



# CONTRACTS & AGREEMENTS

## ECM INDEX DATA

**INTRLOC\_00**     **KING CONSERVATION DISTRICT**

File Location

Vendor Name

**Document Type:**     Interlocal                      New

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**Vendor Name:**     KING CONSERVATION DISTRICT

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**PO# Location:**     INTRLOC-000

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**Effect Date:**        12/12/2014

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**Term Date:**         2/28/2015

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**CR#:**                    53193

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**Related CR#:**        \_\_\_\_\_

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**Ordinance:**         \_\_\_\_\_

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**Resolution:**        \_\_\_\_\_

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**Leg Date:**            \_\_\_\_\_

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**Vendor #:**            37420

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**Description:**        KING CONSERVATION DISTRICT GRANT - BELLEVUE YOUTH  
THEATRE INTERPRETIVE SIGNAGE    PO 1410610-000

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KING CONSERVATION DISTRICT  
2/28/2015

**Notes:**

**INTRLOC\_00**  
INTERLOCAL AGREEMENTS  
12/31/2099  
500176854

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

City of Bellevue

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, a municipal corporation in King County, Washington, located at PO 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 protect and promote the health, safety, and general welfare of the people of the state of Washington; and

1.2 Whereas, pursuant to RCW 89.08.400 and/or RCW 89.08.405, King County has authorized and imposed a system of assessments and/or a system of rates and charges 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, or to furnish financial or other aid to, municipal entities and agencies (governmental or otherwise), or their designees, or any occupier of lands within the District, 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 Six Thousand and No/100 Dollars (\$36,000.00) from KCD-Bellevue 2014 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, or as otherwise provided herein, 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 If the Recipient is a Washington municipal agency, 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 Knutsen  
Name William Knutsen  
Board Chair, King Conservation  
Title District  
Date 12/29/14

Approved as to Form:

**DISTRICT LEGAL COUNSEL:**

By Eric Frimodt  
Name Eric Frimodt  
Date 10/22/14

**RECIPIENT:**

By Shelley McVein  
Name Shelley McVein  
Title Deputy Director  
Date 12/15/14

Approved as to Form:

**RECIPIENT'S ATTORNEY:**

By Monica Buck  
Name Monica Buck  
Date 12/10/14

# Exhibit A



**King Conservation District**

## Member Jurisdiction Grant Program Pilot Grant Application

Promoting sustainable uses of natural resources through  
responsible stewardship

<b>Project Title: Bellevue Youth Theatre – Interpretive Signage</b>	
<b>Applicant: City of Bellevue Parks Department</b>	<b>Contact: Pam Fehrman</b>
<b>Principal Partners (If any):</b> City of Bellevue Utilities Department	<b>Title: Project Manager</b>
<b>Amount of KCD</b> <b>Funding Requested: \$36,000.00</b>	<b>Address:</b> City of Bellevue – Parks PO Box 90012 Bellevue, WA 98009-9012
<b>Total Match (optional): \$9,201,000.00</b>	
<b>Total Project Cost: 9,237,000.00</b>	
<b>Project Start Date: October 1, 2014</b>	<b>Phone: 425-452-4326</b>
<b>Project End Date: February 31, 2015</b>	<b>Fax: 425-452-2814</b>
<b>Project Location: 16051 NE 10<sup>th</sup> Street Bellevue, Washington</b>	<b>E-mail: pfehrman@bellevuewa.gov</b>
<b>King County Council District #: 6</b>	<b>State Legislative District# 41</b>

**Eligible projects:**

- Must be within the boundaries of the King Conservation District or meet certain partnering requirements
- Must be with, or through, a member jurisdiction of the District, or an assigned partner such as a nonprofit organization or business
- Must be consistent with purposes and requirements of RCW Chapter 89.08, encouraging voluntary stewardship
- Leveraging other funding opportunities is encouraged

**Ineligible projects include:**

- Maintenance of existing facilities
- Improvements to non-natural areas of parks or existing recreational facilities

**Application must**

- Articulate specific goals and outcomes of the project
- Have an appropriate and reasonable budget meeting state auditor guidelines
- Specify milestones and timelines
- Identify the Project Lead and contact information
- Present clear roles for project partners

