



CONTRACTS & AGREEMENTS

ECM INDEX DATA

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Ordinance: _____

Resolution: 8861

Leg Date: 1/5/2015

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Description: YOUTH SPORTS FACILITIES GRANT CONTRACT - 2015
INSPIRATION PLAYGROUND, DOWNTOWN PARK PO 1410662-000

KC - NATURAL RESOURCES
12/31/2016

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2016
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King County

CR# 53192 DATE 12-15 LOC INTRLOC-000

Res 8861

YOUTH SPORTS FACILITIES GRANT CONTRACT - 2015

Department/Division Natural Resources and Parks / Parks Division

Agency: Bellevue Parks

Project Title: Inspiration Playground, Downtown Park

Contract Amount: \$ 75,000 Fund Code: 1638

Contract Period From: January 1, 2015 To December 31, 2016

Contract Number: 5734077

THIS CONTRACT is entered into by KING COUNTY (the "County"), and Bellevue Parks (the "Agency"), whose address is 450 110 th Ave NE, Bellevue, WA 98004,

WHEREAS, King County is the manager of the Youth Sports Facilities Grant (YSFG) Program;

WHEREAS, the Agency is either a public agency or a non-profit organization whose land or facility will provide recreational or athletic opportunities primarily to youth under 21 years of age;

WHEREAS, King County has selected the identified agency to be awarded a Youth Sports Facilities Grant to assist in capital improvements for increased recreational opportunities;

WHEREAS, the Agency and/or landowner whose property will receive these improvements will develop, program, operate, and maintain the facility to address a recreation need in King County;

WHEREAS, King County has the authority under KC Ordinance 10454 to enter into agreements for the use of King County funds by public agencies and/or non-profit organizations to provide a service to the public,

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

1. SCOPE OF SERVICES

The Agency shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

<input checked="" type="checkbox"/>	Scope of Services	Attached hereto as Exhibit I
<input checked="" type="checkbox"/>	Budget	Attached hereto as Exhibit II
<input checked="" type="checkbox"/>	Invoice Voucher	Attached hereto as Exhibit III
<input checked="" type="checkbox"/>	Reporting	Attached hereto as Exhibit IV
<input checked="" type="checkbox"/>	Design Documents	Attached hereto as Exhibit V
<input checked="" type="checkbox"/>	Insurance Certificate	Attached hereto as Exhibit VI
<input checked="" type="checkbox"/>	W-9	Attached hereto as Exhibit VII

2. TERM OF CONTRACT

This Contract shall commence on the 1st day of January, 2015, and shall expire on the 31st day of December, 2016, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

3. PREMISES

This grant project is located at: Inspiration Playground Bellevue

Commonly known as {Inspiration Playground Bellevue}, and referred to herein as "the Premises."

4. PARTIES

All communication, notices, coordination, and other tenets of this Contract shall be managed by:

On behalf of King County:

Butch Lovelace, YSFG Program Manager
King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104-3855
Email: butch.lovelace@kingcounty.gov
Phone: 206.477.4577

On behalf of:

Pam Fehrman
Bellevue Parks
450 110 th Ave NE
Bellevue, WA 98004
Email: pfehrman@bellevuewa.gov
Phone: 425.452.4326

5. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the Agency for satisfactory completion of the services and requirements specified in this Contract after the agency submits an invoice and all accompanying reports as specified in the attached exhibits. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Agency not more than 30 days after a complete and accurate invoice is received.
- B. The Agency shall submit its final invoice and all outstanding reports within 15 days of the date this Contract expires or is terminated. If the Agency's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Agency of the amounts set forth in said invoice or any subsequent invoice.

6. OPERATING BUDGET

When a budget is attached hereto as exhibit II, the Agency shall apply the funds received from the County under this Contract in accordance with said budget. If, at any time during the Term of this Contract, the Agency expects that the cumulative amount of transfers among the budget categories, i.e. Project Tasks, may exceed 10% of the Contract amount, then the Agency shall request an amendment to this Contract. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment. County approval of any such amendment shall not be unreasonably withheld.

7. COMMUNICATION

The Agency shall recognize King County Parks as a fiscal sponsor for the grant project in the following manner:

- A. Plaque: At the time of project completion or dedication, whichever comes first, the Agency shall install on or near the facility a plaque provided by the County that notes King County as a fiscal sponsor.
- B. Events: The Agency shall invite and recognize King County Parks at all events promoting the project during construction, and at the final project dedication.
- C. Community relations: The Agency shall recognize King County Parks as a fiscal sponsor in all social media, websites, brochures, banners, posters, press releases, and other promotional material related to the Project.

8. PUBLIC ACCESS; PRIORITY OF USE; SCHEDULING

The Agency shall to the greatest extent reasonably possible make the project available for use by the general public without imposing unreasonable requirements for public use. The Agency shall to the greatest extent reasonably possible give priority of use to persons under the age of twenty-one. Fees for use of the project shall be no greater than those generally charged by public operators of similar facilities in King County. The period of time that the Agency must provide public access and priority of use is based on the level of County funding as set forth below. If the facility is removed from public recreational use before the end of the specified period, then the Agency shall reimburse the County's funding on a pro rata basis, determined by dividing the number of years of lost public use by the total years of required dedication, multiplied by the total County grant amount.

By way of example only, if the County makes a \$10,000 grant to Agency X, then the agency's project must be dedicated to public use and priority of use by youth for 5 years. If Agency X eliminates public access to the project after 3 years, such that 2 years of public access and youth priority are lost, then Agency X must repay the County \$4,000 ($2/5 * 10,000 = \$4,000$).

Range of County Grant	Required Period of Dedicated Public Use/Youth Priority
0-\$14,999	5
\$15,000-\$29,999	8
\$30,000-\$49,999	12
\$50,000-\$75,000	15

If the completed project is subject to scheduling or reservation for use, then the Agency shall post the use schedule and the Agency's scheduling or reservation policies, practices, and information in a highly visible location near the project and/or on their website; and the Agency shall permit the public to schedule or reserve use of the completed project consistent with the requirements of this section 8.

Agency's duties under this section 8 will survive the expiration or earlier termination of this contract.

9. GREEN BUILDING

King County is committed to promoting and using green building practices in construction projects. Though not required, King County strongly encourages practices that conserve resources, use recycled content materials, maximize energy efficiency, and otherwise consider environmental, economic and social benefits in the design and construction of a building project.

10. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The Agency shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards in accordance with Revised Code of Washington (RCW) Chapter 40.14.

11. MAINTENANCE OF RECORDS

- A. The Agency shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. These records shall be maintained for a period of six (6) years after the expiration or earlier termination of this Contract unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- C. The Agency shall inform the County in writing of the location, if different from the Agency address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall notify the County in writing of any changes in location within ten (10) working days of any such relocation.

12. RIGHT TO INSPECT

King County reserves the right to review and approve the performance of Agency with regard to this Contract, and, at its sole discretion, to inspect or audit the Agency's records regarding this Contract and the Project upon reasonable notice during normal business hours.

13. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Agency, in cooperation and agreement with the owners of the Premises, shall comply with all applicable laws, ordinances and regulations in using funds provided by the County, including, without limitation, those relating to providing a safe working environment to employees and, specifically, the requirements of the Washington Industrial Safety and Health Act (WISHA); and, to the extent applicable, those related to "public works," payment of prevailing wages, and competitive bidding of contracts. The Agency specifically agrees to comply and pay all costs associated with achieving such compliance without notice from King County; and further agrees that King County, does not waive this section by giving notice of demand for compliance in any instance. The Agency shall indemnify and defend the County should it be sued or made the subject of an administrative investigation or hearing for a violation of such laws related to this Contract.

14. CORRECTIVE ACTION

- A. If the County determines that a breach of contract has occurred or does not approve of the Agency's performance, it will give the Agency written notification of unacceptable performance. The Agency 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 the Agency.
- B. The County may withhold any payment owed the Agency until the County is satisfied that corrective action has been taken or completed.

15. **TERMINATION**

- A. The County may terminate this Contract in whole or in part, with or without cause, at any time during the Term of this Contract, by providing the Agency ten (10) days advance written notice of the termination.
- B. If the termination results from acts or omissions of the Agency, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Agency shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Agency by the County.
- C. Any King County obligations under this Contract beyond the current appropriation year are conditioned upon the County Council's appropriation of sufficient funds to support such obligations. If the Council does not approve such appropriation, then this Contract will terminate automatically at the close of the current appropriation year.

16. **FUTURE SUPPORT; UTILITIES AND SERVICE**

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted for herein except as expressly set forth in this Contract. The Agency understands, acknowledges, and agrees that the County shall not be liable to pay for or to provide any utilities or services in connection with the construction, operation, maintenance, or use of the project contemplated herein.

17. **HOLD HARMLESS AND INDEMNIFICATION**

The Agency agrees for itself, its successors, and assigns, to defend, indemnify, and hold harmless King County, its appointed and elected officials, and employees from and against liability for all claims, demands, suits, and judgments, including costs of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to any use of or occurrence on the Project that is the subject of this Contract, or the Agency's exercise of rights and privileges granted by this Contract, except to the extent of the County's sole negligence. The Agency's obligations under this section shall include:

- A. The duty to promptly accept tender of defense and provide defense to the County at the Agency's own expense;
- B. Indemnification of claims made by the Agency's employees or agents; and
- C. Waiver of the Agency's immunity under the industrial insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify King County, which waiver has been mutually negotiated by the parties.

In the event it is necessary for the County 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 the Agency.

In the event it is determined that RCW 4.24.115 applies to this Contract, the Agency agrees to protect, defend, indemnify and save the County, its officers, officials, employees and agents from any and all claims, demands, suits, penalties, losses damages judgments, or costs of any kind whatsoever for bodily injury to persons or damage to property (hereinafter "claims"), arising out of or in any way resulting from the Agency's officers, employees, agents and/or subcontractors of all tiers, acts or omissions, performance of failure to perform the rights and privileges granted under

this Contract, to the maximum extent permitted by law or as defined by RCW 4.24.115, as now enacted or hereafter amended.

A hold harmless provision to protect King County similar to this provision shall be included in all Contractor or Subcontractor Agreements entered into by Agency in conjunction with this Contract.

Agency's duties under this section 17 will survive the expiration or earlier termination of this contract.

18. INSURANCE

- A. Liability Insurance Requirements. Notwithstanding any other provision within this Contract, the Agency shall procure and maintain the following Minimum Limits of Insurance and shall require their contractors to procure and maintain:
1. Commercial General Liability. (to include Products-Completed Operations) insurance against claims for injuries to persons or damages to property that may arise from or in connection with activities under this Contract. General liability insurance shall be as broad as that provided by Commercial General Liability "occurrence" form CG0001 (Ed. 11/85).

The insurance limits shall be no less than One Million dollars (\$1,000,000) combined single limit per occurrence and Two million dollars (\$ 2,000,000) in the aggregate for bodily injury and property damage
 2. Automobile Liability. Insurance Services form number CA 00 01 (Ed. 1/80) any auto. If the grant includes the use of automobiles, the Limit of Liability shall be no less than One Million dollars (\$ 1,000,000) per occurrence.
 3. Workers Compensation/Stop Gap. If the recipient or its contractors has employees, parties shall provide Statutory Workers Compensation coverage and Stop Gap Liability for a limit no less than One Million dollars (\$1,000,000)
 4. Professional Liability. If the grant includes the use of Professional Services, a Per Claim/Aggregate Limit of \$ 1,000,000. shall be provided.
- B. If the grant involves the construction of a capital project or involves the purchase of equipment greater than \$ 5,000.00 in value, the Agency shall provide "All Risk" Builders Risk or Property" coverage for the full replacement value of the project/property built/purchased. King County shall be listed as a Loss payee as our interests may appear.
- C. King County and its officers, officials, employees and agents shall be covered as additional insured with respect to liability arising out of activities performed by the Agency and its contractors. Additional Insured status shall include Products-Completed Operations.
- D. To the extent of the Agency's or its contractor's negligence, their insurance respectively shall be primary insurance with respect to the County, its officers, employees and agents. Any insurance or self-insurance maintained by the County, and its officers, officials, employees or agents shall not be subjected to contribution in favor of the Agency or its contractors insurance and shall not benefit their in any way.

The Agency's and its contractors' insurance shall apply separately to each insured against whom a claim is made or a lawsuit is brought, subject to the limits of the insurer's liability.

- E. Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except by the reduction of the applicable aggregate limit by claims paid, until after thirty (30) days' prior written notice has been given to and change in coverage accepted by King County.
- F. The insurance provider must be licensed to do business in the State of Washington and maintain a Best's rating of no less than A VIII. The Agency must provide a Certificate of Insurance and Additional Insured Endorsement to the (Exhibit VII), and upon written request of the County, provide a duplicate of the policy as evidence of insurance protection. The Agency shall be responsible for the maintenance of their contractors' insurance documentation.
- G. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.
- H. The Agency's duties under this section 18 shall survive the expiration or earlier termination of this Agreement. The Agency understands, acknowledges and agrees that for the relevant period of public use set forth in section 8, the Agency shall maintain insurance and name the County as an additional insured, all of which shall be consistent with the requirements of this section 18.

19. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

A. Nondiscrimination in Employment

During performance of this Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

B. Equal Employment Opportunity Efforts

The Contractor will undertake, and require all Subcontractors to undertake equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Equal employment opportunity efforts shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. The Contractor agrees to post, and to require Subcontractors to post in conspicuous places available to employees and applicants for employment notices setting forth this nondiscrimination clause. In accordance with KCC 12.16.010.J, "equal employment opportunity efforts" shall mean active efforts to ensure equal opportunity in employment that is free from all forms of discrimination.

Ref: KCC 12.16.020.

C. Equal Benefits to Employees with Domestic Partners

Pursuant to Ordinance 14823, King County's "Equal Benefits" (EB) ordinance, and related administrative rules adopted by the County Executive, as a condition of award of a contract valued at \$25,000 or more, the Contractor agrees that it shall not discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners during the performance of this Contract. Failure to comply with this provision shall be considered a material breach of this Contract, and may subject the Contractor to administrative sanctions and remedies for breach.

D. Nondiscrimination in Subcontracting Practices.

During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the Contractor shall not discriminate against any person because of their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification.

E. Compliance with Laws and Regulations.

The Contractor and all Subcontractors shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit discrimination. These laws include, but are not limited to, Chapter 49.60 RCW, Titles VI and VII of the Civil Rights Act of 1964, the American with Disabilities Act, and the Restoration Act of 1987. 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 Contract. The Contractor and all Subcontractors shall further comply fully with any equal opportunity requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents.

F. Small Contractors and Suppliers Policy.

Policy. It is King County policy that Small Contractors and Suppliers (SCS) have equitable opportunities to participate in the performance of goods and services contracts issued by King County, and that contractors and subcontractors shall afford equal opportunity in employment while providing supplies and services for and to King County.

Inquiries and Information Regarding King County Certified SCS Firms. Direct inquiries on how to apply for SCS certification, or obtain a list of King County Certified Firms to the King County Business Development and Contract Compliance (BDCC) office by telephone at 206-263-9734. Information about becoming a King County Certified SCS Firm, as well as a Directory of King County Certified Firms is available at: <http://www.kingcounty.gov/bdcc>.

Definitions. The following definitions shall apply throughout this Section.

