washington State Department of Ecology and Redmond.

2. **Redmond Responsibility.** Redmond as administrator of the Grant Agreement shall disburse to Woodinville grant funds Redmond receives on behalf of Woodinville for Woodinville's eligible costs and expenses. Reimbursement shall be made within thirty (30) days of Redmond's receipt of grant funds from Washington Department of Ecology for Woodinville's eligible cost and expenses (estimated at \$95,641). If any of the costs and expenses claimed by Woodinville are disputed by Washington Department of Ecology, Redmond will not be held responsible to reimburse Woodinville for those cost and expenses. Redmond will make all reasonable efforts to work with Ecology and Woodinville to maximize Woodinville's reimbursement for eligible cost and expenses through the Grant Agreement.

3. **Woodinville Responsibility.** Woodinville shall provide documentation of its grant eligible costs and expenses as incurred during the course of Bear Creek Watershed Restoration and Protection Plan to the City of Redmond, sufficient to demonstrate grant eligibility under the Grant Agreement. At a minimum this will include a copy of King County's invoices and warrant of payment to King County from Woodinville. In the event of any disputed claim for reimbursement, Woodinville will make all reasonable efforts to cooperate with Redmond and Ecology in resolving the disputed portion of any claim for reimbursement.

4. **Contact Information.** The parties designate the following persons as their contact persons for performance of the responsibilities under this interlocal agreement:

City of Redmond:

Andy Rheume
Watershed Planner
City of Redmond, Public Works
MS: 2NPW
15670 NE 85th St.
Redmond, WA 98052
425.556.2741
AJRHEAUME@redmond.gov

City of Woodinville:

Thomas Hansen
Director of Public Works
City of Woodinville
17301 133rd Avenue NE
Woodinville, WA 98072
425.877.2291
thomash@ci.woodinville.wa.us

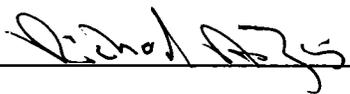
5. **Duration and Termination.** This Agreement may only be terminated by written mutual agreement of the parties, except that this interlocal agreement shall automatically terminate upon the occurrence of any of the following:

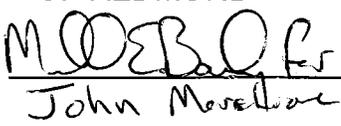
A. The expenditure of grant funding received and to be received by Redmond under the Agreement.

B. Termination of the Grant Agreement, except that Redmond shall continue to reimburse Woodinville from any remaining grant funds it holds for reimbursement of Woodinville's expenses it receives from Ecology.

6. **Entire Agreement.** This Interlocal Agreement constitutes the entire agreement between the parties pertaining to the subject matter of this interlocal agreement. Any and all prior understandings and agreements are hereby superseded by this interlocal agreement and of no further effect. No modification or amendment of this Agreement shall be valid or effective unless evidenced by a further written instrument signed by both parties.

ENTERED into on the last date set forth by the signature of the parties below the parties hereto have executed this Agreement.

CITY OF WOODINVILLE
By 
Its INT. CITY MANAGER
Date 1/21/16

CITY OF REDMOND
By 
Its Mayor
Date 2/11/16

APPROVED AS TO FORM

Attorney for the City

APPROVED AS TO FORM

Attorney for the City