**1. Criteria Checklist**

Please check all boxes next to criteria below that your project addresses	
<b>Natural Resource Improvement Action: Education and Outreach</b> – to raise awareness, deepen knowledge, and change behaviors <i>(examples include fulfillment of municipal NPDES MS4 permit requirements; education about value of farmland, local farms and food systems, shorelines, salmon habitat, forests and other ecosystems)</i>	<input checked="" type="checkbox"/>
<b>Natural Resource Improvement Action: Capacity Building</b> – to enhance the ability of organizations, agencies, residential landowners and other land owners and managers to implement best management practices and deliver natural resource management actions on the ground <i>(examples include urban agriculture development, assistance to private property owners to address challenging regulatory situations, preservation and/or expansion of urban and/or rural agricultural lands, rural and urban forest lands, riparian restoration and stewardship on private and public lands)</i>	<input type="checkbox"/>
<b>Natural Resource Improvement Action: Pilot and Demonstration Projects</b> – to test and/or improve concepts and/or approaches in natural resource management that can be replicated by others <i>(examples include LID or green infrastructure demonstration projects, development of new best management practices, distribution of local farm products, urban agriculture e.g. farmers markets and backyard food production to promote or support social economic independence and healthy living )</i>	<input checked="" type="checkbox"/>
<b>Natural Resource Improvement Action: Direct Improvement of Natural Resource Conditions</b> – to improve landscape and natural resource conditions as a result of direct action <i>(examples include supporting private property owners with land stewardship, water quality and aquatic and wildlife habitat resources, removal of invasive weeds, stewardship on public land)</i>	<input type="checkbox"/>

**2. 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. Describe target audience, outcomes, objectives and timelines.

*In 2013 the City of Bellevue Parks Department began the construction of Bellevue Youth Theatre (BYT). The new theater is currently under construction, is not an existing building, and anticipated to be completed by January 2015. The goals of the this project are to; 1) construct a new 12,000 sf youth theater to support opportunities in the performing arts for all young people, regardless of income or ability, and allow them to perform before a live audience; 2) construct a healthy, environmentally sound facility that meets LEED (Leadership in Energy and Environmental Design) gold certification standards; and 3) provide education and outreach to raise awareness, deepen knowledge, and change behavior through demonstration of natural resource management that can be replicated by others.*

*Although construction of the theater building is underway, and funded to completion by the City of Bellevue, sufficient funds are not available to implement the third tier project element of providing public environmental education outreach. This education would increase*

*citizens' awareness, appreciation and understanding of how building design, construction and use can positively address environmental resource issues such as air pollution, water pollution, excessive energy consumption and depletion of natural resources. This KCD grant would provide this environmental education component by funding the design and fabrication of six interpretive signs to be strategically located throughout the project site, indoors and out. As an example, the interpretive signage will describe how the new theater employs natural hydrology and water conservation. The storm water system at the BYT is designed to mimic natural storm water hydrology to reduce negative environmental impacts. The inhabitable green roof provides natural rain absorption while sheltering and insulating the structure. Plant selection and efficient irrigation equipment will allow water used outdoors to be reduced, while low-flow and water efficient fixtures inside the building will help to reduce overall water use. Additionally signs will communicate environmentally sound practices that include: building orientation, light trumpets, operational windows, earth-sheltering insulation, geothermal energy systems and the use of recycled materials. Communication of these sustainable practices all will help foster community understanding and awareness, and will influence such practices.*

*Increased knowledge benefits both citizens and watershed resources. Only through proactive education and involvement are we able to change community attitudes and behaviors to promote natural resource protection, conservation, and enhancement. The new theatre is under construction in Bellevue, an almost completely built-out municipality. Bellevue Youth Theatre is a green infrastructure demonstration in action – demonstrating best practices in a “green building” process.*