1. "Administrator" means the Director of Finance.
2. "Certified SCS Firm" means a business that has applied for participation in King County's Contracting Opportunities Program, and has been certified as an SCS by the King County BDCC office.

3. "Small Contractor or Supplier" or "(SCS)" means that a business and the person or persons who own and control it are in a financial condition, which puts the business at a substantial disadvantage in attempting to compete for public contracts. The relevant financial condition for eligibility under the Contracting Opportunities Program is based on a dollar ceiling for standard business classifications that is set at fifty percent (50%) of the Federal Small Business Administration (SBA) small business size standards using the North American Industrial Classification System (NAICS), and an Owners' Personal Net Worth less than \$750K dollars.

- G. Compliance with Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) and the American with Disabilities Act of 1990 as amended (ADA).

Pursuant to Title II of the ADA, and Section 504, King County must not discriminate against people with disabilities in providing services, programs or activities even if those services, programs or activities are carried out by contractors. The Contractor agrees that it shall provide all programs, services, and activities to County employees or members of the public under this Contract in the same manner as King county is obligated to under Title II of the ADA, and Section 504 and shall not deny participation of the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with this Section 7.1.H shall be a material breach of, and grounds for the immediate termination of, this Contract.

The Contractor agrees to provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16.

The Contractor shall not discriminate against persons with disabilities in providing the Work. In any subcontracts for the programs, activities and services under their Contract, the Contractor shall include the requirement that the Subcontractor provide to persons with disabilities access to programs, activities and services provided under the Contract, as required by the disability access laws as defined by KCC 12.16; that the Subcontractor shall not discriminate against persons with disabilities in providing the Work under the Contract; and that the Subcontractor shall provide that the County is a third party beneficiary to that required provision.

- H. Sanctions for Violations - Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of Contract, for which the Contractor may be subject to damages, withholding payment and any other sanctions provided for by Contract and by applicable law.

21. CONFLICT OF INTEREST

KCC Chapter 3.04 (Employee Code of Ethics) is incorporated by reference as if fully set forth hence, and the Agency agrees to abide by all conditions of said chapter. Failure by the Agency to comply with any requirement of said KCC Chapter shall be a material breach of contract.

22. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

23. **PROJECT MAINTENANCE; EQUIPMENT PURCHASE, MAINTENANCE, AND OWNERSHIP**

- A. As between the County and the Agency, the Agency shall be responsible to operate and maintain the completed project at its own sole expense and risk. The Agency shall maintain the completed project in good working condition consistent with applicable standards and guidelines. The Agency understands, acknowledges, and agrees that the County is not responsible to operate or to maintain the project in any way.
- B. The Agency shall be responsible for all property purchased pursuant to this Contract, including the proper care and maintenance of any equipment.
- C. The Agency shall establish and maintain inventory records and transaction documents (purchase requisitions, packing slips, invoices, receipts) of equipment and materials purchased with Contract funds.
- D. The Agency's duties under this section 23 shall survive the expiration of this Agreement.

24. **NOTICES**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be:

- A. In writing; and
- B. Directed to the person specified in Section 4 of this Contract.
- C. Any such notice shall be deemed to have been given on the date of delivery, if mailed, on the third (3rd) business day following the date of mailing; or, if sent by fax, on the first (1st) business day following the day of delivery thereof by fax. Notice sent solely by e-mail shall not be a sufficient form of notice under this Contract.
- D. Either party may change its address, fax number or the name of the person indicated as the recipient by notice to the other in the manner aforesaid. In the event of interruption or threatened interruption in postal service, such notice shall be delivered addressed as aforesaid or sent by fax.

25. **ASSIGNMENT**

The Agency shall not assign any portion of rights and obligations under this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. The Agency must seek such consent in writing not less than fifteen (15) days prior to the date of any proposed assignment.

26. **CONTRACT AMENDMENTS**

Either party may request changes to this Contract. Proposed changes that are mutually agreed upon shall be incorporated by written amendments to this Contract.

27. WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

28. TAXES

The Agency agrees to pay on a current basis all taxes or assessments levied on its activities and property, including, without limitation, any leasehold excise tax due under RCW Chapter 82.29A; PROVIDED, however, that nothing contained herein will modify the right of the Agency to contest any such tax, and the Agency will not be deemed to be in default as long as it will, in good faith, be contesting the validity or amount of any such taxes.

29. WASHINGTON LAW CONTROLLING; WHERE ACTIONS BROUGHT

This Contract is made in and will be in accordance with the laws of the State of Washington, which will be controlling in any dispute that arises hereunder. Actions pertaining to this Contract will be brought in King County Superior Court, King County, Washington.

30. PARAGRAPH HEADINGS

The paragraph headings contained herein are only for convenience and reference and are not intended to be a part of this Contract or in any manner to define, limit, or describe the scope or intent of this Contract or the particular paragraphs to which they refer.

31. PUBLIC DOCUMENT

This Contract will be considered a public document and will be available for inspection and copying by the public.

32. LEGAL RELATIONS

Nothing contained herein will make, or be deemed to make, the County and the Agency a partner of one another, and this Contract will not be construed as creating a partnership or joint venture. Nothing in this Contract will create, or be deemed to create, any right, duty or obligation in any person or entity not a party to it.

33. SINGULAR AND PLURAL

Wherever the context will so require, the singular will include the plural and plural will include the singular.

34. PERMITS AND LICENSES

The Agency will obtain and maintain, at its own and sole costs and expense, all necessary permits, licenses and approvals required for the Project.

35. INTERPRETATION OF COUNTY RULES AND REGULATIONS

If there is any question regarding the interpretation of any County rule or regulation, the County decision will govern and will be binding upon the Agency.

36. POLICE POWERS OF THE COUNTY

Nothing contained in this Contract will diminish, or be deemed to diminish, the governmental or police powers of the County.

37. ENTIRE AGREEMENT

This Contract, including its attachments, constitutes the entire Contract between the County and the Agency. It supersedes all other agreements and understandings between them, whether written, oral or otherwise.

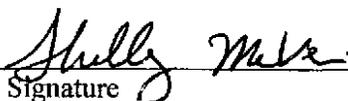
KING COUNTY

AGENCY: Bellevue Parks

FOR



King County Executive



Signature

Date

1/15/15

Shelley McVein Deputy Director
NAME (Please type or print), Title

Date

1/8/15

King County Parks **Your**  King County
Big Backyard

Youth Sports Facilities Grant

Scope of Services

Please detail the scope of work to be performed under this contract as described in the YSFG application. You may use and expand upon the application text. Please be thorough in your description of both the entire project and how the YSFG grant will be spent on your project.

Inspiration Playground will be developed in Downtown Park, Bellevue Washington. Grant Funds will be used to renovate and expand an existing play area, providing the playground with a universally accessible design, featuring sensory-rich play experiences and equipment suitable for all ages and abilities. The primary outdoor recreational opportunity will be to provide play spaces to accommodate the needs of all children - those who are typically developing as well as those with physical, cognitive or sensory disabilities with activities that are inclusive, fun and challenging, that support physical, educational, and social development. Our goal is to create a truly innovative playground dedicated to fun, imagination and learning, where all ages and abilities play and explore at their own pace – an Inspiration(al) Playground

Depending on funds raised, Phase 1 is anticipated to double or even triple recreation opportunities. Inspiration Playground features include: Rockin' Music Plaza, Wavy Walk, Wisdom Tree Plaza, Free Spirit Natural Water Play, Picnic and game tables, Whimsy Play area and climbing wall, Imagination Station (for younger children), Hillside Slide and swinging Pergola entry. Minor renovations of the existing parking lot and restroom infrastructure will improve accessibility.

The first phase of construction will provide a complete playground that can stand on its own and serve the needs of our community until the entire project is completed. We have prioritized play elements for the first phase of development based on community and Bellevue Rotary input as well as construction efficiencies.

YSFG Project Budget

Project Name:	Project Tasks		Timeline Start/Finish		Project Costs		Project Funding			
	Project Tasks	Timeline Start/Finish	Project Costs	Project Costs	Volunteer	Donated Materials	Prof. Services	Cash	YSFG Grant Request	
Planning and Design										
Project Management		3/2012	6/2016	\$50,000				\$50,000		
Architectural and Engineering (Design thru Construction Admin.)		5/2012	6/2016	\$385,000				\$385,000		
Concept		6/2012	10/2012							
Schematic Design Development		10/2012	1/2013							
Construction Documentation		11/2013	6/2016							
Permits (application - issued)		2/2014	4/2015	\$40,000				\$40,000		
Fund Raising - Bellevue Rotary: Ongoing					Countless!					
Construction / Installation - \$1,870,000		7/2015	5/2016							
Site Preparation				\$105,000				\$105,000		
Mobilization/Survey										
Demo										
Utilities				\$115,000				\$115,000		
Electrical - \$12,000										
Sewage - \$12,000										
Stormwater - \$78,000										
Water - 12,000										
Restroom Renovation				\$30,000				\$30,000		
Play Equipment and Surfacing				\$630,000				\$630,000		
Spray Play Area				\$320,000				\$245,000	\$75,000	
General Site Improvements				\$590,000				\$590,000		
Pathways - \$165,000										
Fencing/Barriers/Gates - \$60,000										
Structures (Shade/Rain, Seat Walls) - \$260,000										
General Lighting - \$65,000										
Signs/Kiosk - \$40,000										
Site Furnishings - \$30,000										
Landscaping				\$80,000				\$80,000		



**Youth Sports Facility Grant
Reimbursement Request**

<p>Submit To: King County Parks Attention: Butch Lovelace 201 South Jackson, Suite 700 Seattle, WA 98104-3855</p>	<p>From: Organization: _____ Address: _____ Contact: _____ Phone: _____</p>
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THIS REIMBURSEMENT REQUEST IS FOR ACTIVITIES / SERVICES RENDERED UNDER THE YOUTH SPORTS FACILITY GRANT (YSFG) AGREEMENT IDENTIFIED AS:

PROJECT NAME _____ CONTRACT # _____

THE COSTS AS PRESENTED IN THIS REQUEST WERE INCURRED BETWEEN THE TIME PERIODS OF (DATES)

_____ TO _____

CHECK WHEN THIS IS FINAL REIMBURSEMENT REQUEST

PLEASE READ CAREFULLY BEFORE SUBMITTING A REIMBURSEMENT REQUEST

It is the responsibility of the Agency (grant recipient) to clearly document and list with highlights the supporting documentation of the incurred expenses. You must also clearly and adequately document the match expended. Track these expenses and reimbursements on the budget form (Exhibit II) and submit this page, the budget form (Exhibit II), and all supporting documents together when requesting reimbursement.

I CERTIFY THAT THE REIMBURSEMENT REQUEST IN THE AMOUNT OF \$ _____ HAS BEEN INCURRED AND PAYMENT HAS BEEN MADE OR IS NOW DUE AND THAT NECESSARY RECEIPTS OR INVOICES ARE ATTACHED. I ALSO CERTIFY THAT THE MATCH EXPENDED ON THIS PROJECT AS NOTED ON THE BUDGET FORM IS ACCURATE AND DOCUMENTED.

AUTHORIZED SIGNATURE

DATE

TITLE



Youth Sports Facilities Grant
Invoicing & Recordkeeping

1. King County grant funds can be requested and paid to the Agency only after the costs have been incurred. To receive reimbursement, the Agency must submit to King County Parks an accurate and complete invoice based on the Budget (Exhibit II) with supporting documentation such as bills which have been paid, receipts or invoices that are due and payable. **DO NOT SEND PARKS THE ORIGINALS; KEEP ORIGINALS IN YOUR PROJECT FILE AND SEND COPIES.**
2. The attached budget form (Exhibit II), is the same budget form used for the application. That form should be used for tracking the budget and submitted when requesting reimbursement, either in part or whole, and updated through the life of the grant. It is used for all stages of the grant—application, contract submittal, and reimbursement request.
3. The Agency will receive reimbursement from King County within approximately 15 working days after Parks receives the invoice. The Agency must pay any bills due before or after receipt of County funds.
4. The Agency shall follow the guidelines as outlined in Sections 10 & 11 of the Contract related to recordkeeping.



Youth Sports Facilities Grant
Design Documents

Please provide design documents and any specifications that detail the project, particularly related to the YSFG portion if part of a larger project. Scale your documents to 8 ½ x 11 inches if possible. Include the following details if applicable:

- Facility dimensions
- Specifications on drainage, irrigation, and lighting, fencing and other applicable information related to fields
- Material and equipment specifications
- Playgrounds: The manufacturer is usually able to provide a schematic design that details the layout and specific playground pieces
- Site plan

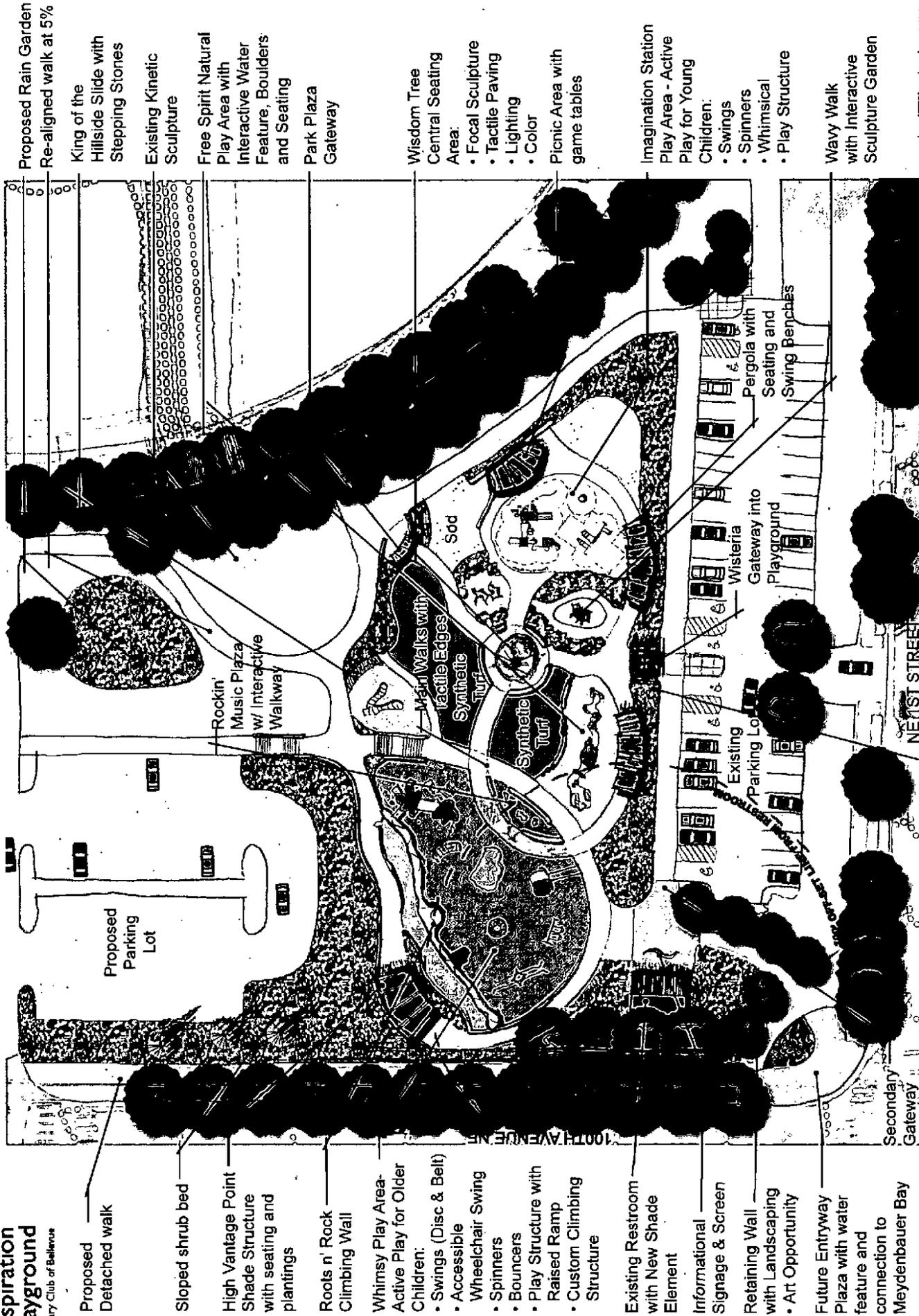


Inspiration Playground

Rotary Club of Bellevue



ROTARY CLUB OF BELLEVUE



Proposed Rain Garden
Re-aligned walk at 5%

King of the
Hillside Slide with
Stepping Stones

Existing Kinetic
Sculpture

Free Spirit Natural
Play Area with
Interactive Water
Feature, Boulders
and Seating

