

**AGREEMENT BETWEEN CITY OF MUKILTEO
AND EDMONDS COMMUNITY COLLEGE FOR
DISTRIBUTION OF
GRANT FUNDS**

THIS AGREEMENT is made and entered into by and between the CITY OF MUKILTEO, a Washington municipal corporation (the "City"), and Edmonds Community College, a state college of the State of Washington (hereafter "Recipient"), for the distribution of grant funds for the express purposes described in this Agreement.

WHEREAS, the Recipient has requested funding assistance to perform certain services for public benefit; and

WHEREAS, the City desires to provide grant funds to Recipient for the public benefit to be received from such services as set forth in this Agreement;

NOW, THEREFORE, in consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

Section 1. Term. This Agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on March 15, 2019 unless sooner terminated as provided herein. Sections 4, 5, 7 and 9 of this Agreement shall survive the termination of this Agreement.

Section 2. Scope of Services. The Recipient agrees to complete the services set forth on Exhibit A, attached hereto and incorporated herein by this reference.

Section 3. Grant. The City agrees to provide to Recipient a grant in the amount of \$6,000.00 for performing the Services by no later than the March 15, 2019.

Section 4. Financial Report. After the Services are completed and not later than February 15, 2019, the Recipient agrees to submit to Community Development Director a Financial Report. The Financial Report shall include: (i) a copy of the funding invoice to the City; (ii) a summary of the Services provided; and (iii) an itemization of the expenditures of the funds to be granted under this Agreement, supported by copies of receipts, cancelled checks, and other applicable documentation substantiating expenses.

Section 5. Auditing of Records, Documents and Reports. The Recipient shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the Recipient with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

Section 6. Compliance with Federal, State and Local Laws. The Recipient agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 7. Recapture and Noncompliance. In the event the City determines that the Recipient has failed to expend the grant funds in accordance with state law and this Agreement, the Recipient shall return such funds upon request, and the City reserves the right to commence an action against the Recipient to recover said funds, in addition to all of the City's other available remedies at law.

Section 8. Legal Relations. Neither the Recipient, nor any employee, officer, official or volunteer of the Recipient shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the Recipient or the City by reason of entering into this Agreement except as expressly provided herein.

Section 9. Indemnification. Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

Section 10. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee stated below:

Dr. Thomas Murphy
Edmonds Community College
Chair, Department of Anthropology
20000 68^h Avenue West
Lynnwood, WA 98036
425-640-1076
tmurphy@email.edcc.edu

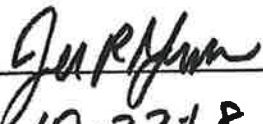
David Osaki
CITY OF MUKILTEO
11930 Cyrus Way
Mukilteo, WA 98275
425-263-8000
dosaki@mukilteowa.gov

Section 11. Severability. If any phrase, sentence or provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the validity of the remainder of this Agreement.


Section 12. Entire Agreement. This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 29 day of October, 2018.

CITY OF MUKILTEO
Mayor Jennifer Gregerson

By: 
Its: 10.22.18

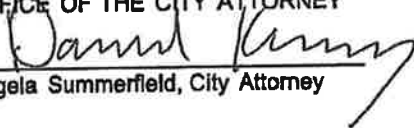
Edmonds Community College
Kevin McKay Vice-President

By: 
Its: _____

ATTEST:


Janet Keefe, City Clerk


APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

for 
Angela Summerfield, City Attorney

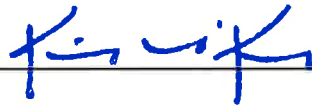
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DATED this _____ day of _____, 20____.

CITY OF MUKILTEO
Mayor Jennifer Gregerson

By: 
Its: 10.22.18

Edmonds Community College
Kevin McKay Vice-President

By: 
Its: _____

ATTEST:


Janet Keefe, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

Angela Summerfield, City Attorney

Attachment A
Scope of Work, Budget & Schedule
City of Mukilteo
Fish Monitoring Project

I. Background

Edmonds Community College, under the direction of Dr. Thomas Murphy, Chair of the Department of Anthropology, will be conducting fish monitoring in Big Gulch and Japanese Gulch during the fall season of 2018. The purpose of this project is to document the presence of adult salmon in Big Gulch Creek and Japanese Gulch Creek while promoting student learning and community awareness of environmental ecosystems.

II. Scope of Work, Budget and Deliverables

The proposed services by Edmonds Community College include:

Task 1: Two or more students or staff, under the direction of Dr. Thomas Murphy, will conduct regular inspections (except for holidays and unsafe weather conditions) at Big Gulch Creek and Japanese Gulch Creek between October 16, 2018 - December 31, 2018 to document the number of and type of fish in each creek.

Task 2: A final report shall be prepared summarizing the monitoring methodology and findings of the study. This report shall be provided in both WORD and PDF with pictures and descriptive findings.

III. Budget and Schedule

Task	Deliverable	Target Completion Date	Cost
1	On-Site Monitoring		
1.1	Student and staff team leaders to conduct on site monitoring between October 16 and December 31.	December 31, 2018	\$2,300
1.2	Transportation for on-site monitoring between October 16 and December 31.	December 31, 2018	\$800
1.3	Training and supervision of students by faculty.	December 31, 2018	\$1,300
2	Summary Report of Findings		
2.1	Prepare a report with finding and conclusions of field work	January 15, 2019	\$400
	SUBTOTAL		\$4,800
	INDIRECT (20%)		\$1,200
	TOTAL		\$6,000