*Theater construction is taking place within Crossroads Community Park, a 35-acre park in northeast Bellevue. Crossroads Community Park provides the surrounding multi-family residents a community center with playground, water spray play, skatebowl, tennis and basketball courts, a par 3 9-hole chip/putt, community p-patches, open lawn and wooded trails. The BYT program was founded in 1990 as an outreach program for disenfranchised youth, and has grown into one of the City's most popular programs. The program delivers 10 productions each year, entertaining thousands, and provides summer and school-break day camps and theater classes. The BYT program's philosophy is one of inclusion, and this building is designed specifically to serve this mission. The proposed facility will host a wide range of indoor and outdoor theatre, music, and dance performance events aimed at serving people of all ages, ethnicities, abilities, and economic levels throughout the year. The new theatre will be located in the most culturally diverse and only low-income tract in Bellevue according to Census data. Thirty-two percent (32%) of the student population in the Crossroads area (956 students) participate in the Free and Reduced Lunch Program with individual schools as high as 63%.*

*Park admission is free, the BYT mainstage production program is free to Bellevue youth, and BYT guarantees a role for every youth who auditions. Affordable fee-based instructional classes and theater camps are accessible to families of moderate and low-income through the Parks Department's scholarship program. Together with the current City theater facilities at Ivanhoe Park, this project will accommodate the growing needs of the program that now includes 900 participants and 7,000 attendees annually. The educational, environmental*

interpretive signage sponsored by the KCD grant will directly benefit nearly 8,000 people annually.

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. Environmental programming and outreach signage will be supplemented with building tours and printed information within playbills. Signage and playbills will include recognition of project sponsors, including KCD. Each performance's welcome narrative will be expanded beyond "please turn off your cell phones" to include related environmental education messages. Staff is currently working on a theater program that will involve youth in writing, directing, performing and showing a short environmental education film. Implementing the requested interpretive signage will touch an art and culture-oriented community of theater guests and program participants who have not traditionally been aware of, or participated in, environmental education programming.

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?* NOTE: *If you want to attach Item 3 as a separate page, feel free to do so.*

	Activity Description	Outcomes/Deliverables/Measurable Results (tangible and intangible)	Timeline
1.	<i>Interpretive Plan Development</i>	<i>Interpretive Plan</i>	<i>Oct. – Nov. 2014</i>
2.	<i>Develop Sign Text</i>	<i>Thematic Outline and Text</i>	<i>Nov. - Dec. 2014</i>
3.	<i>Graphic Layout</i>	<i>Draft Layout and Design</i>	<i>Nov.- Dec. 2014</i>
4.	<i>Final Design</i>	<i>Final Artwork</i>	<i>January 2015</i>
5.	<i>Sign Manufacture</i>	<i>Completed Signs</i>	<i>January 2015</i>
6.	<i>Sign Installation</i>	<i>Completed Installed Signage</i>	<i>February 2015</i>
7.			
8.			
9.			
10.			

4. **Project Budget & Expenses** (Use attached worksheet)

5. **KCD Acknowledgement** – By signing below, the applicant agrees to acknowledge King Conservation District funding by placing the KCD logo on signs, materials, and documents produced as part of the above proposal. In addition, the applicant will notify KCD of public events and activities funded by the KCD.