Park Plaza
Gateway

Wisdom Tree
Central Seating
Area:

- Focal Sculpture
- Tactile Paving
- Lighting
- Color

Picnic Area with
game tables

Imagination Station
Play Area - Active
Play for Young
Children:

- Swings
- Spinners
- Whimsical
• Play Structure

Wavy Walk
with Interactive
Sculpture Garden

Proposed
Detached walk

Sloped shrub bed

High Vantage Point
Shade Structure
with seating and
plantings

Roots n' Rock
Climbing Wall

Whimsy Play Area-
Active Play for Older
Children:

- Swings (Disc & Belt)
- Accessible
Wheelchair Swing
- Spinners
- Bouncers
- Play Structure with
Raised Ramp
- Custom Climbing
Structure

Existing Restroom
with New Shade
Element

Informational
Signage & Screen

Retaining Wall
with Landscaping
• Art Opportunity

Future Entryway
Plaza with water
feature and
connection to
Meydenbauer Bay

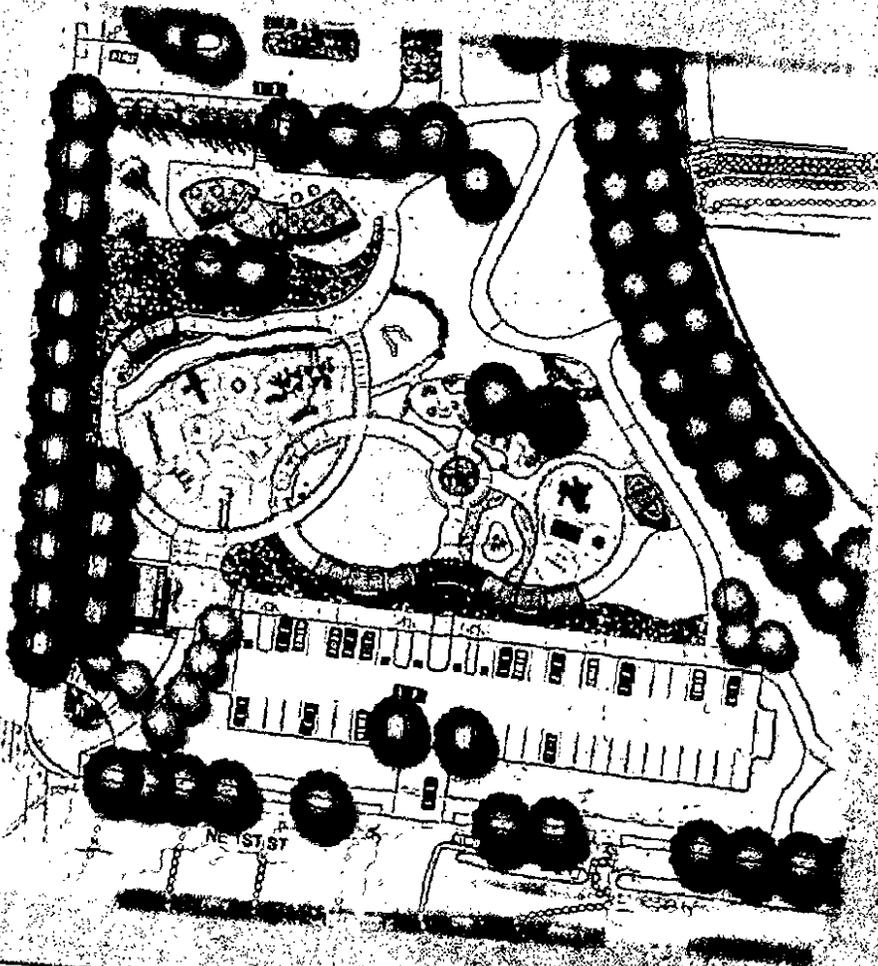
Fanciful Railing and Colorful Plantings for Safety and Visual Separation

Scale: 1"=20'-0"

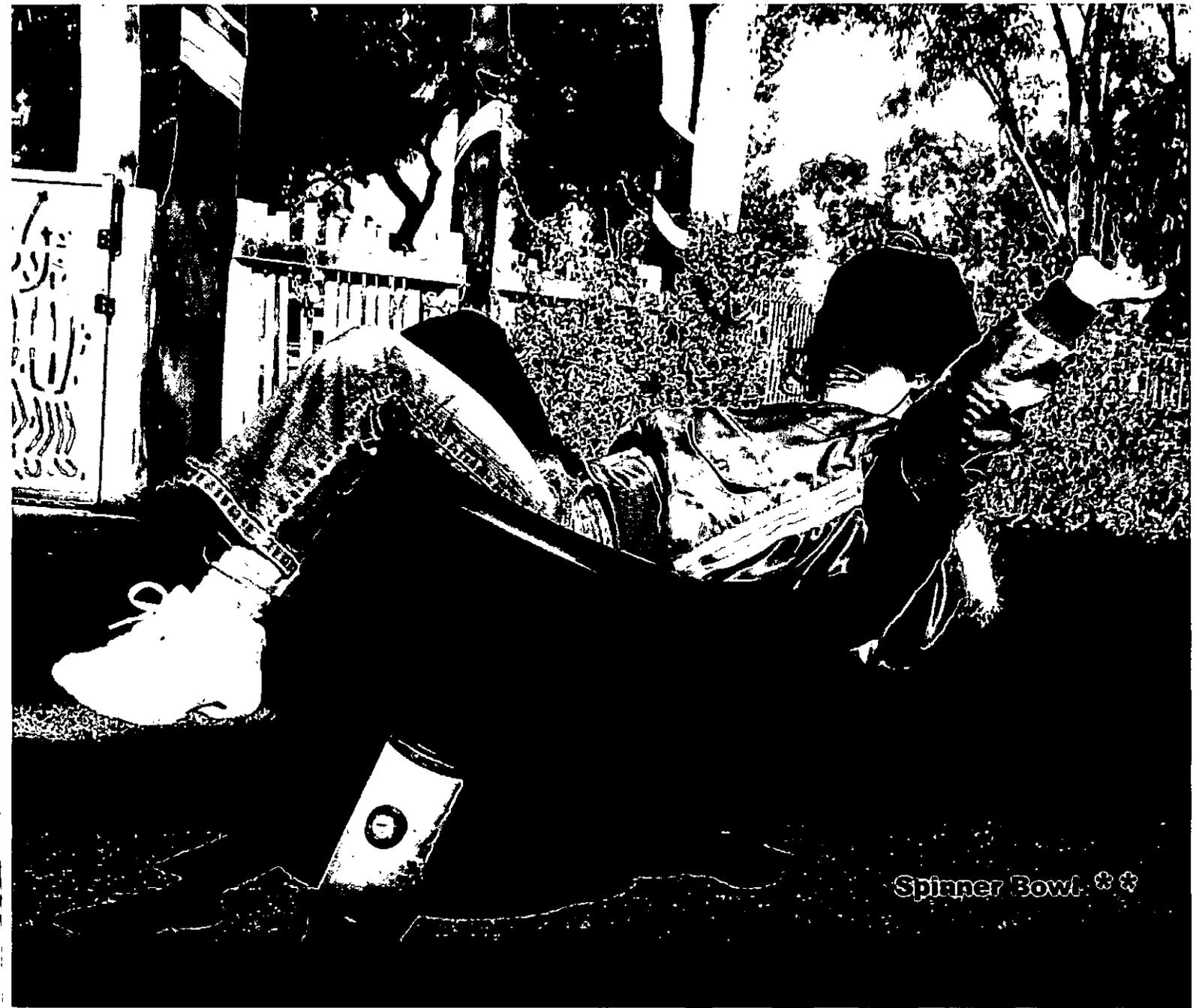
Downtown Park Inspiration Playground

Design Development
Play Equipment and
Site Furnishings Booklet

April 2013



Active Play:
Imagination Station



Spinner Bowl. **

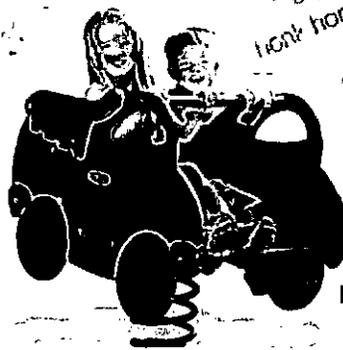
ELECTRONIC PLAY

Funky Animals & Spring Riders

These fun-riding friends come alive with delightful sound and music when little ones hop on. The electronics are completely secure and can run for up to a year on just four D-cell batteries. Also available without sound.



hoonk



honk honk



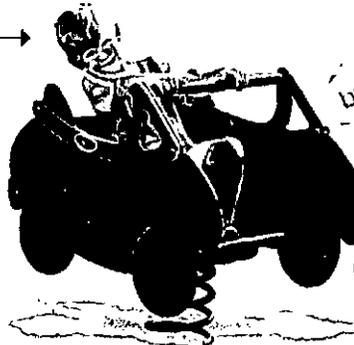
wooooo

Spring Riders with Sound

- Colors as shown
- Also available without sound



A. Boat	ZZXX0552	15' x 13' 11" (4,57m x 4,24m)	\$1,736
B. Truck	ZZXX0558	15' x 13' 10" (4,57m x 4,22m)	\$1,989
C. Airplane	ZZXX0554	15' x 13' 10" (4,57m x 4,22m)	\$1,754
D. Car	ZZXX0556	15' x 13' 10" (4,57m x 4,22m)	\$1,985
E. Train	ZZXX0550	15' x 14' 2" (4,57m x 4,32m)	\$1,981



beep beep



PLAYWORLDTAGS.COM/1214



bzzzz



mooooo



WOO WOO



Funky Animals with Sound



More Fun

A. NEW Color Splash Panel™

- A brilliant color-changing wheel on one side; a black-and-gray optical illusion on the other
- The rounded-edge, star-shaped handle works easily for a variety of hand sizes and abilities

#177714A

B. Optigear Panel®

- Ergonomic handle spins five rotating gears
- A fun way for kids to get visual sensory input

#173578A

C. Fun Mirror Panel®

- Rotatable, two-sided concave/convex mirror engages peripheral vision and visual tracking

#173577A

D. Kaleidospin Panel®

- Kids look inside and rotate an eyepiece to see a kaleidoscope of vibrant colors, engaging visual stimulation

#173580A

E. Imagination Table™

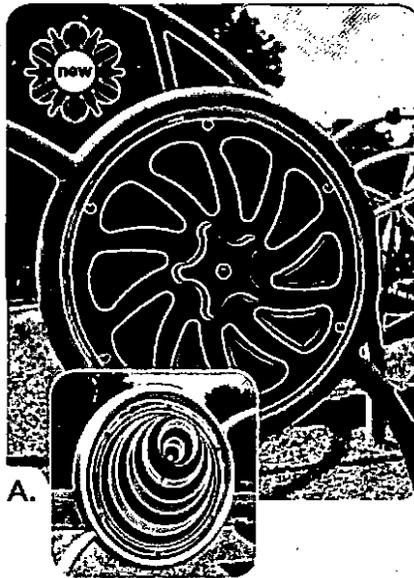
- This fun play station helps kids develop socially and creatively

#173582A

F. Marble Panel®

- Brilliant wall of spinning marbles offers a sensory-rich visual, auditory and tactile experience

#173581A

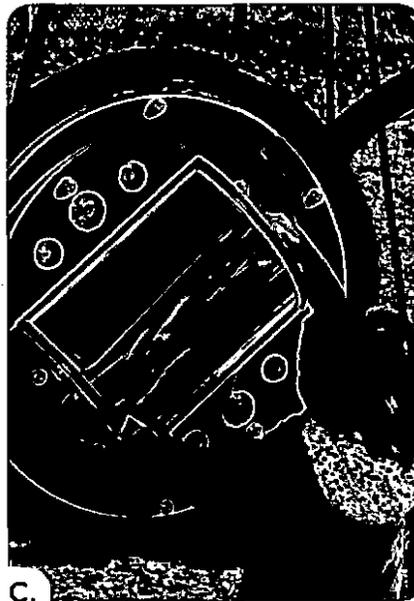


A.

Reverse view



B.



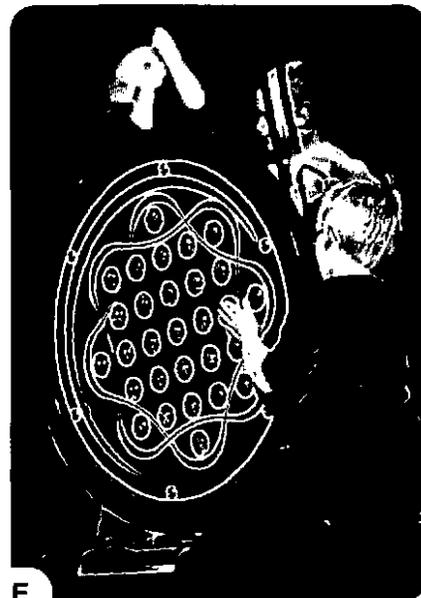
C.



D.



E.



F.

WEVOS MORE FUN

**

Sensory Play

A. Roller Table™

- Kids can experience deep pressure while working upper-body muscles
- Great activity for kids with mobility impairments
- Comfortable TenderTuff™-coated steel rollers
- Curved overhead handrails allow for varied abilities
- Enclosed sealed bearings make for smooth sliding
- Helps develop "skin map" of tactile sensory receptors
- Siderails support safe sensory play
- Maximum fall height 16-1/2" (0,42 m)
- Minimum area required 25' 2" x 14' 10" (7,67 m x 4,52 m)

#176457A

B. Cozy Dome®

- A climber on the outside...a quiet, cozy space on the inside
- Maximum fall height



B.



CONASTIC

The Turning Point

Sit or lie on this stainless steel ball and experience the motion of the spinning universe.



