



CONTRACTS & AGREEMENTS

ECM INDEX DATA

INTRLOC_00 KING CONSERVATION DISTRICT NUMBER 9

File Location

Vendor Name

12/31/2010

KING CONSERVATION DISTR

Document Type: Interlocal New

Vendor Name: KING CONSERVATION DISTRICT NUMBER 9

PO# Location: INTRLOC-000

Effect Date: 5/1/2009

Term Date: 12/31/2010

CR#: 44397

Related CR#: _____

Ordinance: _____

Resolution: _____

Leg Date: _____

Vendor #: 37420

Description: WATERSHED OUTREACH CAMPAIGN PO 910443-000
KCD GRANT

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2009

500176854

GR #910443-000

INTRLOC-000

copy 2 of 2

CR# 44397 DATE 5-28-09 Loc ~~09-108~~

**AGREEMENT FOR AWARD
OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT**

City of Bellevue, Utilities

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 935 Powell Ave. SW, Renton, WA 98057 (referred to herein as "District"), and City of Bellevue, Utilities, a municipal corporation in King County, Washington, located at P.O. Box 90012, Bellevue, WA 98009-9012 (referred to herein as "Recipient"), for the purposes set forth herein.

SECTION 1. RECITALS

1.1 Whereas, the District is a special purpose district organized and existing under authority of Chapter 89.08 RCW which engages in certain activities and programs to conserve natural resources, including soil and water, which activities are declared to be of special benefit to lands; and

1.2 Whereas, pursuant to RCW 89.08.400, King County has authorized and imposed a system of assessments to finance the activities and programs of the District; and

1.3 Whereas, pursuant to RCW 89.08.220, RCW 89.08.341 and/or Chapter 39.34 RCW, the District is authorized to enter into agreements with municipal entities and agencies (governmental or otherwise), or their designees, in order to carry out and facilitate the activities and programs of the District to conserve natural resources; and

1.4 Whereas, the District has reviewed the grant application submitted by Recipient and has determined that the application meets the requirements of Chapter 89.08 RCW and the District's policies and procedures for awarding grants; and

1.5 Whereas, the District and Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions relating to the District's award of a grant to Recipient.

SECTION 2. AGREEMENT

2.1 The District agrees to award Recipient a grant in the total amount of Seventeen Thousand Dollars (\$17,000.00) from Returned Assessment Funds. Grant funds shall be used by Recipient solely for the performance of the work described in **Exhibit A** which is attached hereto and incorporated herein by this reference. The District shall pay the grant funds to Recipient in accordance with the District's policies and procedures, including but not limited to, the policies and procedures contained in the Member Jurisdiction & WRIA Forum Grant Application Instructions and Policies, provided that such funds have been collected and received by the District.

2.2 Recipient represents and warrants that it will only use the grant funds for the work described in **Exhibit A**, which may be amended by the parties pursuant to Paragraph 3.3 of the Agreement. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized work. Further, Recipient agrees to return to the District any grant funds that are not expended or remain after completion of the work covered by this Agreement.

2.3 Recipient acknowledges and agrees that the grant funds may only be expended on work which shall be entirely within the District's jurisdictional boundaries. The following municipal entities are not within the District's jurisdictional boundaries: Enumclaw, Federal Way, Milton, Pacific, and Skykomish. Recipient shall be required to refund to the District that portion of any grant funds which are used for work performed outside the District's jurisdictional boundaries.

2.4 In the event the scope of work authorized by this Agreement includes the use of grant funds to purchase houses located on real property within a flood hazard area, Recipient acknowledges and agrees that grant funds may only be used for such purposes if the houses to be purchased were constructed before floodplain mapping or sensitive areas regulations were in place for that area. Recipient shall be required to refund to the District that portion of any grant funds which are used for unauthorized purposes.

2.5 Recipient shall be required to provide the District with biannual financial and project progress reports, along with an annual summary report. Financial and project reports shall be due June 30 and November 30 each year. The Recipient shall also be required to submit to the District a final report which documents the Recipient's completion of the work in conformance with this Agreement within thirty (30) days after the completion of the work. The final report shall, among other things, summarize the project's successes and shall address the regional benefits accomplished by the work. The final report shall also identify any obstacles or challenges which were encountered during the work, along with general recommendations regarding ways to avoid such obstacles or challenges in the future. If requested, Recipient agrees to provide the District with additional financial or progress reports from time to time, at reasonable intervals.

2.6 Recipient's expenditures of grant funds shall be separately identified in the Recipient's accounting records. If requested, Recipient shall comply with other reasonable requests made by the District with respect to the manner in which project expenditures are tracked and accounted for in Recipient's accounting books and records. Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principals and to meet the requirements of all applicable state and federal laws.

2.7 Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS").

2.8 The District or its representative shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. Recipient shall cooperate with the District in any such audit.

2.9 Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established in the Revised Code of Washington and the Washington State Archivist.

2.10 Recipient shall ensure that all work performed by Recipient or its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

2.11 Recipient agrees to indemnify, defend and hold harmless the District, its elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property allegedly resulting from the negligent or intentional acts of the Recipient or any of its employees, agents, contractors or subcontractors in connection with this Agreement.

2.12 Recipient agrees to acknowledge the District as a source of funding for this project on all literature, signage or press releases related to said project.

SECTION 3. GENERAL PROVISIONS

3.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.2 This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.

3.3 No amendment to this Agreement shall be binding on any of the parties to this Agreement unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.

3.4 Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

DISTRICT:

By William M. Knutson
Name William M. Knutson
Title Chair

Date 4-27-2009
Approved as to Form:

DISTRICT LEGAL COUNSEL:

By Eric Frimodt
Name Eric Frimodt
Date 4/2/09

RECIPIENT:

By Anne Weigle
Name Anne Weigle
Title Assistant Utilities Director

Date 13 April 09
Approved as to Form:

RECIPIENT'S ATTORNEY:

By Siong D Windsor
Name Siong D Windsor
Date 4/14/09

Exhibit A



Member Jurisdiction & WRIA Forum Grant Program Grant Application

Project Title: Watershed Outreach Campaign	
Applicant: City of Bellevue Utilities	Contact: Laurie Devereaux and Jennifer Kaufman
Principal Partners (if any):	Title: Stream Team and Conservation and Outreach Program Administrators
	Address: City of Bellevue PO Box 90012 Bellevue, WA 98009-9012
Total Project Cost: \$27,000	Phone: 425-452-5200 & 425-452-6197
WRIA Funding <input type="checkbox"/> Jurisdiction Funding <input checked="" type="checkbox"/>	Fax: 425-452-5286
KCD Funding Requested: \$17,000	E-mail: ldevereaux@bellevuewa.gov; jkaufman@bellevuewa.gov
Project Start Date: Fall 2009	
Project End Date: Fall 2010	

- 1. Project Description** – provide a brief description of the project that summarizes what you will do, how you will do it, and why you will do it. Consider the following in the answer to this question: *what pressing need will be addressed by the project or what promising opportunity will be capitalized on? Who or what will benefit or be positively and negatively affected?*

According to recent surveys, half of Bellevue residents do not understand that stormwater is not treated and flows directly into local streams, lakes, and wetlands.

The Watershed Outreach Campaign will be a direct effort to educate our citizens about stormwater and the Best Management Practices (BMP's) that the average homeowner can do to be stewards of their local waters. Every single and multi-family resident within Kelsey Creek Watershed will receive a flyer with information about the watershed they live in and what they can do to protect it. A postage paid reply card will be included that residents can mail back to the City of Bellevue to receive incentive items related to certain BMP's to encourage the behavior changes we will be promoting. A web page will also be referenced which will include more information and direct residents to more resources than there will be space for on the flyer.

The Kelsey Creek Watershed has been chosen for this pilot. When asked to name a stream, lake, or other body of water in the area, 2008 Focus group participants identified Kelsey Creek, Larson Lake (the headwaters of Kelsey Creek) and Lake Washington. There are approximately 4,000 single and multi-family residences in this watershed. Kelsey Creek is a salmon bearing stream with chinook, sockeye, and coho.