\_\_\_\_\_  
Authorized Signature

9.11.14  
\_\_\_\_\_  
Date



# Member Jurisdiction Grant Program Grant Application

## Project Budget Form

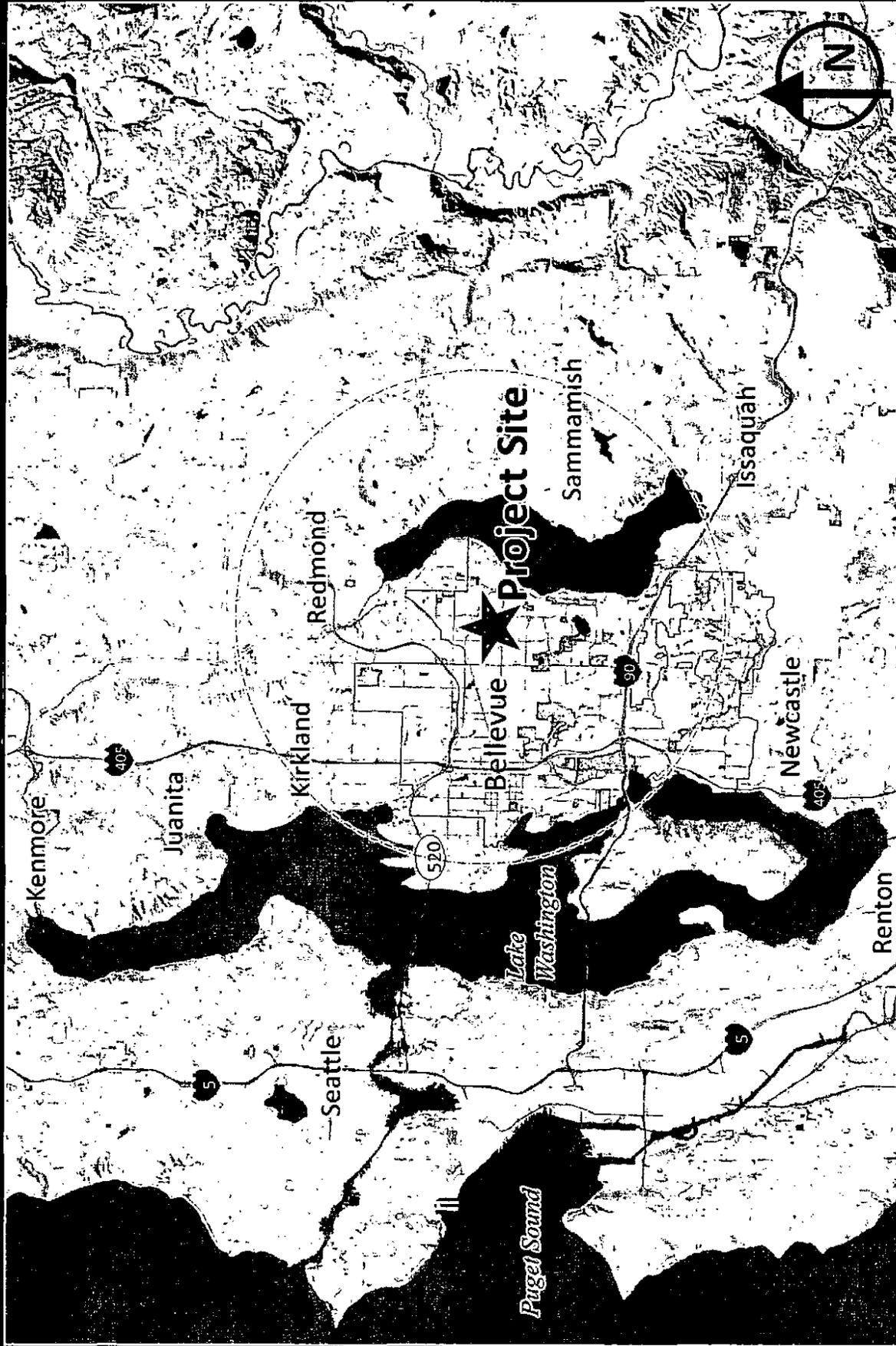
Promoting sustainable uses of natural resources through

Project Name	Bellevue Youth Theatre - Interpretive Signage		
Applicant	City of Bellevue Parks Department		
Contact	Pam Fehrman		
Mailing Address	City of Bellevue Parks Department PO Box 90012 Bellevue, WA 98009-9012		
E-mail	pfehrman@bellevuewa.gov	Project Start Date:	October 1, 2014
Phone	(425) 452-4326	Project End Date:	February 31, 2015

Budget Item	KCD Funds	Other Funds	Other Funds	Total
		City of Bellevue	(specify source here)	
Salaries & Benefits				\$0
Travel/ Meals/ Mileage				\$0
Office Supplies				\$0
Field Supplies				\$0
Contracted/ Professional Services	\$10,000			\$10,000
Land Acquisition				\$0
Permits				\$0
Other: (BYT Construction)		\$9,201,000		\$9,201,000
Other: (Sign Mfg)	\$26,000			\$26,000
Other: (specify)				\$0
Other: (specify)				\$0
Other: (specify)				\$0
<b>TOTAL</b>	<b>\$36,000</b>	<b>\$9,201,000</b>	<b>\$0</b>	<b>\$9,237,000</b>

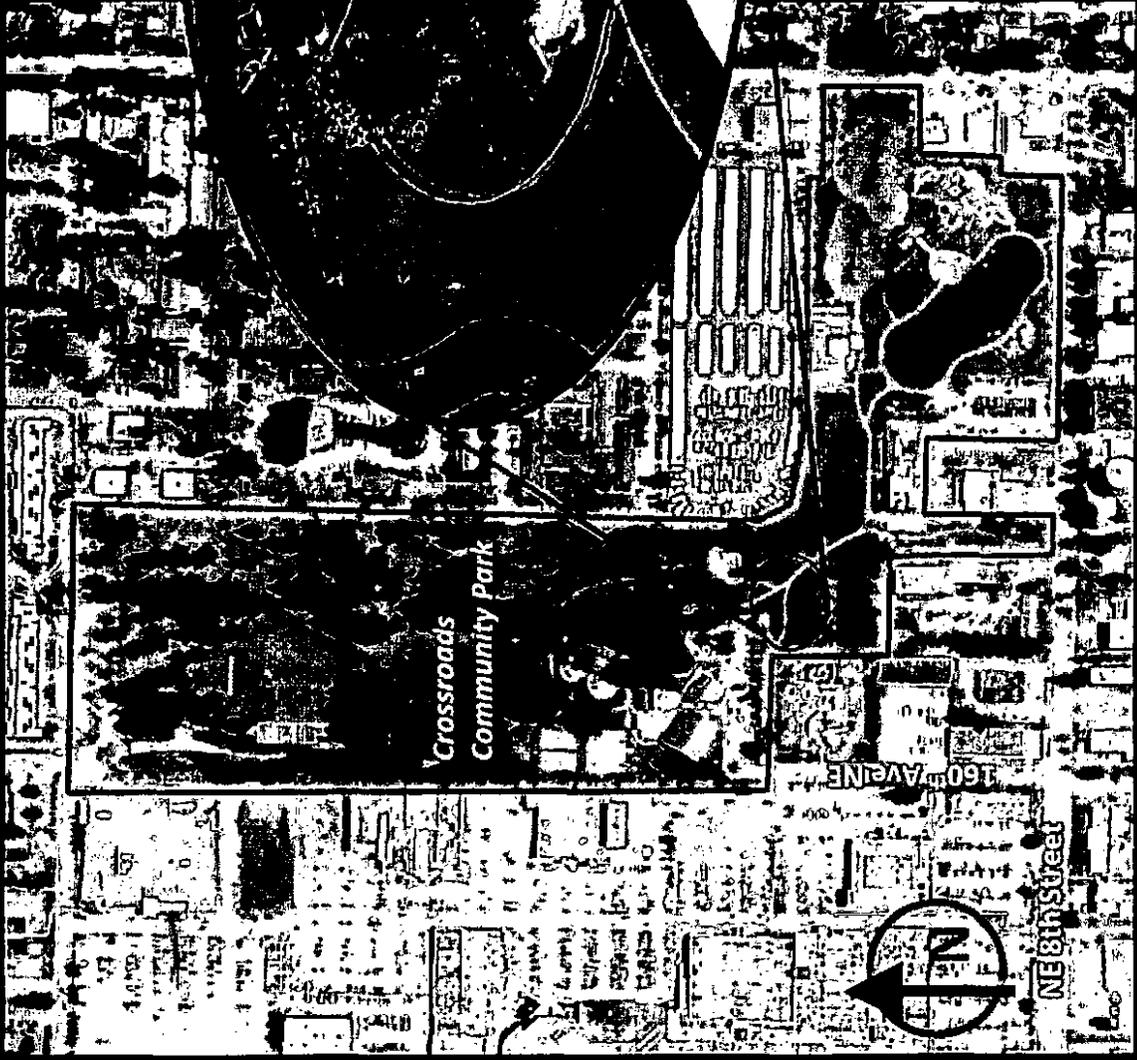
Total Project Cost	\$9,237,000
Total Match	\$9,201,000
Amount of KCD Funding Requested	\$36,000
Match Percentage	100%

If your KCD Member Jurisdiction Grant Project is approved as a part of this process, this spreadsheet will also be used for project tracking. **Please don't forget to attach this tab to your application.** There are multiple Expense & Project Report forms in the



Location Map: Bellevue Youth Theatre – Interpretive Signage  
KCD Member Jurisdiction Grant