The Turning Point, small

(CON80901)

AGE: 2+

FALL HEIGHT: 11" (280mm)

SIZE: 1' 3" Ø, 1' 6" h (375mm Ø, 460mm)

USE ZONE: 13' 3" (4035mm Ø)

The Turning Point, large

(CON80902)

AGE: 5+

FALL HEIGHT: 1' 10" (590mm)

SIZE: 1' 7" Ø, 1' 10" h (475mm Ø, 590mm)

USE ZONE: 13' 7" (4115mm Ø)



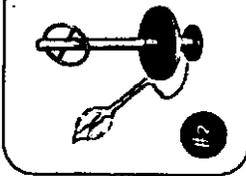
Children love the Storm! I've seen as many as four children on it at one time, all spinning together. The Storm is never standing still. Children just won't let it rest!



CONASTIC

The Storm

The sleek industrial look of the Storm adds style to your urban environment. The stainless steel with the black green anti-slip rubber base will look impressive for years to come. Choose from one of two styles. *See video at www.gorik.com.



The Storm 2

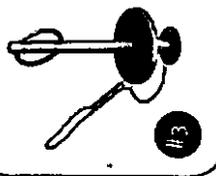
(CON39002)

AGE: 2+

FALL HEIGHT: 11" (280mm)

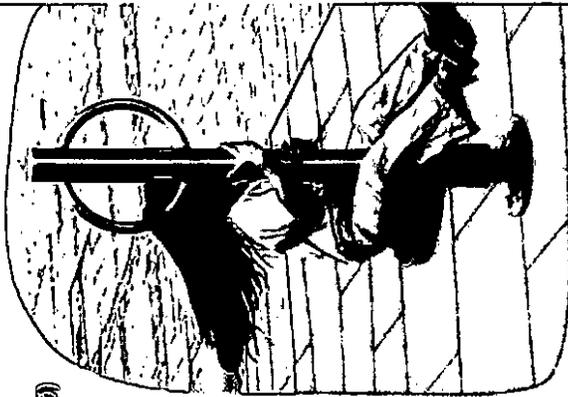
SIZE: 1' 7" Ø, 3' 10" h (480mm Ø, 1170mm)

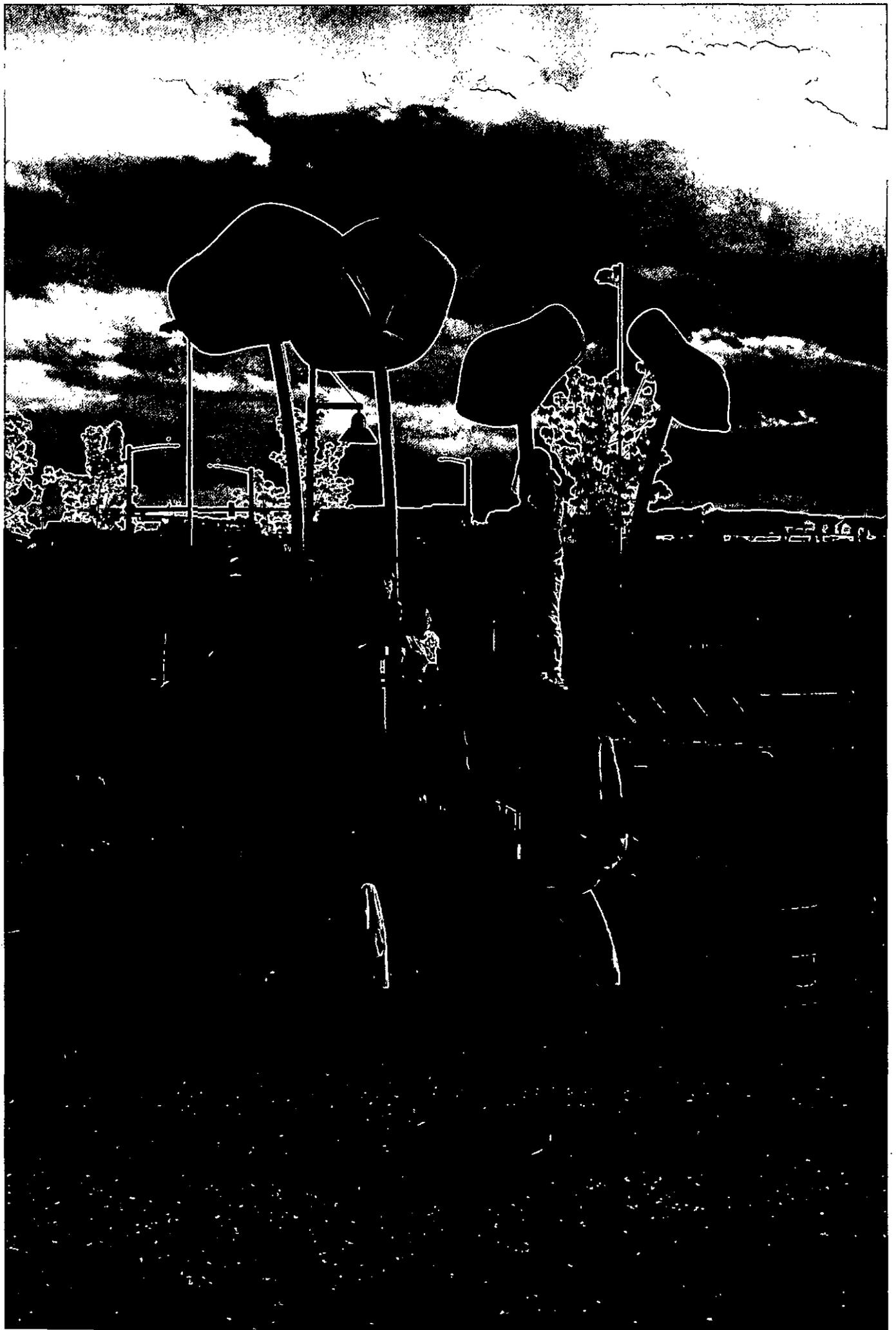
USE ZONE: 13' 7" (4140mm Ø)

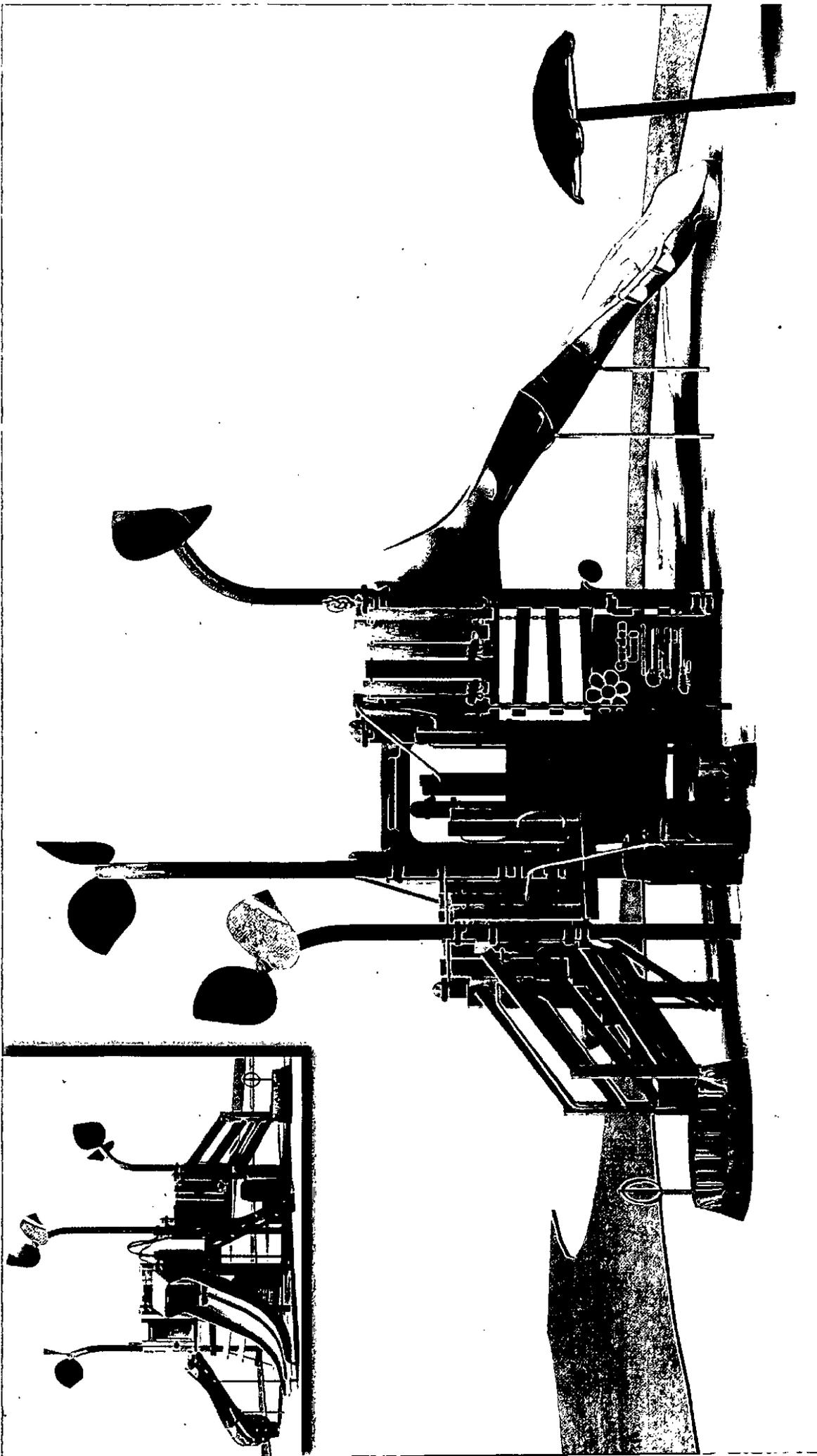


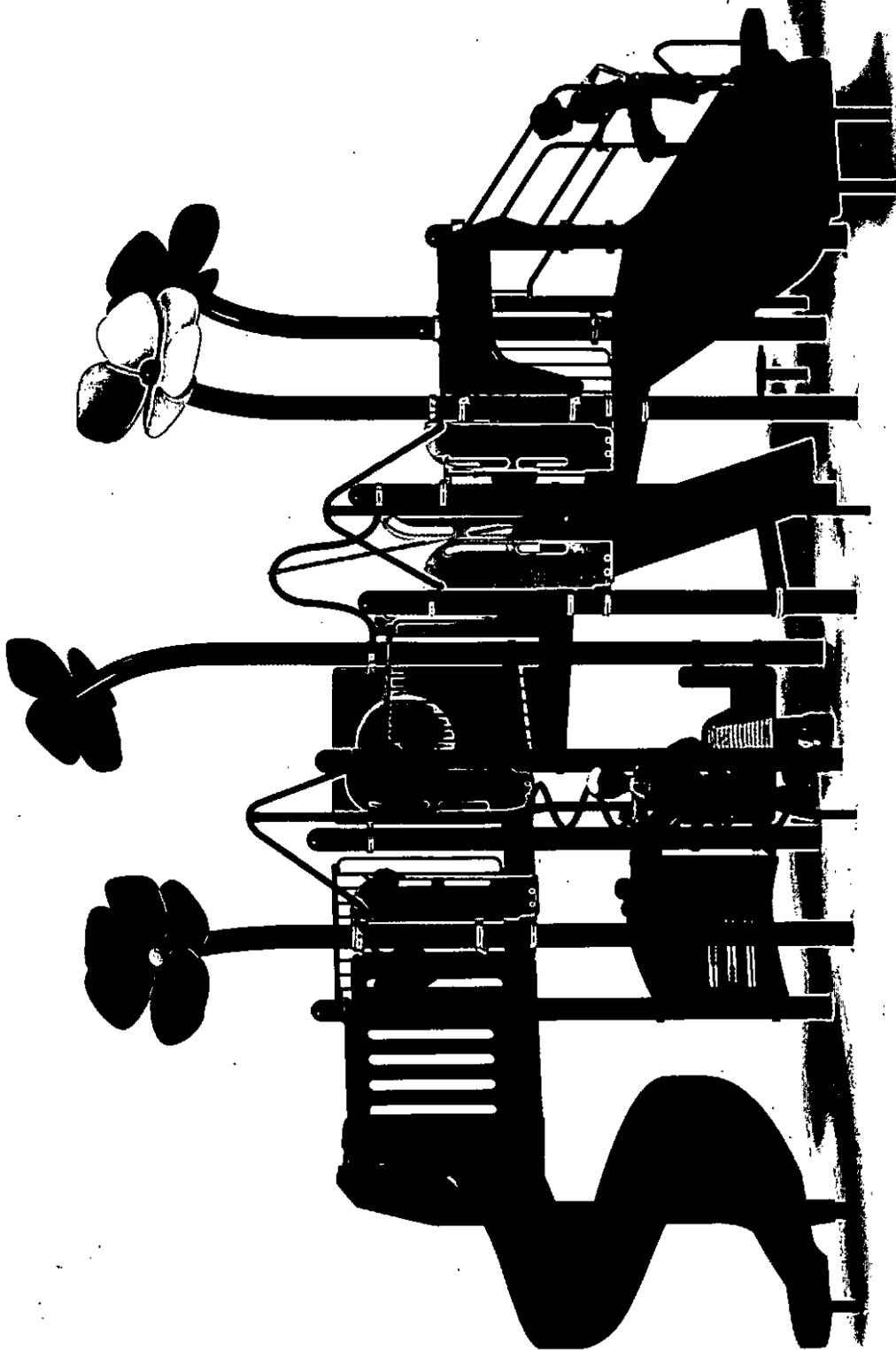
The Storm 3

(CON39003)



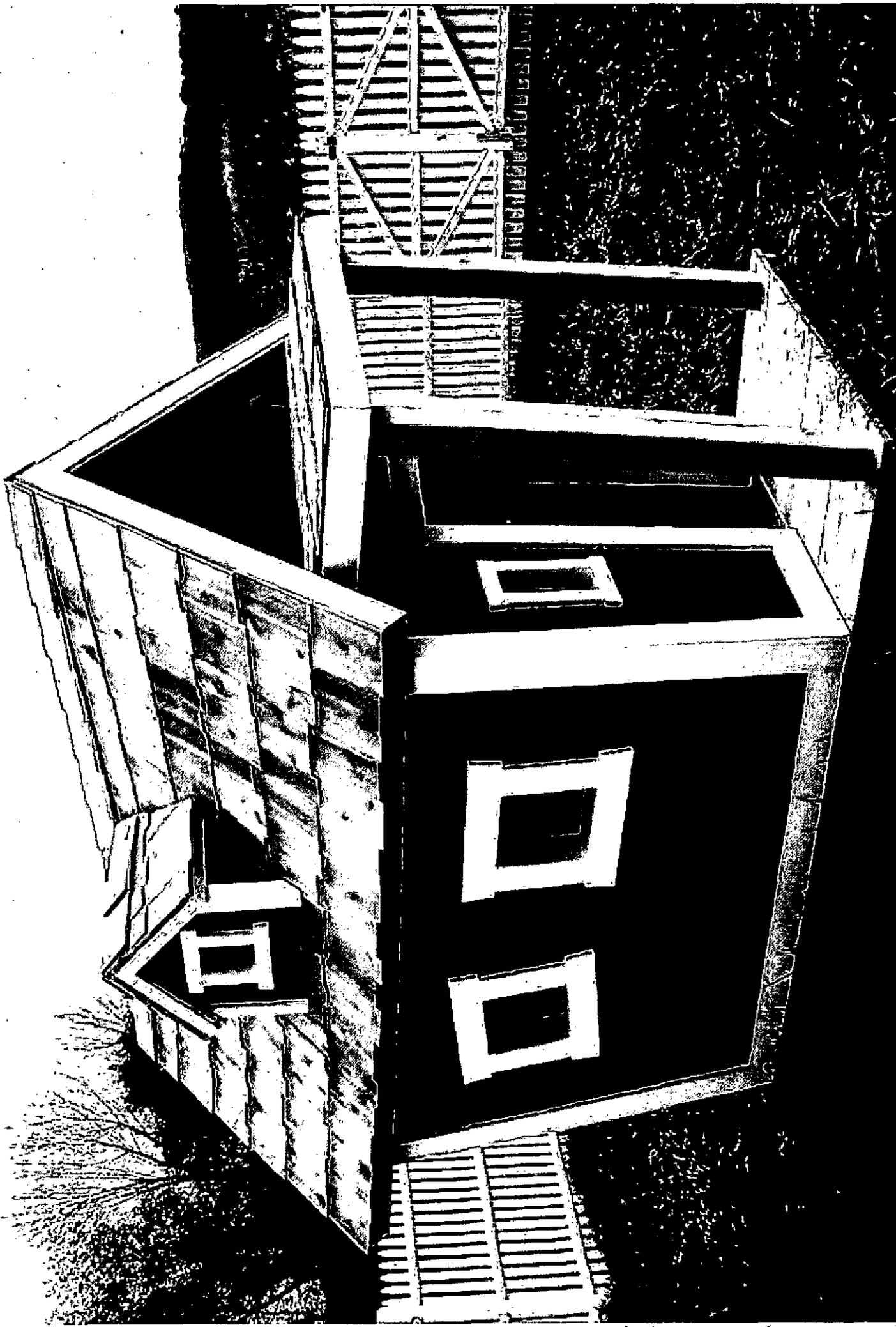








<p>Early Childhood Ideas</p>	<p>17132557-3-2</p>	<p>GENERAL RECREATION, INC. <small>MANUFACTURED BY GENERAL RECREATION, INC. IN THE U.S.A.</small></p>		
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A. Toddler Swings

- Angled chains prevent side-sway
- 3-1/2" galvanized-steel beam is supported by a 5" steel upright
- Seats and chains sold separately (see below)
- Maximum fall height 74" (1,88 m)
- Minimum area required 17' x 21' 9" (5,18 m x 6,63 m)

#177336A

B. Toddler Swing Add-On

- Attaches to the outer post of a Single Post Swing
- Seats and chains sold separately (see below)
- Maximum fall height 74" (1,88 m)
- Minimum area required 10' 8" x 17' (3,25 m x 5,18 m)

#177337A

C. Full-Bucket Seat

- Crack-resistant, durable and soft
- Cast aluminum handles; no pinching S-hooks
- Choose TenderTuff-coated or ProGuard™-finished chain

#176038A-H

D. Full-Bucket Infant Seat

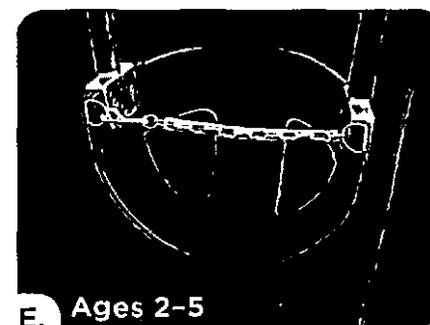
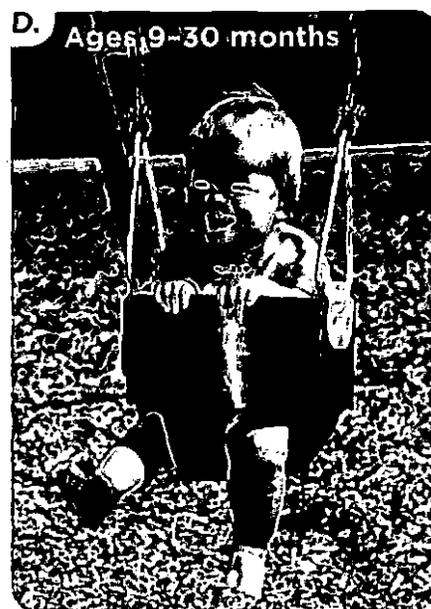
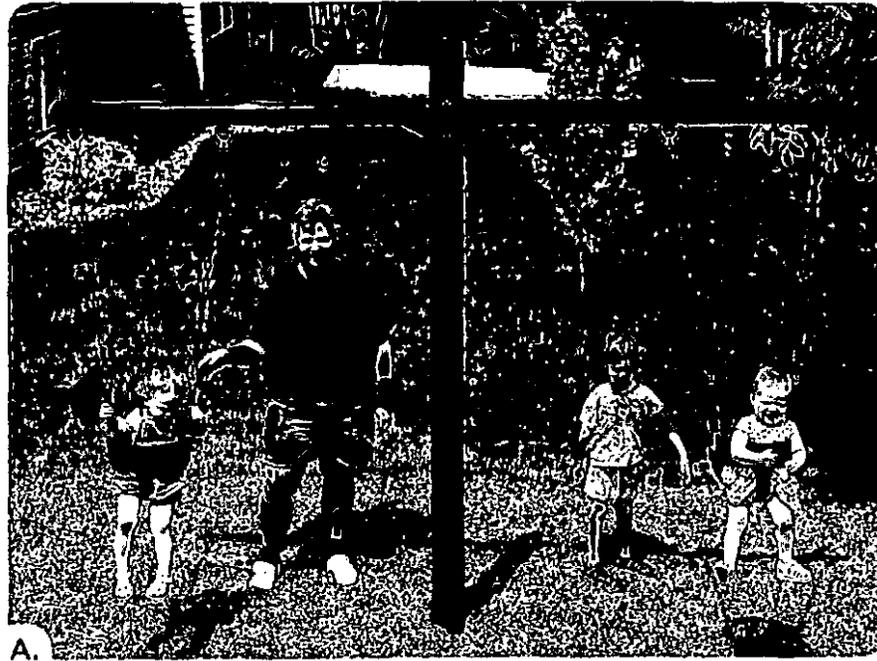
- Complies with ASTM F2373
- Intended for children who can sit up unaided
- For use on the Toddler Swing or the Toddler Swing Add-On
- Pivot point must be 95" or less to finish grade
- Choose TenderTuff-coated or ProGuard-finished chain

• Not IPEMA™ certified
#177352A

E. Half-Bucket Seat

- Crack-resistant, durable and soft
- Cast aluminum handles and front safety chain
- Choose TenderTuff-coated or ProGuard-finished chain
- Not IPEMA certified

#177349A-H



See our new colors on pages 210-211

Active Play:
Whimsy Play Area



Super Nova

Swings

A. Oodle® Swing

- Encourages interactive play for oodles of kids
- Molded from durable, colorfast polyethylene
- Maximum fall height 90" (2,29 m)
- Minimum area required 26' x 30' (7,92 m x 9,14 m)

#173592A

Note: Not certified to ASTM F1487-07ae1.

B. Arch Belt Swings

- Complements any PlayBooster® structure
- Seats and chains sold separately (see pages 183-184)
- Maximum fall height 96" (2,44 m)
- Minimum area required for Single Bay 24' 3" x 32' (7,39 m x 9,75 m)
- Add more swing bays; add 11' 10" x 32' (3,61 m x 9,75 m) use zone per bay.

#177330A Single Bay

#177331A Additional Bay

C. 5000 Series Swings

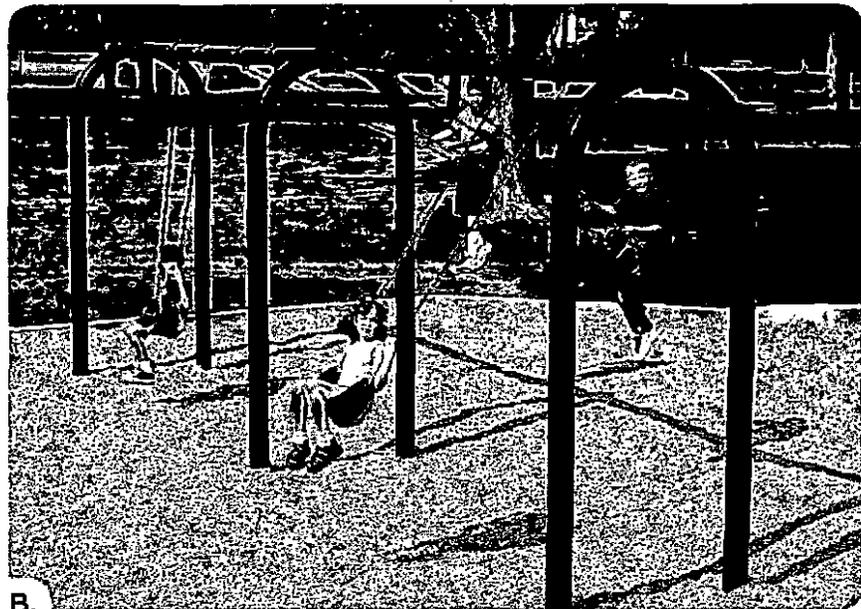
- Extra-long, heavy-duty galvanized-steel beam on sturdy tripod legs
- 8'- or 10'-high beams
- Features oil-impregnated bearings in the hangers
- Available with Anti-Wrap Swing Hangers
- Seats and chains sold separately (see pages 183-184)
- Maximum fall height 96" (2,44 m), 8'-high beam
- Minimum area required (Single Bay, 8'-high beam) 32' 1" x 32' (9,78 m x 9,75 m)
- Minimum area required (Double Bay, 8'-high beam as shown) 43' 7" x 32' (13,28 m x 9,75 m)

#174011B Single Bay

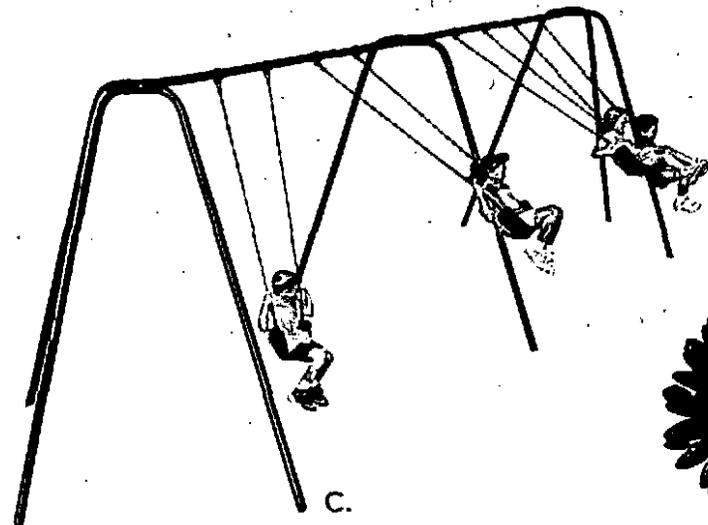
#177323B Additional Bay



A. Ages 5-12



B.



C.

Freestanding Play SWINGS

See our
new colors
on pages
210-211.

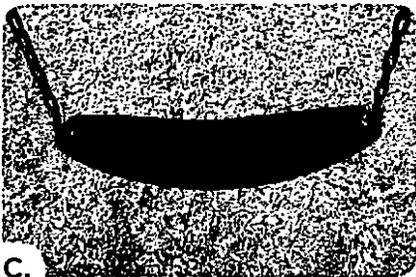
**



A.

Safety Note: The seat strap is not IPEMA™ certified. It is intended for use in supervised areas only. In public playground environments, we recommend a checkout system to reduce vandalism/theft and for safety reasons.

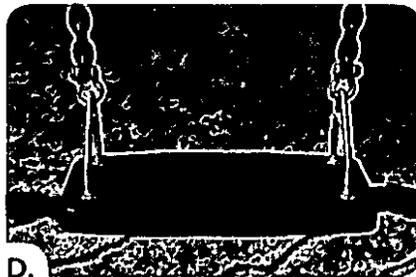
WARNING TO AVOID ENTANGLEMENT, REMOVE AND RETURN STRAP TO OWNER WHEN STRAP IS NOT IN USE.



C.



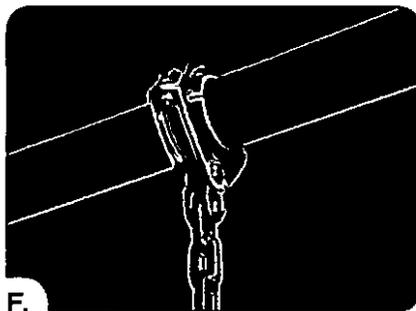
B.



D.



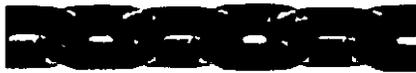
E.



F.



G.



H.

A. Molded Bucket Seat

- Comfy chair-like seat with sturdy, high back is molded from durable, colorfast polyethylene
- Choose TenderTuff™-coated chain for 8' beam; ProGuard™-finished chain for 8' and 10' beams

#177350A-C

B. Molded Bucket Seat with Harness

- High seat back and yoke harness provide greater stability for kids with limited upper-body mobility
- Choose TenderTuff-coated or ProGuard-finished chain

#177351A-D

C. Slash-Proof Belt Seat

- Weather-resistant EPDM rubber with impact-absorbing edge and stainless-steel spring insert
- Choose TenderTuff-coated or ProGuard-finished chain

#174018A-D

D. Flat Molded Seat

- Strong, impact-absorbent, vandal-resistant seat made of rubber compound
- Choose TenderTuff-coated or ProGuard-finished chain

#177348A-D

E. Tire Swing Hanger

- Protected universal-type joint and rotating lower housing with three-point attachment and oil-impregnated bushings
- Suspended more than 9" below the beam
- For 5" beams only
- Order chain separately

#121609A

F. Anti-Wrap Swing Hanger

- Proprietary hanger prevents wrap-arounds, seizing and breaking
- Aluminum clevis link prevents chain wear
- Retrofit requires field-drilling the beam

#140739A

For 2-3/8" O.D. Pipe

G. Swing Chain

- 3/16" straight-link-welded, ProGuard-finished chain by the foot

#173877A

H. TenderTuff-Coated Swing Chain

- Available in five colors

**



See our new colors on pages 210-211.

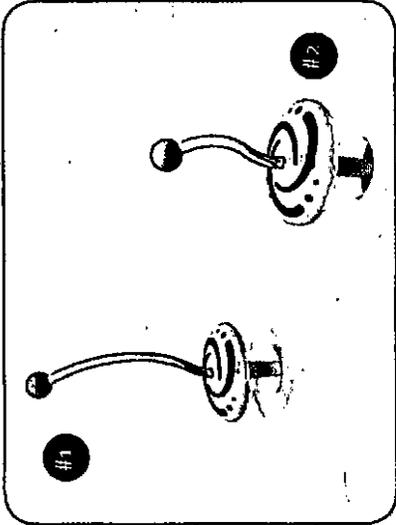


GO-KARTS

The Whirlwind

CON:380

Sit or stand— then spin! There are 24 Whirlwind options to choose from. Please ask for detailed specifications. Decide if you would like a short (2'-10") or long (4'-1") stemmed Whirlwind, curved or straight stem, the anti-slip surface design you like, and the type of protective surfacing you will need. We are here to help you find the Whirlwind that is best suited for your play area. See video at www.go-kart.com.



