



KING COUNTY FLOOD CONTROL DISTRICT

King County Courthouse
516 Third Avenue
Room 1200
Seattle, WA 98104

Signature Report

FCD Resolution

Proposed No. FCD2025-14.1

Sponsors

1 A RESOLUTION of the Board of Supervisors of the King
2 County Flood Control Zone District approving a template
3 for grant agreements related to the administration of the
4 King County Flood Control Zone District's Lake
5 Sammamish Dock and Shoreline Grant Program.
6 WHEREAS, the King County Flood Control Zone District, through
7 FCDECM2021-03, established the Lake Sammamish Dock and Shoreline Grant Program
8 to provide grant funding for eligible projects, and
9 WHEREAS, pursuant to the Interlocal Agreement between the District and King
10 County, King County oversees the District's grant programs including the solicitation of
11 applicants and the execution of an agreement governing the terms and conditions by grant
12 recipients, and
13 WHEREAS, to ensure uniformity in the administration of the District's grant
14 programs, the Board of Supervisors authorizes a template grant agreement for utilization
15 in the implementation of the District's grant program;
16 NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
17 SUPERVISORS OF THE KING COUNTY FLOOD CONTROL ZONE DISTRICT:
18 SECTION 1. The Board of Supervisors of the King County Flood Control Zone
19 District adopts the template grant agreements attached hereto as Attachment A to this

FCD Resolution

20 resolution, Agreement for Award of Lake Sammamish Dock and Shoreline Grant Funds,
21 for use by King County for the Lake Sammamish Dock and Shoreline Grant Program
22 funded by the District and administrated by King County.

23 SECTION 2. King County is authorized to negotiate modifications to this
24 template, as necessary, provided that any modifications are reviewed and approved by an
25 attorney from the Prosecuting Attorney's Office and approval as to form by the
26 Prosecuting Attorney's Office is noted on the modified agreement. Such modifications
27 shall also be reviewed and approved by the District's legal counsel. King County is
28 further authorized to execute amendments to the grant agreements as necessary, provided
29 that the amendments use a form approved by an attorney from the Prosecuting Attorney's

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30 Office or are reviewed and approved by an attorney from the Prosecuting Attorney's
31 Office.

FCD Resolution was introduced on 11/12/2025 and passed by the King County Flood Control District on 11/12/2025, by the following vote:

Yes: 6 - Barón, Dunn, Dembowski, Mosqueda, Perry and Quinn
Excused: 3 - Balducci, von Reichbauer and Zahilay

KING COUNTY FLOOD CONTROL DISTRICT
KING COUNTY, WASHINGTON


Signed by:
Reagan B. Dunn
B60CACB4B3EC49E...

Reagan Dunn, Chair

ATTEST:

DocuSigned by:


Russell Pethel

42A7D875B6B4420...

Russell Pethel, Clerk of the District

Attachments: A. Agreement for Award of Lake Sammamish Dock and Shoreline Grant Funds

Project Name:

Award Number:

**AGREEMENT FOR AWARD OF
LAKE SAMMAMISH DOCK AND SHORELINE GRANT FUNDS
BETWEEN XX AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and **XX** (“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 [Date].

Project Contacts:

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

Contact for Recipient: XX

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;
- 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;
- 1.3 Whereas, on April 7, 2021, the Board of Supervisors of the District (the “Board”) passed Motion FCDECM2021-03 which established a Lake Sammamish Dock and Shoreline Grant Program and criteria for awarding grant funding for projects;
- 1.4 Whereas, on XX, the Board passed Resolution FCD XX, which authorized an allocation of \$XX from the District’s 20XX budget to fund Lake Sammamish dock and shoreline projects;
- 1.5 Whereas, on XX, the Board passed Resolution FCD XX, which approved the Lake Sammamish dock and shoreline projects described in Attachment A to that Resolution;
- 1.6 Whereas, the Recipient submitted an application to receive funds for a project to be funded by the Lake Sammamish Dock and Shoreline Grant Program;
- 1.7 Whereas, the Board approved funding of Recipient’s application for the project (“Project”), as described in Attachment A to Resolution FCD XX in the amount of \$[Amount] (“Award”)

Project Name:

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- 1.8 Whereas, Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD XX;
- 1.9 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 Recipient’s application for the Project, and the Resolution approving funding for the Project; and
- 1.10 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 FCD XX , 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 the Recipient in the total amount of \$[Amount] 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.
- 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 not predate the execution date of this Agreement.
- 2.5. The Recipient shall provide copies of the following documents to King County for approval prior to proceeding to the next task in the scope of work: Final draft design plans, documentation of permit approval, and accepted contractor construction estimate. Once received and approved by King County, notification will be provided by King County to Recipient in writing to proceed to the next task.
- 2.6. The Recipient shall invoice King County for incurred expenses using the Progress and Expense Report form, available in the County’s online reporting database, for those documented and allowable expenses identified in the Budget and according to the guidance set forth in the document titled, “How to Complete Online Reporting for Grants”, which will be provided by King County. Requests for payment shall be made

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no more frequently than every three months. Backup documentation of claimed expenses shall be submitted with all payment requests.

- 2.7. 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 with reimbursement requests and within thirty (30) days after the completion of the work. The final report must be submitted on the Close-out Report form, available in the County's online reporting database. The final report shall include a summary of the work done and photos showing the completed project.
- 2.8. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. The Recipient shall maintain and provide such records of expenditures as may be necessary for King County to confirm the Recipient's expenses, including but not limited to receipts, invoices, and project contracts.
- 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 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 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.
- 2.11. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature, arising out of, in connection with, or incident to any acts or omissions of the Recipient, its employees, agents, contractors, or subcontractors in performing its obligations under the terms of this Agreement, except to the extent of the County's or the District's sole negligence.

The Recipient's obligations under this provision shall include, but not be limited to, the duty to promptly accept tender of defense and provide defense to the County and the District with legal counsel acceptable to the County and the District at Recipient's own expense. Recipient, by mutual negotiation, hereby waives, as respects the County and the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event it is necessary for the County or the District to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from Recipient. The provisions of this section shall survive the expiration, abandonment, or termination of this Agreement.

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2.12. The Recipient understands that funding provided for this Project is from County Funds and that providing false information or accepting funds back from a Contractor or Subcontractor as consideration for awarding the contract may constitute fraud and may be subject to significant penalties and sanctions. The Recipient represents that they have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Project.

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. The Recipient shall not assign this Agreement to a third party. If a project property is sold during the agreement, this agreement will become void. If desired, the new property owner will be given an opportunity to initiate a new agreement to complete the project.
- 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. Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses set forth below via electronic mail and transmittal is demonstrated by an electronic delivery receipt or similar confirmation.

King County	Recipient
Kim Harper	
Grant Administrator	
King County WLRD	
kim.harper@kingcounty.gov	

Either party hereto may, at any time, by giving ten (10) days written notice to the other party to designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

- 3.5. 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

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on behalf of such party and that such party is bound by the signature of such representative.

- 3.6. The Project shall be completed by no later than [Date]. 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.
- 3.7. The Agreement will be terminated if the Recipient is unable or unwilling to expend the Award as specified in Section 2.2 and Exhibits B and C. In the event of termination under this section, the County shall be released from any obligation to fund the Project and Recipient shall forfeit all rights to the unexpended portion of the Award.
- 3.8. If the County determines that a breach of contract has occurred or does not approve of the Recipient's performance, it will give the Recipient written notification of unacceptable performance. Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Recipient. King County may withhold any payment owed Recipient until the County is satisfied that corrective action has been taken or completed.
- 3.9. Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.
- 3.10. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Agreement. In its performance under this Agreement the Recipient shall not discriminate against any person on the basis of race, color, age, gender, marital status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability or use of a service or assistive animal by an individual with a disability, unless based upon a bona fide occupational qualification, and the Recipient shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- 3.11. 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.
- 3.12. This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.
- 3.13. 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 or the King County

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Council, King County's obligations are contingent upon the appropriation of sufficient funds by the District or the King County Council 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 XX.

KING COUNTY:

By _____

Name _____

Title _____

Date _____

RECIPIENT:

By _____

Name _____

Title _____

Date _____

Project Name:

Award Number:

EXHIBIT A: PROJECT DESCRIPTION

Project Name	Recipient	Description	Match Amount	Award Amount

EXHIBIT B: SCOPE OF WORK

Task Title	Activity Description	Deliverables to be Provided to King County	Estimated Percent of Award	Month/ Year Task to be Completed
Task 1: Project Administration (Required task)	Submit reimbursement request forms and backup documentation for billing, every 3 months. Submit a Closeout Report form with the final reimbursement request.	Reimbursement Request forms; closeout report form		
Task 2:	Complete Project Design*:	Final draft project design		
Task 3:	Complete Local, State and / or Federal Permitting:	Documentation of permit receipt		
Task 4:	Hire a Contractor	Contractor bid for approval prior to proceeding with construction		
Task 5:	Complete Construction	Evidence of completed construction		
Task 6: (if needed)	Delete row if not needed			

*If the project involves dock improvements, the dock design should include a three-part system of a fixed pier, ramp and floating dock, that comply with local, state and federal permit requirements, including for dock heights. Any fixed dock components must be constructed such that the lowest member is at or above an elevation of 30 feet (NGVD29 datum), or the maximum height allowed by the applicable regulation(s).

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EXHIBIT C: BUDGET

BUDGET ITEM	GRANT AWARD REQUEST	FINANCIAL MATCH (25% CASH REQUIRED)			MATCH TOTAL	TOTAL (Grant + Match)		
		SOURCE NAME						
		AMOUNT						
COMMERCIAL CONSULTANT/ NON-GOVERNMENTAL SERVICES AND CREW TIME								
TRANSPORTATION								
PERMIT-RELATED FEES								
CONSTRUCTION MATERIALS								
NON-MATERIAL CONSTRUCTION COSTS								
OTHER (PLEASE DESCRIBE)								
TOTAL								