City Clerk's Office
Records Management

CONTRACTS & AGREEMENTS
ECM INDEX DATA

INTRLOC_00 — File Location

KING CONSERVATION DISTRICT — Vendor Name

KING CONSERVATION
12/31/2011

Document Type: Interlocal New
Vendor Name: KING CONSERVATION DISTRICT
PO# Location: INTRLOC-000
Effect Date: 11/22/2010
Term Date: 12/31/2011
CR#: 47212
Related CR#:
Ordinance: 4968
Resolution:
Leg Date: 2/3/1997
Vendor #: 37420
Description: KCD KELSEY WEST TRIBUTARY INTERPRETIVE SIGNS GRANT PO 1011174-000

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
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Mar 01, 2011 FSU: M JDE: M SI: M ECM: M

Copy 2 of 2

CR# 47212 DATE 3-1-11 Loc INTRLOC-000
PO 1011174-000

AGREEMENT FOR AWARD OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT

City of Bellevue, Parks Department

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 1107 SW Grady Way, Suite 130, Renton, WA 98057 (referred to herein as "District"), and City of Bellevue. Parks Department, 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 Thirty Thousand Dollars ($30,000) from 2010 Assessments. 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 Jr.

Name William M. Knutson Jr.

Title Board Chair

Date 2-15-2011

Approved as to Form:

DISTRICT LEGAL COUNSEL:

By Eric Frimodt

Name Eric Frimodt

Date 11/22/10

RECIPIENT:

By Shelley McVein

Name Shelley McVein

Title Deputy Director

Date 1/20/11

Approved as to Form:

RECIPIENT'S ATTORNEY:

By [signature]

Name Monica Buck

Date 1/11/11

Exhibit A

King Conservation District

Member Jurisdiction & WRIA Forum Grant Program Grant Application

Project Title: West Tributary Kelsy Creek Interpretive Signage	
Applicant: City of Bellevue Parks Department	**Contact: Geoff Bradley**
Principal Partners (if any): **City of Bellevue** **Utilities Department**	**Title: Environmental Programs Supervisor**
Total Project Cost: $49,000.00	**Address:** **City of Bellevue – Parks** **PO Box 90012** **Bellevue, WA 98009-9012**
WRIA Funding ☐ Jurisdiction Funding ☒	
KCD Funding Requested: $30,000.00	**Phone: 425-452-2740**
Project Start Date: November 1, 2010	**Fax: 425-452-7221**
Project End Date: October 31, 2011	**E-mail: gbradley@bellevuewa.gov**

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?*

   In 2008 the City of Bellevue Park Department completed the Kelsey Creek West Tributary Stream Restoration Project. The primary goals of the project were to: 1) improve stream hydraulic conditions; and 2) improve stream and riparian habitat conditions. Although the restoration project has been a huge success, sufficient funds were not available to implement the third tier project element of providing public education to increase citizen's awareness, appreciation and understanding of riparian wetland functions and values and the public's role in watershed protection. This project will implement this through the design and fabrication of 4 interpretive sign to be strategically located through the project site. Interpretive signage will describe natural resource functions and values created by project including enhanced flood reduction, biofiltration, wildlife habitat and salmon life cycles to help foster local stream and wetland stewardship.

   The need to increase public awareness and understanding is vital to long term success of the Kelsey West Tributary Restoration Project. Increased knowledge benefits both citizens and watershed resources. The vast majority of lands within the Kelsey Creek watershed are privately owned. Upstream activities can cause degradation to downstream enhancements. Only through proactive education and involvement are we able to change community attitudes and behaviors to promote natural resource protection, conservation, and enhancement.

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?*

The project will create significant community education and outreach opportunities. The interpretive signs themselves will be prominently located along main pedestrian traffic routes throughout the restoration site to increase visibility for all park users. Visitors will be able to view and absorb information at their leisure and signs will promote positive behaviors (i.e. no dumping down storm drains, keep out of streams, use natives for landscaping, etc.) By creating a better understanding of watershed values and giving practical tips for stewardship activities citizens can implement on private lands will help reduce resource degradation and improve overall health of the ecosystem.