The Whirlwind, tall (1)

AGE: 2+

FALL HEIGHT: 1'-3" (380mm)

SIZE: 1'-8"Ø, 4'-1" h (500mm Ø, 1240mm)

USE ZONE: 15'-8" (4160mm Ø)

The Whirlwind, short (2)

AGE: 2+

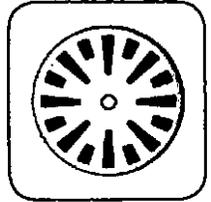
FALL HEIGHT: 1'-3" (380mm)

SIZE: 1'-8"Ø, 2'-10" h (500mm Ø, 680mm)

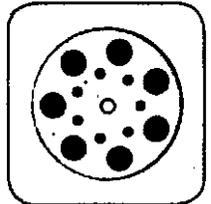
USE ZONE: 13'-8" (4160mm Ø)



Swirl



Striped



Spotted



A.

**A. SpringRing®
Bouncer**

- There's nothing else quite like this unique playground activity
- Improves balance as kids use their weight to bounce each other in all directions
- Made of TenderTuff™-coated 5" steel tubing; connected with four coil springs in brown only
- Choose any ProShield® color for posts
- Maximum fall height 20" (0,51 m)
- Minimum area required 19' 9" x 19' 9" (6,02 m x 6,02 m)

#117961A

**B. Spring Pod™
Bouncer**

- Interior spring adds a bounce as kids hop
- Choose any polyethylene color for pods; any ProShield color for posts
- Pods 14" in diameter and 16" high
- Maximum fall height 16" (0,41 m)
- Minimum area required is 6' around perimeter of pod cluster (1,83 m)

#120876A



B.



C.

C. Stationary Cycler

- Kids fine-tune their coordination and balance
- High-density polyethylene pedals and handgrips
- Rotates on maintenance-free bearings
- Choose any ProShield color for posts and bars
- Maximum fall height 24" (0,61 m)
- Minimum area required 16' x 13' 3" (4,88 m x 4,04 m)

#160055C



D.

**D. Accessible
Stationary Cycler**

- Builds upper-body strength
- High-density polyethylene handgrips
- Rotates on maintenance-free bearings
- Fall height not applicable
- Minimum area required 14' x 15' (4,27 m x 4,57 m)

#160055D



Kids in Motion

A. Sway Fun® Glider

- The industry's original wheelchair-accessible glider to meet all safety standards
- Permalene play table with cup holders and handholds
- Double-wall constructed benches available in any polyethylene color; deck in brown or gray; choose any two-color Permalene for side panel
- Requires accessible ramp or berm (sold separately) for wheelchair access to the 16" platform
- Maximum fall height 16" (0.41 m)
- Minimum area required 12' 11" x 24' 9" (3.94 m x 7.54 m)

#138871A



B.

B. OmniSpin® Spinner

- Our high-backed spinner provides valuable vestibular sensory stimulation and encourages interactive play
- Easy to enter from a wheelchair or walker
- Back support, side walls and speed limiter make spinning safe and fun for all children
- Maximum fall height 18"
- Minimum area required 19' x 19' (5.79 m x 5.79 m)

#173591A

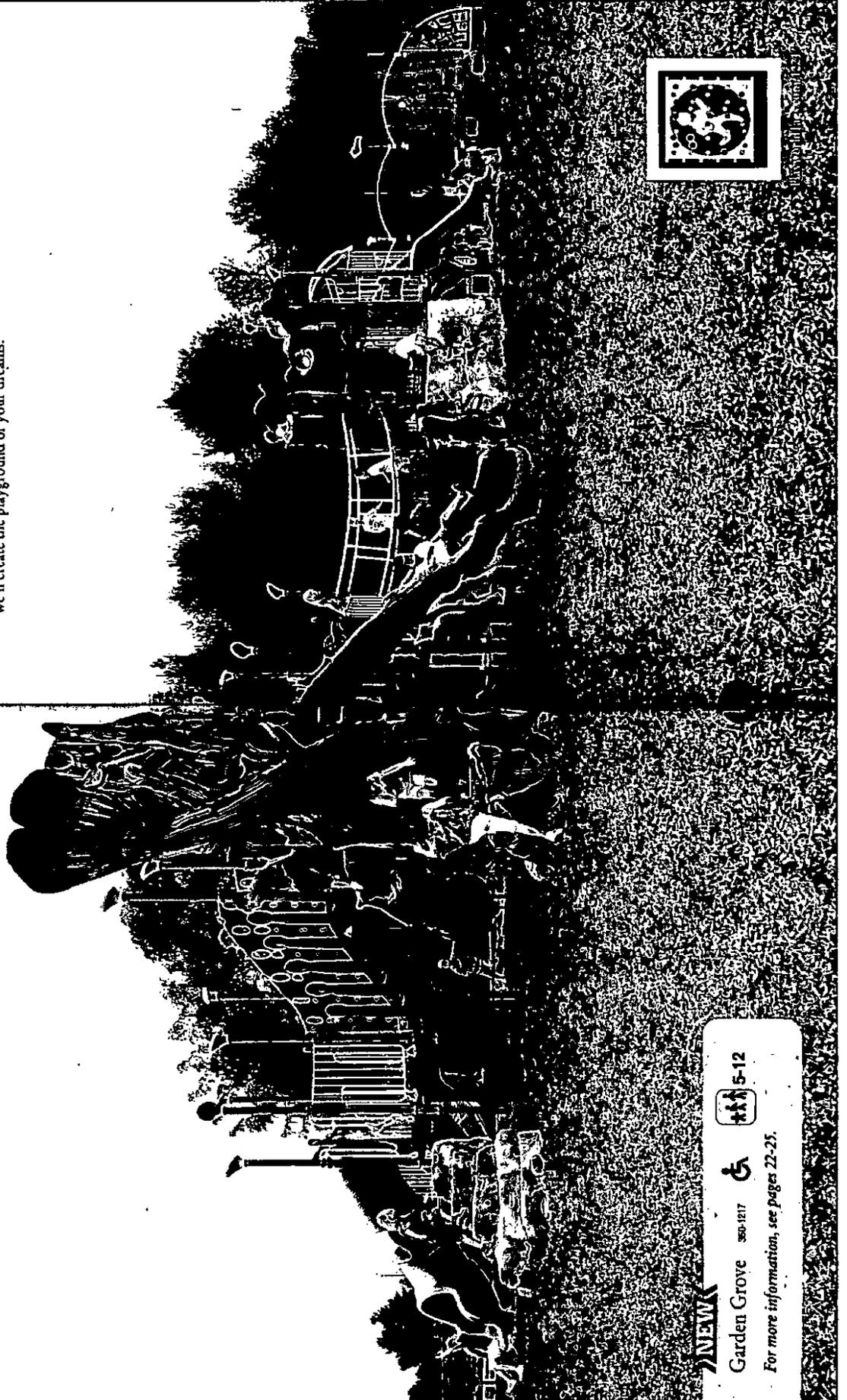


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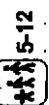
WHATEVER YOU DREAM UP, WE'LL BUILD.

So take a cue from your kids and use your imagination!

Children love the magical world of make-believe. It provides the very foundation for how they play. That's why we create custom-themed playgrounds like the Garden Grove. This new whimsical playground develops kids' cognitive, social and language skills as they role play, make up stories and adventures, and explore endless possibilities for fun. You'll love the endless possibilities you have to customize a themed playground that reflects your ideas and meets your needs. Just tell us what you have in mind. Together, we'll create the playground of your dreams.

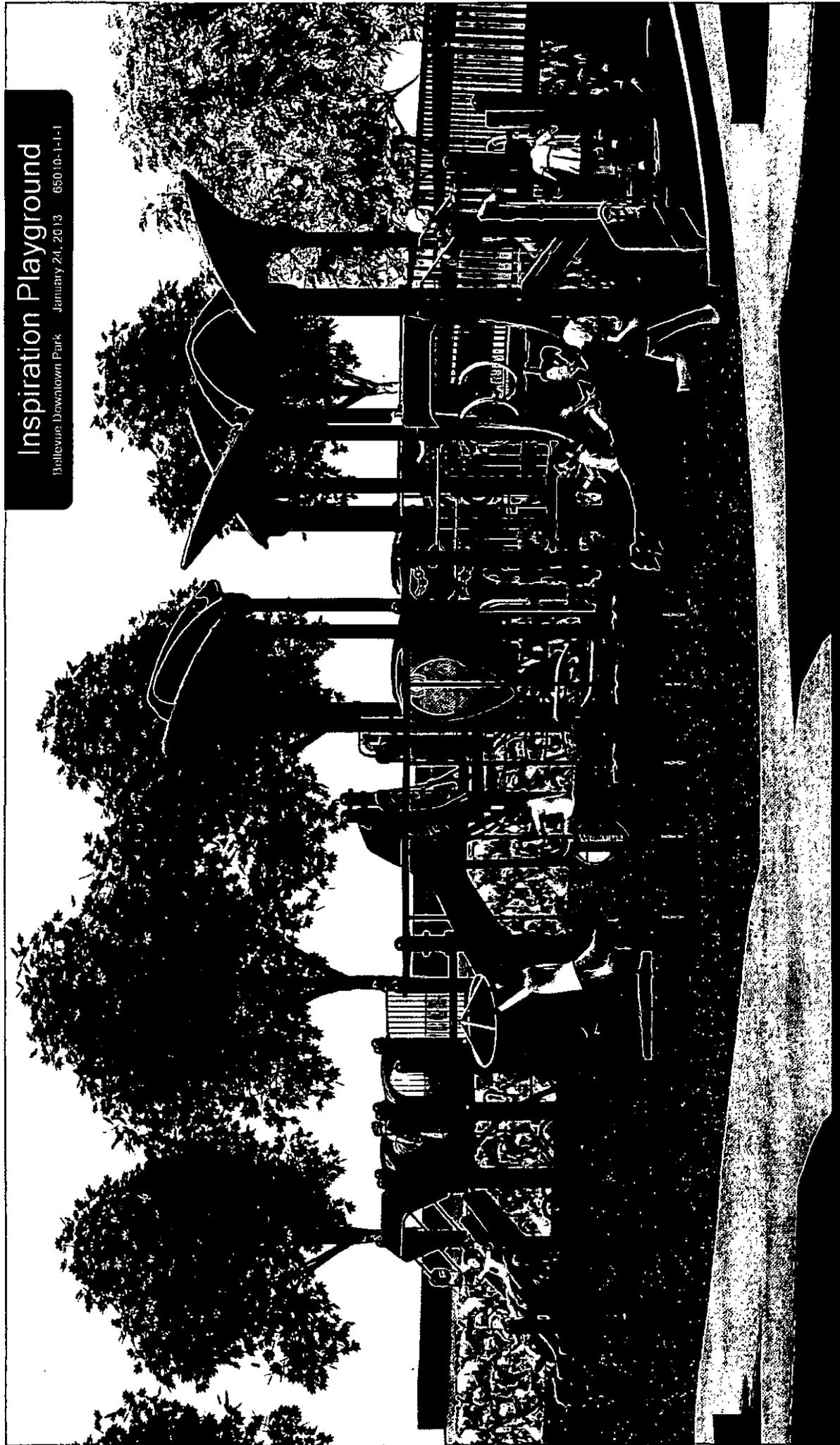


NEW
Garden Grove 850-1817
For more information, see pages 22-25.



Inspiration Playground

Bellevue Downtown Park January 24, 2013 650.10.1.1-1



slr
landscape
structures



Better playgrounds.
Better world.™

playisi.com

Proudly presented by:

Mike Desmond



PLAY CREATION

creates stories in the playground.



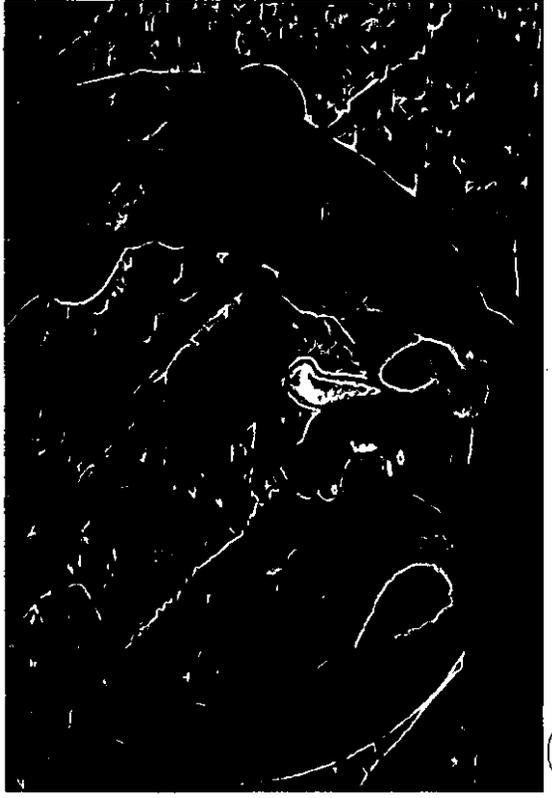
2 Detail Perspective

NTS



3 Detail Perspective

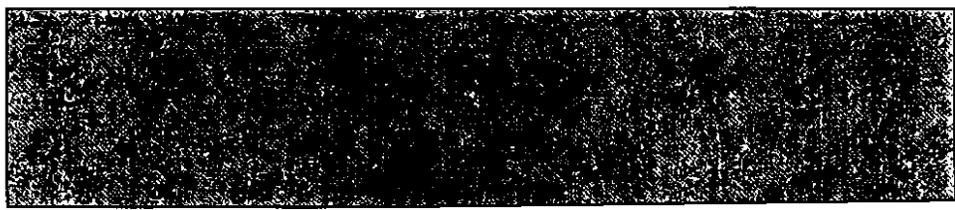
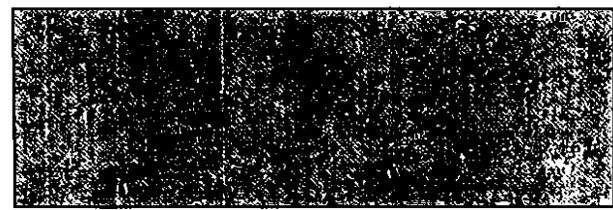
NTS