- 2. Natural Resource Improvement Actions** – describe how the project will address a minimum of one of the natural resource improvement actions described on page 1 of the application instructions. Consider the following in your answer to this question: *What natural resources will be improved? What are the known needs, gaps or deficits that will be addressed? What are the known benefits to soil, water, air, plants, fish and wildlife, landowners?*

Education and Outreach – Education and Outreach is the main Natural Resource Improvement Action the campaign will be targeting. Our goal is to improve the understanding our residents have about stormwater and their role in protecting it to reduce nonpoint source pollution by recommending a variety of BMP's. Residents will receive specific information about their watershed, stormwater, and the BMP's they can adopt to protect water quality such as washing their car at a commercial car wash, picking up pet waste, and practicing natural lawn and garden care.

Capacity Building – Residents can mail in a card, call, or email to receive incentive tools to help them implement the BMP's they will use to reduce nonpoint source pollution at home. Examples of incentive tools may include but are not limited to: a coupon for a commercial car wash, pet waste bags, and detailed information on Natural Lawn and Garden Care. Additional information will be available online for residents interested in more extensive resources and information on any of the topics.

Pilot and Demonstration Project – This campaign is a pilot program that we hope to evaluate and adapt to be used in other watersheds in Bellevue. The research and resources used to create the campaign may also be helpful for other jurisdictions interested in a similar campaign.

Direct Improvement of Natural Resource Conditions – Residents will receive information and incentive tools upon request that they can directly apply to their chosen behavior changes at home to prevent nonpoint source pollution.

- 3. Project Activities and Measurable Results** – using the table below, list specific project activities to be completed, the timetable for the activities, and the deliverables associated with those activities. Consider the following in your answer to this question: *What actions, interventions, programs, services will be deployed?*

	Activity Description	Deliverables	Timeline
1.	Planning and Research Phase	<ul style="list-style-type: none"> • Research information on target basin • Research information on potential incentives for implimenting BMP's • Determine program evaluation methods 	Fall 2009
2.	Development Phase	<ul style="list-style-type: none"> • Hire consultant to do illustrations and graphic design for flyer 	Winter 2010

		<ul style="list-style-type: none"> • Apply research to create message content • Use information from recent stormwater phone surveys and focus groups to shape outreach material • Purchase incentive tools 	
3.	Implementation	<ul style="list-style-type: none"> • Mail flyer to all single and multi-family residents in the targetted basin. • Mail out incentive tools upon request • Track names, addresses, numbers of incentive tools mailed, and visits to the web page 	Spring & Summer 2010
4.	Evaluation	<ul style="list-style-type: none"> • Summarize effectiveness of campaign and how it can be applied to other watersheds. 	Fall 2010

- 4. Effectiveness (see page 2 of application instructions for definition) –** describe how the project will effectively implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *Why is the primary applicant the best entity to deliver the proposed program/service/intervention? What is the capacity of the primary applicant to deliver the proposed program/service/intervention? What tools, services and partners will be brought to bear?*

The Watershed Outreach Campaign will use the information available from a 2005 phone survey and 2008 focus groups to develop an effective outreach campaign. Our research has revealed what residents currently understand, current behaviors, appropriate terminology, themes, and what kind of images will be most effective. We also have additional information and resources for residents interested in more in-depth efforts.

Research has shown that when people sign their name to commit to something they are more likely to follow through with the behavior change.

- 5. Efficiency (see page 2 of application instructions for definition) –** describe how the project will efficiently implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *How will the proposed program/service/ intervention engage in conjunction with related efforts? How does your strategy best leverage resources?*

The efficiency of the campaign will be a result of using existing research on stormwater awareness and outreach and by targeting families within a watershed with information, tools,

and behavior choices that they can directly apply to their every day lives. Multiple BMP's will be mentioned allowing the resident to choose the behavior changes and tools that apply to them. Upon program success, further efficiency will be possible by applying what worked best in the campaign to other local watersheds.

Incentive tools will be purchased in conservative numbers and added to as needed. Any leftovers will be applied to the next basin if the program was successful enough to repeat or used at appropriate outreach events.

- 6. Equity (see page 2 of application instructions for definition) –** describe how the project will equitably implement the natural resource improvement measures identified in question No. 2 above. Consider the following in your answer to this question: *In what part of the District will the proposed program/service/intervention occur? Who is the target audience and what demographic section of the community will be affected?*

Every single and multi-family resident within a watershed will receive a flyer with information specific to the watershed they live in. Offering a variety of BMP's and incentive tools will increase the potential number of residents that will participate.

- 7. Evaluation of Intended Results –** describe the evaluation mechanisms you will use to track, document, and report that the project has achieved the intended results described in questions 1- 3.

We will summarize the effectiveness of the program by evaluating the number of reply cards and phone calls received, number and kinds of incentive handed out, number of requests for more information, and the number of visits to the website.

8. Project Budget & Expenses

Budget Item	KCD Funds	City of Bellevue	Other Funds (specify)	Total
Salaries and Benefits		\$5,000		\$5,000
Travel/Meals/Mileage				
Office/Field Supplies	\$1,000			\$1,000
Contracted/ Professional Services	\$8,000			\$8,000
Land Acquisition				
Permits				
Incentives	\$7,300			\$7,300
JR Mailing to label and prepare mailing	\$700			\$700
Postage		\$1,000		\$1,000
Printing		\$4,000		\$4,000
TOTAL	\$17,000	\$10,000		\$27,000

9. KCD Acknowledgement - Describe how the KCD will be acknowledged as a source of funding for the proposed program/service/intervention (see Grant Program Overview & Policies, General Grant Program Policies, #6).

KCD will be acknowledged on the outreach flyer and website.

Anne Wingle

Authorized Signature

13 Feb 09

Date



**Member Jurisdiction & WRIA Forum
Grant Program
Checklist of Grant Award Requirements**

- Submit Progress Reports using the form titled *Member Jurisdiction & WRIA Forum Grant Progress Report* for period of grant agreement bi-annually *Due June 30th and November 30th of each year*

- Submit Expense Report using the form titled *Member Jurisdiction & WRIA Forum Grant Expense Report* for period of grant agreement bi-annually *Due June 30th and November 30th of each year.*

- Keep track of the project completion date, if necessary submit an amendment to extend the completion date using the form titled *Grant Amendment Request*

- Submit project documentation such as technical reports or publications as produced or upon completion of the project.

- Submit final narrative report using the form titled *Member Jurisdiction & WRIA Forum Grant Final Report* and final expense reports upon completion of project, preferably prior to completion date

Kelly, Christine

From: James, Judy
Sent: Monday, April 20, 2009 10:19 AM
To: Kaufman, Jennifer
Cc: Kelly, Christine
Subject: Watershed Outreach Grant

OK, Ladies:

Just got the word from Finance! Our project # is 819, as in 819640001 Watershed Outreach. They should have set up the revenue account, 819640001.337090.0909
And the expense account, 819640001.541100.3190

Judy
6965



King Conservation District

1107 SW Grady Way, Suite 130 • Renton, WA 98057 • Phone (425) 282-1897 • Fax (425) 282-1898 • E-mail district@kingcd.org

April 28, 2009

Lori Devereaux
City of Bellevue, Stream Team Program
P.O. Box 90012
Bellevue, WA 98009-9012

Dear Lori,

Enclosed, for your records, is a signed Agreement for award of a King Conservation District Member Jurisdiction & WRIA Forum Grant for the *Watershed Outreach Campaign* project. This grant is funded with King Conservation District Special Assessment funds allocated to the City of Bellevue. Additional enclosures include a check in the amount of \$15,300.00. I will email you the forms to use when submitting progress reports and expense reports, and forms for use when requesting a revision to your grant agreement.

I'd like to call attention to a number of paragraphs in the Agreement. Detailed in paragraph 2.5 are guidelines on submitting biannual financial and progress reports on the grant. Detailed in paragraphs 2.6 through 2.7 are instructions on accounting for the expenditure of the grant funds. Detailed in paragraph 2.12 are guidelines on acknowledging the District as a source of funding for the project. You will receive by email several file formats for the KCD logo to be used when recognizing the District as a contributor of funding to your project. I am available to answer any questions you may have about these requirements and also any questions concerning accounting and financial reporting. Please do not hesitate to contact me at any time.

Sincerely,

A handwritten signature in black ink that reads "Jessica Saavedra". The signature is fluid and cursive, written in a professional style.

Jessica Saavedra
Member Jurisdiction & WRIA Forum Grant Program Lead

Enclosures (3)

Cc:



King Conservation District

1107 SW Grady Way, Suite 130 • Renton, WA 98057 • Phone (425) 282-1897 • Fax (425) 282-1898 • E-mail district@kingcd.org

April 7, 2009

Jennifer Rodgers
City of Bellevue, Utilities Department
P.O. Box 90012
Bellevue, WA 98009-9012

Dear Jennifer,

Enclosed are two copies of an Agreement for award of a King Conservation District Member Jurisdiction & WRIA Forum Grant for the Watershed Outreach Campaign project. This grant is funded with King Conservation District Special Assessment funds allocated to the City of Bellevue.

After obtaining signatures from City of Bellevue, Utilities Department representatives, return both copies of the Agreement to me. I will obtain the required signatures from King Conservation District representatives and forward a signed original for your records. At that time, I will also forward a check for 90% of the grant award.

I am available to answer any questions you may have. Please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads "Jessica Saavedra". The signature is written in a cursive, flowing style.

Jessica Saavedra
Member Jurisdiction & WRIA Forum Grant Program Lead

Cc. _____

Enclosures (2)

Received
APR 16 2009
Contracting Services

CR #: 44397 Date: 5-28-09 Loc: ~~09-108~~ PO #: 910443-000 INTRLOC 000



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

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
Agreement for award of King Conservation District Member Jurisdiction & WRIA Forum Grant

Agreement Description:
Program to educate Bellevue residents about stormwater BMPs (KCD Grant)

Agreement Form:
Vendor Agreement Document

Agreement Type: Grant
Document Type: Funding Agreement
Agreement Manager: Jennifer Kaufman
Agreement Amount: \$17,000.00
Total Aggregate Value:

Project Information:

Project Name: Watershed Outreach Campaign
Department: Utilities

Project Manager: Jennifer Kaufman
Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: King Conservation District
Administrative Agency: City of Bellevue, Utilities
Administrative Agency JDE Vendor #: 37420
Funding Program Name: Special Assessment funds allocated to the City of Bellevue

Agreement Terms:

Original Effective Date: 05/01/2009 (estimated date) **End Date:** 12/31/2010 (actual date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date: **Ordinance #:** **Resolution #:**

Route:

	Received	Out
Contracting Services: <u>Chris Kelly</u>	<u>APR 16 2009</u>	<u>4/21/09</u>
Accounting: _____		
Information Technology: <u>Not Required</u>	<u>Contracting Services</u>	
Legal: <u>Jenak [Signature]</u>	<u>4/16/09</u>	<u>4/16/09</u>
Insurance Reviewed By: <u>na</u>	_____	_____
Department Director: <u>Coordinated - see contract</u>		
Contracting Services: <u>Chris Kelly</u>	<u>4/21/09</u>	<u>4/21/09</u>
Return To: <u>Jennifer Kaufman</u>		
City Clerk's Office: <u>JK</u>	<u>5-28-09</u>	<u>5-28-09</u>

Document Management Information:

CIP Plan #: n/a

JDE Project Number:

Budget Fund:

Explanation:

Funding Source: Local/Other

Budget Information:

There is no budget requirement for this agreement.

revenue Acct #

Year	Description	JDE Account Number	Amount
		<i>219640001-337090.0909</i>	\$17,000.00

Additional Comments:

Received

APR 16 2009

Contracting Services