In addition, the signs will be located in prominent viewing areas away from the more sensitive restoration areas. There has been significant community interest in the West Tributary Restoration Project. Citizens have created social pathways to view new stream enhancements and salmon habitat. These social pathways have caused some vegetation trampling and stream bank erosion. The signs will be used to draw citizens to less sensitive viewing sites that will be appropriately hardened to withstand the use.

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.	*Interpretive Plan Development*	*Interpretive Plan*	*Nov - Dec 2010*
2.	*Develop Sign Text*	*Thematic Outline and Text*	*Jan – Feb 2011*
3.	*Create Illustrations*	*Draft Illustrations*	*Mar – Apr 2011*
4.	*Stanchion Design*	*Stanchion Standards*	*Mar – Apr 2011*
5.	*Graphic Layout*	*Draft Layout and Design*	*May 2011*
6.	*KCD Review*	*KCD Comments*	*June 2011*
7.	*Final Design*	*Final Arwork*	*July 2011*
8.	*Sign Manufacture*	*Completed Signs*	*Aug 2011*
9.	*Stanchions Manufacture*	*Completed Stanchions*	*Aug 2011*
10.	*Site Preparation*	*Completed Viewing Area*	*Sept 2011*
11.	*Sign Installation*	*Completed Installed Signage*	*Sept 2011*

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 project will be managed by the Natural Resource Division of the Parks and Community Services Department in cooperation with the Bellevue Utilities Department. The Departments have the technical expertise, staffing resources, and budget to help ensure project success. Kelsey Creek Park is one of the most highly visited parks in the Bellevue Parks system receiving over 200,000 visitors per year. In addition, the Natural Resource Division has a successful environmental education program that serves over 12,000 students annually. The signs will serve as a component of the program for formal environmental education classes taking place at Kelsey Creek Park.

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?*

In order to best achieve the natural resource improvement actions in an efficient manner the City will use a combination of city staff and professional contractors. The Natural Resource Division of the Parks Department employs professional wildlife biologists, wetland ecologists, environmental educators, interpreters, and project managers who will all contribute time to the project. In addition, the Utilities Department employs stream hydrologists and fish biologist that will provide technical assistance and review as needed. Utilizing expertise of existing staff rather than contracting higher cost consultants will provide efficient use of the projects monetary resources. Illustrations and graphic design work will be performed using an existing contract with Linda Feltner. Ms. Feltner has a portfolio of images that can be used to create efficient signage designs. Stanchions will be designed to facilitate rotating signage so that future signage can use existing stanchions to create new and/or seasonal messages. Park Rangers and crews will be used for ongoing sign maintenance and exhibit rotation.

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?***

Kelsey Creek Park is located in central Bellevue, east of Interstate 405 and north of Interstate 90. Both Kelsey Creek and the West Tributary of Kelsey Creek bisect the park as they flow towards the Mercer Slough and Lake Washington. With a total drainage of nearly 6,500 acres the greater Kelsey Creek drainage basin impacts a large portion of Bellevue's 120,000 residents. In addition, Kelsey Creek Park is one of Bellevue's most popular parks, averaging over 200,000 annual visitors. At two of the park's largest special events each year, visitation is over 15,000 on two weekends alone. Demographics for park use are predominantly families. Since admission to the park is free there are no economic barriers to entry. This project's target audience includes all of these annual park visitors as well as students and participants involved in more formal environmental education programming in the park.

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.

An overall project manager will be assigned to the project ensure the timeline of the project is kept on track. COB will submit one draft of the proposed interpretive panels to KCD for review and comments before final production with the understanding that COB will have ultimate approval authority. COB will use the signs as a component of environmental existing education programming at the site. Program evaluations will be developed for participants to help assess the effectiveness of signs in delivering the intended interpretive messages. In addition, follow up surveys will be developed and mailed to program participants to help determine if the interpretive messages delivered are effective in actually changing user attitudes and/or behaviors. Observations and plots will be used to help determine if the located viewing areas are helping decrease site degradation from off-trail use of the more sensitive areas of the site. Impacted sites will be restored.