4 Detail Perspective

NTS

Rockin' Music Plaza



Contrabass Chimes



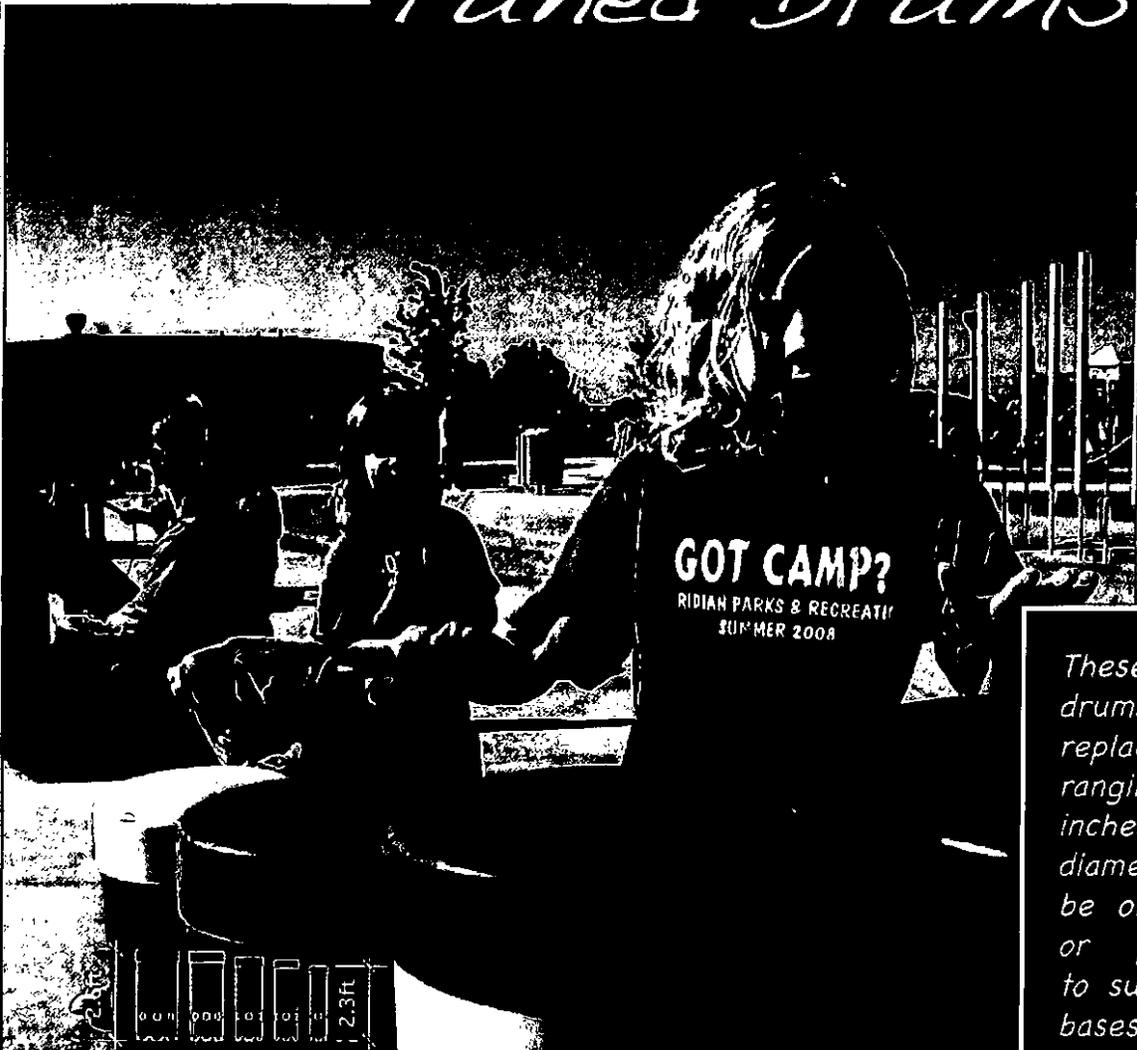
Stunning in both their towering appearance and low resonant sound, these seven chimes are pitched one octave below middle C. The chimes range in height from seven to nine feet. They are made of four inch diameter heavy-duty anodized aluminum tube and can be installed in a horseshoe shape to enable the player to experience a surround sound effect. Contrabass chimes are available to buy individually.



Freenotes
Harmony[™]
Park_{Inc.}
Musical
Playgrounds

**

Tuned Drums



These five tuned hand drums are made with replaceable plastic heads ranging from seven inches to fifteen inches in diameter. The drums can be ordered in standard or preschool heights to suit your needs. The bases of the drums can be permanently installed directly into the ground in your choice of arrangement. The drums can be painted in any combination of colors.



Alternative coloring



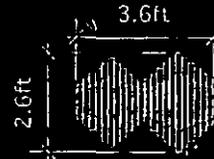
Excellent group activity



Freenotes™
Harmony
Park
Musical
Playgrounds



Glass Imbarimba

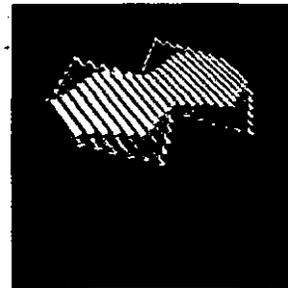


The Glass Imbarimba is a unique musical design combining the elements of two classic African instruments: the marimba (a resonated xylophone) and the kalimba (a thumb piano). These notes are arranged in the layout of the kalimba with long bars in the middle and short bars on the ends. This allows both hands equal access to the upper and lower notes.

The instrument can be wall mounted or set on a sturdy stand. The bars made of fiberglass are entirely weather proof and able to withstand hard use.



Wheelchair accessible



Mounted on portable stand



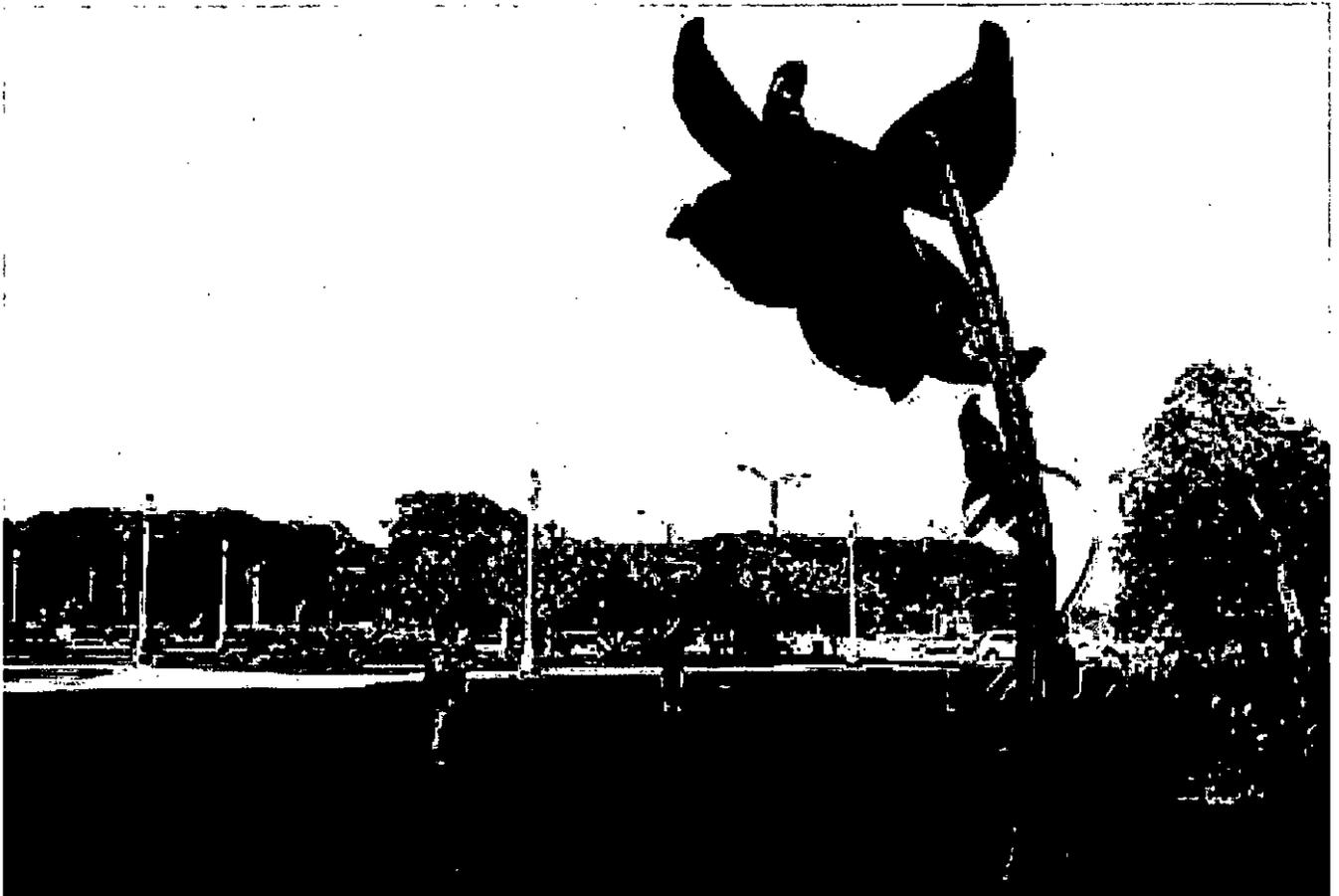
Freenotes
HarmonyTM
Musical
Park
Playgrounds

King of the Hillside Slide



Wavy Walk Interactive Sculpture Garden





Natural Play Area

Outdoor spaces featuring balance, climbing and crawling elements support children's sense of body competence, encourage healthy physical movement and help alleviate stress...and they're just plain fun!

A **Natural Balance Beams** help children develop balance, body awareness and control while appreciating the beauty of nature. As children patiently make their way across these beams, they also enjoy taking turns and learning techniques from one another. Hand-crafted of untreated Redcedar.

Assembly and permanent installation is required. To learn more, visit our website.  Please allow up to 4 weeks for delivery.

Dimensions: Straight 8' L x 4-6" W x 6" H
Crooked 8' L x 4-6" W x 6-12" H

#3920 Natural Balance Beam, Straight \$329

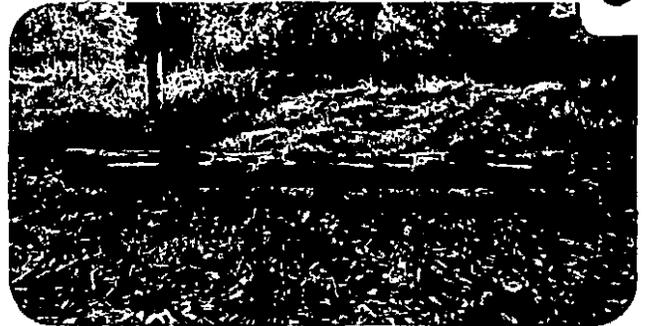
#3918 Natural Balance Beam, Crooked \$359

B **Redcedar Log Steps** encourage children to safely challenge their physical abilities and gain confidence as they step, climb, balance and jump from tiered-step to tiered-step. Hand-crafted of untreated Redcedar.

Assembly and permanent installation is required. To learn more, visit our website.  Please allow up to 4 weeks for delivery.

Dimensions: 12" Dia. x 8-12" H

#3917 Redcedar Log Steps, set of 4 \$399



"As children grow and develop they need to successfully master physical challenges in order to gain self-confidence and a sense of control over their environments. Learning how to maneuver their bodies in a variety of settings helps children gain skills that keep them safer."

-From the Learning With Nature Idea Book

**

A. Log Steppers

- Create woody clusters or pathways
- Logs provide a rugged climb up to a 28" height
- Can also be used with a PlayBooster® or PlayShaper® playstructure
- Durable concrete creates a realistic look and feel
- Maximum fall height equals log height

#173907A 8" Height

#173908A 18" Height

#173909A 28" Height

B. Mushroom Steppers

- Use as comfy seats or fun steppers
- Can also be used with a PlayBooster or PlayShaper playstructure
- Hand painted for a realistic look
- Available in several heights from 8" to 30"
- Maximum fall height equals mushroom height

#171568A-171573A

C. Log Balance Beam

- Engages kids' vestibular sense and decision-making skills
- 8' split beam provides alternate paths at heights from 8" to 12"
- Width varies from 4" to 8" to challenge kids at different developmental stages
- Durable, hand-painted concrete creates the look and feel of real bark
- Maximum fall height 12" (0,30 m)

#173596A

D. Log Crawl Tunnel

- This freestanding rugged log tunnel looks and feels like real bark
- Made of durable, hand-painted concrete
- 5' long; 30" diameter
- Maximum fall height 41" (1,04 m)

#173594A

E. Fossil Dig

- Kids love discovering these nature-inspired fossils
- Made of hand-painted concrete for the look and feel of real stone
- 8" height; 27" diameter

#170791A T-Rex Bones

#170792A Sea Shells

#170793A Dino Eggs

Log Bench

- See page 190 for matching seating

Nature-Inspired Play

Research shows that children who play in natural settings are typically healthier and more likely to respect and protect the environment as adults. Our nature-inspired components blend the wonder of nature with the latest in playground innovation and safety.



A.



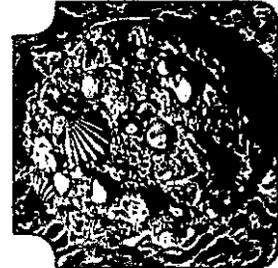
B.



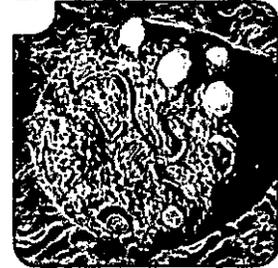
C.



E.



E.



Ages 2-5



D.

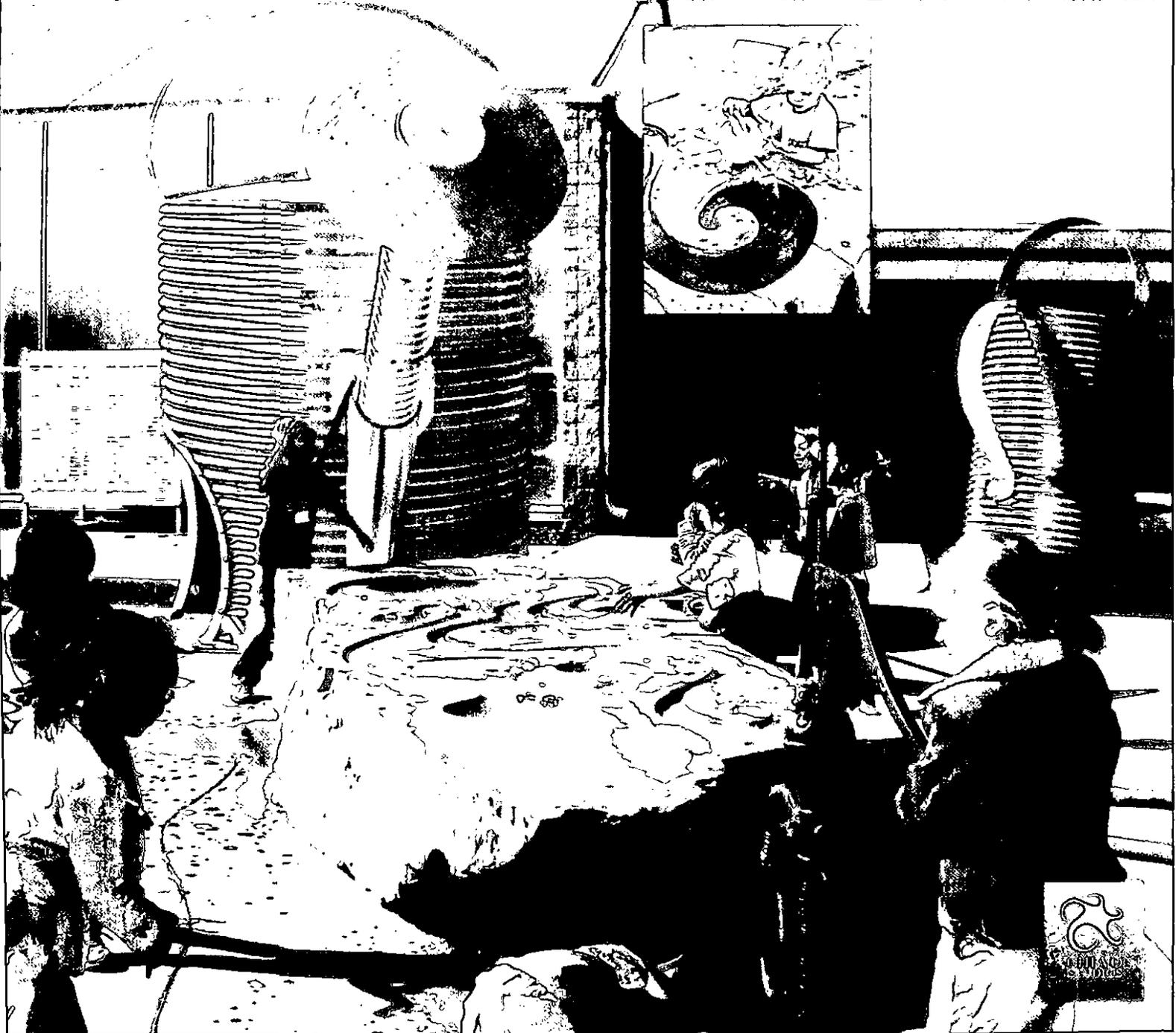


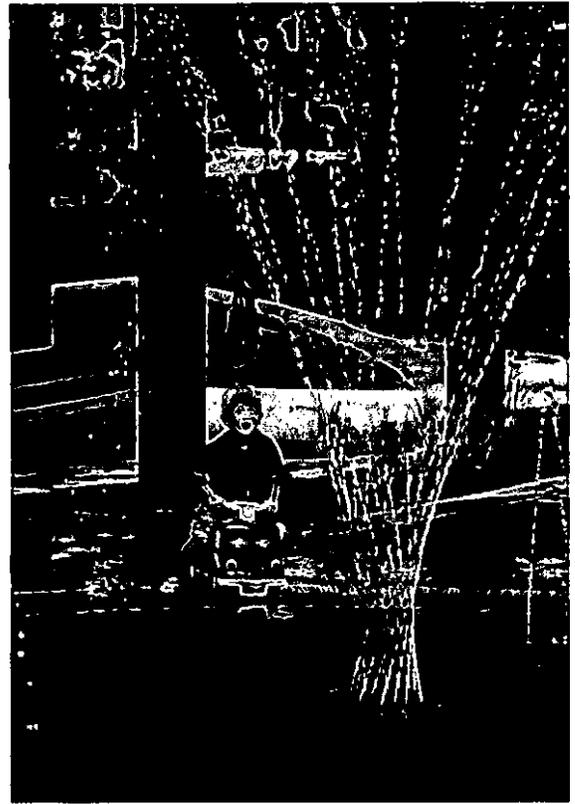
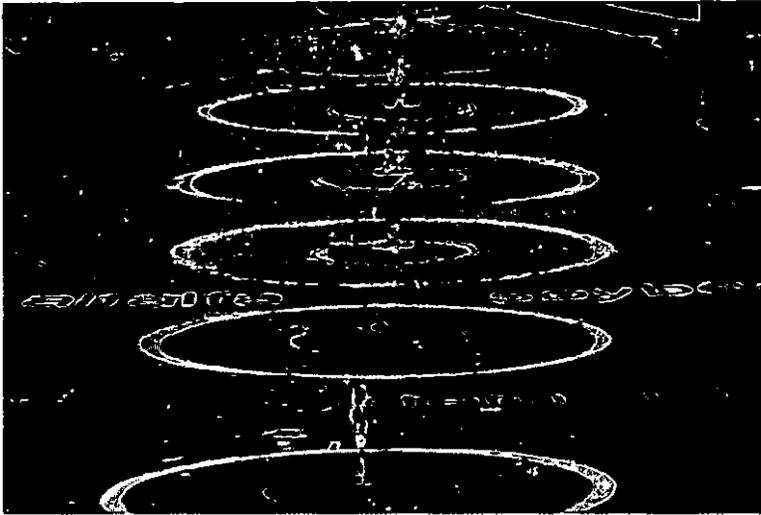
**

Flow

Fort Collins, Colorado

A sculptural play element for Spring Creek Children's Garden. Children use a hand-pump to release water into a series of hand-carved channels and can insert small plastic dams to direct the flow. This "water table" relates to the overall theme of the garden and invites interactive learning.







Youth Sports Facilities Grant
Certificate of Insurance

Please return a Certificate of Insurance naming King County as additional insured. See Sections 17 and 18 of the Contract for additional information regarding insurance requirements. Insurance requirements may vary depending on the scope of the project. Please call the YSFG project manager if you have questions related to the insurance requirements for your project.

**Request for Taxpayer
 Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) CITY OF BELLEVUE	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Other GOV. <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.) 450 110TH AVE NE	Requester's name and address (optional)
City, state, and ZIP code BELLEVUE, WA 98004	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number
9 1 6 0 0 7 0 2 0

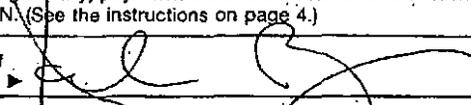
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person  Date

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person; and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, non-employee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for

your filing (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt from backup withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities.
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;
9. A futures commission merchant registered with the Commodity Futures Trading Commission;
10. A real estate investment trust;
11. An entity registered at all times during the tax year under the Investment Company Act of 1940;
12. A common trust fund operated by a bank under section 584(a);
13. A financial institution;
14. A middleman known in the investment community as a nominee or custodian; or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker.
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7. ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 8045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments; attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see Limited liability company (LLC) on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov/online/ss5.pdf. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses/ and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting www.irs.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see Exempt from backup withholding on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. **Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a non-employee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. **Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The Minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole Proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or your EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to other Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

City of
Bellevue



Post Office Box 90012 • Bellevue, Washington • 98009 9012

December 23, 2014

Butch Lovelace, YSFG Program Manager
King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 700
Seattle, WA 98104

RE: Grant Agreement (Number 5734077) Inspiration Playground, Downtown Park – City of Bellevue Self-Insurance

Dear Mr. Lovelace:

In respect to with Section 18(A) of the Terms and Conditions of the above named grant, the City of Bellevue is a municipal corporation that fully self-insures its general, auto, and professional liability loss exposures under the provisions of Chapter 48.62 Revised Code of Washington (RCW). Commercial insurance is purchased to address catastrophic loss and the requirements established by local laws to address fidelity insurance requirements.

Questions regarding the City's insurance program can be referred to the Risk Management Office at (425) 452-2011.

Sincerely,

A handwritten signature in black ink, appearing to read "Pete Bourgeault". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Pete Bourgeault
Risk Manager

cc: Pam Fehrman

ORIGINAL

CITY OF BELLEVUE, WASHINGTON

RESOLUTION NO. 8861

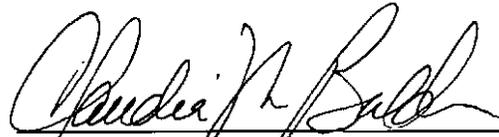
A RESOLUTION authorizing execution of a King County Youth Sport Facilities Grant Contract that will provide \$75,000 dollars toward the development of Inspiration Playground.

THE CITY COUNCIL OF THE CITY OF BELLEVUE, WASHINGTON, DOES RESOLVE AS FOLLOWS:

Section 1. The City Manager or his designee is hereby authorized to execute a King County Youth Sport Facilities Grant Contract that will provide \$75,000 dollars toward the development of Inspiration Playground., a copy of which contract has been given Clerk's Receiving No. 53192.

Passed by the City Council this 5th day of January, 2015, and signed in authentication of its passage this 5th day of January, 2015.

(SEAL)



Claudia Balducci, Mayor

Attest:



Myrna L. Basich, City Clerk

January 5, 2015

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8861 authorizing execution of a King County Youth Sport Facilities Grant Contract that will provide \$75,000 toward the development of Inspiration Playground.

FISCAL IMPACT

If awarded, the City is required to provide matching funds. Matching funds would be funded from donations provided to the City by the Bellevue Rotary Club, which has raised approximately \$1 million to date through their fundraising campaign for Inspiration Playground (CIP Plan # P-AD-94).

STAFF CONTACTS

Glenn Kost, Planning & Development Manager, 452-5228

Pam Fehrman, Project Manager, 452-4326

Parks and Community Services Department

POLICY ISSUES

In order for the County to provide funds to the City, and for the City to access these funds, the parties must enter into the King County Youth Sports Facilities Grant Contract. City financial policies require that grant awards over \$50,000 must be accepted by Council Resolution

BACKGROUND

King County has appropriated a \$75,000 Youth Sport Facilities Grant for Inspiration Playground in Downtown Park. Within the scope of the contract, the City of Bellevue will be reimbursed for a portion of the construction costs of Inspiration Playground.

On September 17, 2012 the Council approved a Memorandum of Understanding (Resolution No. 8446) with the Bellevue Rotary Club outlining a partnership to expand the existing Downtown Park playground with a focus on inclusive, accessible play opportunities. The City committed to providing design and other project soft costs, and to operate and maintain the playground. The Bellevue Rotary Club committed to raise all construction costs estimated at up to \$3,500,000. The agreement allows for phased development, with a minimum of \$1,400,000 needed to initiate Phase 1 construction. Construction will not be initiated until sufficient funds have been raised to construct Phase 1.

On October 21, 2013, Council awarded a contract to design Phase 1 of Inspiration Playground. This design and permit work is underway.

Rotary fundraising efforts have secured approximately \$1 million dollars towards Phase 1 construction. In addition, on April 7, 2014, Council approved Resolutions Nos. 8725 and 8726 authorizing grant applications to the State of Washington totaling \$1,500,000. The success of these grants depends on the outcome of the upcoming State budget. Based on current fundraising projections, construction could start as early as fall 2015.

EFFECTIVE DATE

If adopted by Council, this Resolution will become effective immediately.

OPTIONS

1. Adopt Resolution No. 8861 authorizing execution of a King County Youth Sport Facilities Grant Contract that will provide \$75,000 dollars toward the development of Inspiration Playground.
2. Do not adopt the Resolution and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 8861 authorizing execution of a King County Youth Sport Facilities Grant Contract that will provide \$75,000 dollars toward the development of Inspiration Playground.

MOTION

Move to adopt Resolution No. 8861 authorizing execution of a King County Youth Sport Facilities Grant Contract that will provide \$75,000 dollars toward the development of Inspiration Playground.

ATTACHMENT

Proposed Resolution No. 8861

AVAILABLE IN COUNCIL DOCUMENT LIBRARY

Youth Sports Facilities Grant Contract - 2015

CR #: 53192 Date: 1-21-15 Loc: → PO #: 1410668.000



City of Bellevue
 Finance - Contracting Services
 425-452-7876

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
 Youth Sports Facilities Grant Contract
Agreement Description:
 A King County Grant for \$75,000 dollars for development of Inspiration Playground
Agreement Form:
 Vendor Agreement Document

Agreement Type: Revenue Agreement
Document Type: Funding Agreement
Agreement Manager: Pam Fehrman
Agreement Amount: \$75,000.00
Total Aggregate Value: NaN

Project Information:

Project Name: Inspiration Playground YSF Grant
Department: Parks & Community Services

Project Manager: Pam Fehrman
Are matching funds required on this project? Yes

Granting Organization Information:

Funding Agency: King County
Administrative Agency: Natural Resources and Parks / Parks Division
Administrative Agency JDE Vendor #: ~~93563~~ 90029
Funding Program Name: Youth Sports Facilities Grant

CRV

Agreement Terms:

Original Effective Date: 01/01/2015 (estimated date) **End Date:** 12/31/2016 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: 1/5/2015 **Resolution #:** TBD

Resolution 8861 copy attached

Route:

		In	Out
Procurement Services:	<u>A. Carlson</u>	<u>12/30/14</u>	<u>12/30/14</u>
Accounting:	<u>A. Richard</u>	<u>12/30/14</u>	<u>—</u>
Information Technology:	Not Required		
Legal:	<u>[Signature]</u>	<u>12/31/2014</u>	<u>12/31/14</u>
Insurance Reviewed By:	<u>[Signature]</u>	<u>12-31-14</u>	<u>12-31-14</u>
Department Director:	<u>[Signature]</u>	<u>1/8/15</u>	<u>1/8/15</u>
Procurement Services:	<u>A. Carlson</u>	<u>1/20/15</u>	<u>1/20/15</u>
Return To:	Tammie Jackson		
City Clerk's Office:	<u>M. Tornow</u>	<u>1-21-15</u>	<u>1-21-15</u>

ISK-

January 5, 2015

CITY COUNCIL AGENDA MEMORANDUM

SUBJECT

Resolution No. 8861 authorizing execution of a King County Youth Sport Facilities Grant Contract that will provide \$75,000 toward the development of Inspiration Playground.

FISCAL IMPACT

If awarded, the City is required to provide matching funds. Matching funds would be funded from donations provided to the City by the Bellevue Rotary Club, which has raised approximately \$1 million to date through their fundraising campaign for Inspiration Playground (CIP Plan # P-AD-94).

STAFF CONTACTS

Glenn Kost, Planning & Development Manager, 452-5228
Pam Fehrman, Project Manager, 452-4326
Parks and Community Services Department

POLICY ISSUES

In order for the County to provide funds to the City, and for the City to access these funds, the parties must enter into the King County Youth Sports Facilities Grant Contract. City financial policies require that grant awards over \$50,000 must be accepted by Council Resolution

BACKGROUND

King County has appropriated a \$75,000 Youth Sport Facilities Grant for Inspiration Playground in Downtown Park. Within the scope of the contract, the City of Bellevue will be reimbursed for a portion of the construction costs of Inspiration Playground.

On September 17, 2012 the Council approved a Memorandum of Understanding (Resolution No. 8446) with the Bellevue Rotary Club outlining a partnership to expand the existing Downtown Park playground with a focus on inclusive, accessible play opportunities. The City committed to providing design and other project soft costs, and to operate and maintain the playground. The Bellevue Rotary Club committed to raise all construction costs estimated at up to \$3,500,000. The agreement allows for phased development, with a minimum of \$1,400,000 needed to initiate Phase I construction. Construction will not be initiated until sufficient funds have been raised to construct Phase I.

On October 21, 2013, Council awarded a contract to design Phase I of Inspiration Playground. This design and permit work is underway.

Rotary fundraising efforts have secured approximately \$1 million dollars towards Phase I construction. In addition, on April 7, 2014, Council approved Resolutions Nos. 8725 and 8726 authorizing grant applications to the State of Washington totaling \$1,500,000. The success of these grants depends on the outcome of the upcoming State budget. Based on current fundraising projections, construction could start as early as fall 2015.

EFFECTIVE DATE

If adopted by Council, this Resolution will become effective immediately.

OPTIONS

1. Adopt Resolution No. 8861 authorizing execution of a King County Youth Sport Facilities Grant Contract that will provide \$75,000 dollars toward the development of Inspiration Playground.
2. Do not adopt the Resolution and provide alternative direction to staff.

RECOMMENDATION

Adopt Resolution No. 8861 authorizing execution of a King County Youth Sport Facilities Grant Contract that will provide \$75,000 dollars toward the development of Inspiration Playground.

MOTION

Move to adopt Resolution No. 8861 authorizing execution of a King County Youth Sport Facilities Grant Contract that will provide \$75,000 dollars toward the development of Inspiration Playground.

ATTACHMENT

Proposed Resolution No. 8861

AVAILABLE IN COUNCIL DOCUMENT LIBRARY

Youth Sports Facilities Grant Contract - 2015