Crossroads  
Community Park

Earth Sheltered, Green Roof  
Bellevue Youth Theatre



Worksite: Bellevue Youth Theatre – Interpretive Signage  
KCD Member Jurisdiction Grant





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**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](mailto:district@kingcd.org)

January 12, 2015

Pam Fehrman  
City of Bellevue Parks  
PO Box 90012  
Bellevue, WA 98009-9012

Dear Pam,

Enclosed, for your records, is a fully signed copy of the Agreement for award of a King Conservation District Member Jurisdiction Grant for the Bellevue Youth Theatre Interpretive Signage project. This grant is funded with King Conservation District funds for projects in partnership with the City of Bellevue.

On the grant program page of the KCD website, under the "For Grant Recipients" section, you will find the "Application Budget and Project Tracking Workbook" which contains the forms to use when submitting progress and expense reports which are due on June 30<sup>th</sup> and November 30<sup>th</sup> of each year. Also included in the workbook is the reimbursement request form. Please submit the reimbursement form along with supporting expense documentation via email or regular mail once per month at the most. The reimbursement request can substitute for the expense report if submitted with adequate backup documentation. A progress report should be submitted with the first reimbursement request.

The Board of Supervisors recently approved a resolution revising the Member Jurisdiction grant program that states that "all existing and future grant payments associated with approved grant agreements will be made on a reimbursement basis. Grantees will provide adequate documentation demonstrating the completion of stated deliverables in the grant application, including but not limited to invoices, in order to request payment of approved grant project expenses as detailed in the application budget. Request for payment must be submitted at least 30 days prior to the day payment is needed by. Ten percent of the grant award will be held by the District until all reporting and expense documentation is submitted and approved and the close out process is complete." This is to replace the current process of paying 90% of the grant award upfront.

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. In paragraphs 2.6 through 2.7 are instructions on

accounting for the expenditure of the grant funds. In paragraph 2.12 are guidelines on acknowledging the District as a source of funding for the project. Upon request, you can 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.

We look forward to the successful implementation of this project!

Sincerely,



Jessica Saavedra  
Grant Program Manager  
Member Jurisdiction & WRIA Forum Grant Program

Enclosures (1)

Cc:

CR #: 53193 Date: 1-21-15 Loc: INTERIOR PO #: 1410610.000



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

### Grant Agreement Routing Form

**Current Agreement Information**

**Agreement Title:**  
King Conservation District Grant: Bellevue Youth Theatre - Interpretive Signage  
**Agreement Description:**  
Bellevue Youth Theatre: LEED Green Building - Interpretive Signage  
**Agreement Form:**  
Vendor Agreement Document

**Agreement Type:** Grant  
**Document Type:** Funding Agreement  
**Agreement Manager:** Pam Fehrman  
**Agreement Amount:** \$36,000.00  
**Total Aggregate Value:** NaN

GRU

**Project Information:**

**Project Name:** KCD: BYT Interpretive Signage  
**Department:** Parks & Community Services

**Project Manager:** Pam Fehrman  
**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:** King Conservation District Member Jurisdiction Grant

**Agreement Terms:**

**Original Effective Date:** 12/12/2014 (estimated date)      **End Date:** 02/28/2015 (estimated date)

**Related Agreement Information:**

**Is this a renewal/amendment?** No

**Council Approval:**

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

**Route:**

		In	Out
Procurement Services:	<u>[Signature]</u>	<u>12/3/14</u>	<u>12/3/14</u>
Accounting:	<u>[Signature]</u>	<u>12/3/14</u>	
Information Technology:	Not Required		
Legal:	<u>[Signature]</u>	<u>12/4/14</u>	<u>12/10/14</u>
Insurance Reviewed By:	<u>[Signature]</u>	<u>12.10.14</u>	<u>12.10.14</u>
Department Director:	<u>[Signature]</u>	<u>12/15/14</u>	<u>12/15/14</u>
Procurement Services:	<u>[Signature]</u>	<u>1/20/15</u>	<u>1/20/15</u>
Return To:	Tammie Jackson		
City Clerk's Office:	<u>[Signature]</u>	<u>1-21-15</u>	<u>1-21-15</u>