8. **Project Budget & Expenses**

Budget Item	KCD Funds	Other Funds (COB)	Other Funds (specify)	Total
Salaries and Benefits		$ 9,000.00		$9,000.00
Travel/Meals/Mileage				
Office/Field Supplies				
Contracted/ Professional Services	$30,000.00	$10,000.00		$40,000.00
Land Acquisition				
Permits				
Other (specify)				
Other (specify)				
Other (specify)				
TOTAL	**$30,000.00**	**$19,000.00**		**$49,000.00**

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 listed as a project sponsor on the permanent interpretive signage developed for this project. In addition, the City of Bellevue will acknowledge KCD as a source of funding in any articles regarding the project published in It's Your City, the city's quarterly newspaper, or posted on the City's website. KCD will also be recognized on any other construction signage, environmental education materials, or other public outreach developed in conjunction with this project.

Authorized Signature

10/29/10
Date

City of Bellevue

MEMORANDUM

DATE: December 28, 2010

TO: Shelley Marelli, Deputy Director, Parks

FROM: Geoff Bradley, Environmental Programs Supervisor GB
Dan DeWald, Natural Resource Manager

SUBJECT: KCD Membership Jurisdiction Grant for Kelsey West Tributary Interpretive Signage

When fully executed, the attached document will provide a grant agreement between the City of Bellevue (Grantee) and the King Conservation District (Grantor) in the amount of $30,000 for development of interpretive signage for the Kelsey West Tributary Restoration Project.

In 2008, the City completed the Kelsey Creek West Tributary Stream Restoration Project to improve stream hydraulic conditions and improve stream and riparian habitat conditions. There were not sufficient funds to implement the third tier project element of providing public education.

This project will implement this through the design and fabrication of 4 interpretive signs to be strategically located through the project site. Interpretive signage will describe natural resource functions and values created by project to help increase citizen awareness, appreciation and understanding.

It is recommended that the City enter into the attached agreement for a grant amount of $30,000 from the King Conservation District for funding for the Kelsey West Tributary Interpretive Signage project.

CR #: 4742 Date: 3-1-11 Loc: INTRLOC-BOO PO #: 1011174-000

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

Grant Agreement Routing Form

Current Agreement Information

Agreement Title:
KCD Kelsey West Tributary Interpretive Signage
Agreement Description:
Member Jurisdiction grant for 4 interpretive signs for the Kelsey West Tributary restoration project
Agreement Form:
Vendor Agreement Document

Agreement Type: Grant
Document Type: Award Letter
Agreement Manager: Geoff Bradley
Agreement Amount: $30,000.00
Total Aggregate Value: NaN

Project Information:

Project Name: Kelsey W Trib Interpretive Signs
Department: Parks & Community Services

Project Manager: Geoff Bradley
Are matching funds required on this project? No

Granting Organization Information:

Funding Agency: King Conservation District
Administrative Agency: King Conservation District
Administrative Agency JDE Vendor #: 37420
Funding Program Name: Member Jurisdiction Grants

Agreement Terms:

Original Effective Date: 11/22/2010 (estimated date)
End Date: 12/31/2011 (estimated date)

Related Agreement Information:

Is this a renewal/amendment? No

Council Approval:

Council Award Date:
Ordinance #: 4968
Resolution #:

Route:		In	Out
Contracting Services:	M Schwab	12/29/10	12/30/10
Accounting:	DMcPherson	12/30/10	12/30/10
Information Technology:	Not Required	1-18-11	
Legal:		12-30-10	1/11/11
Insurance Reviewed By:	Joanne Nicolai	1-18-11	1/19/11
Department Director:	Mike McVay	1/20/11	1/20/11
Contracting Services:	M Schwab	1/20/11	1/20/11
Return To:	Geoff Bradley		
City Clerk's Office:	M. Terada	3-1-11	3-1-11

BO# 1011174-000

Document Management Information:

CIP Plan #:
Budget Fund:
Funding Source: Local/Other

JDE Project Number:
Explanation:

Budget Information:

Year	Description	JDE Account Number	Amount
2011	KCD West Trib Interpretive Signs		$30,000.00

Additional Comments: