



CONTRACTS & AGREEMENTS

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KING CONSERVATION DISTRICT 9

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Description: GRANT AGREEMENT FOR THE WATERSHED OUTREACH
CAMPAIGN PROJECT

Notes:

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CRA 50623 DATE 10-9-13 LOC INTRLOC-000

**AGREEMENT FOR AWARD
OF KING CONSERVATION DISTRICT MEMBER JURISDICTION GRANT
City of Bellevue, Utilities 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, a municipal corporation in King County, Washington, located at 450 110th Ave NE, Bellevue, WA 98009 (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 Ten Thousand Dollars (\$10,000.00) from 2010-2011 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:

RECIPIENT:

By William M. Knutsen

By Robert Mulvey

Name William Knutsen
Title Board Chair, King Conservation District

Name ROBERT MULVEY
Title DEPUTY UTILITIES DIRECTOR

Date _____
Approved as to Form:

Date 3/11/2013
Approved as to Form:

DISTRICT LEGAL COUNSEL:

RECIPIENT'S ATTORNEY:

By Eric Frimodt

By Lacey Hart

Name Eric Frimodt

Name LACEY HART

Date 1/9/13

Date 3/4/13

Exhibit A



Member Jurisdiction & WRIA Forum Grant Program Grant Application

Project Title: Watershed Outreach Campaign	
Applicant: City of Bellevue Utilities	Contact: Laurie Devereaux
Principal Partners (If any): Cedar Grove Composting and Bill Pace Fruit Stand	Title: Stream Team Program Administrators
Total Project Cost: \$22,200	Address: City of Bellevue PO Box 90012 Bellevue, WA 98009-9012
WRIA Funding <input type="checkbox"/> Jurisdiction Funding <input checked="" type="checkbox"/>	Phone: 425-452-5200
KCD Funding Requested: \$10,000	Fax: 425-452-5286
Project Start Date: Winter 2013	E-mail: idevereaux@bellevuewa.gov
Project End Date: Fall 2014	

- 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 directly educates our citizens about stormwater and the Best Management Practices (BMP's) that the average resident can do to be stewards of their local waters. Every single and multi-family resident within several watersheds will receive a flyer with customized 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.

The Watershed Outreach Campaign was previously funded by KCD for Kelsey Creek with great success. We received 5% of the reply cards back with requests for incentive items to help implement the BMP's. The program was honored to receive a 2011 Totem Award from the Puget Sound Chapter of the Public Relations Society of America. The program was then implemented in the Coal Creek Watershed with an outstanding 11% response and in 2012 received second place in the "Improving Water Quality" category of the Excellence in Communications Award from the National Association of Flood and Stormwater Management Agencies. The Municipal Research and Services Center of Washington also listed the program on their website under Illustrations of Education and Outreach Information. <http://www.mrsc.org/subjects/environment/water/sw-education.aspx>

This grant money would allow us to extend this program to several more watersheds to reach an additional 10,000 to 12,000 residences.

- 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 or email to receive incentive tools to help them implement the BMP's they will use to reduce nonpoint source pollution at home. Incentive tools include: a coupon for a commercial car wash, pet waste bags, a coupon for a free bag of compost, and a chocolate fish.

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 Phase	<ul style="list-style-type: none"> • Work with utilities staff to prioritize which watersheds to cover • Research new watersheds to customize brochure 	
2.	Development Phase	<ul style="list-style-type: none"> • Hire consultant to update text and graphic design for brochure • Use information from stormwater phone surveys and focus groups to shape 	

		<p>outreach material</p> <ul style="list-style-type: none"> • Purchase incentive tools 	
3.	Implementation	<ul style="list-style-type: none"> • Mail flyer to all single and multi-family residents in the targetted basins. • Mail out incentive tools upon request • Track names, addresses, and numbers of incentive tools mailed. 	
4.	Evaluation	<ul style="list-style-type: none"> • Summerize effectiveness of campaign and compare to other watersheds. 	

- 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 is an award winning program with a clear audience, goals, and measureable outcome. We use the information available from our 2005 and 2012 phone surveys 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.

Research has shown that when people sign their name to commit to something they are more likely to follow through with the behavior change. This is why there is a pledge card for residents to receive their incentive items.

Bill Pace Fruit Market has been a partner in the program by storing the bags of compost and trading them for the coupons at their business. Cedar Grove donated the bags of compost for the Coal Creek campaign so we will request this donation again so we only have to pay for delivery.

- 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 program will be highly efficient because we will be using the same structure and materials we used for the Coal and Kelsey Creek Watersheds. Because only minor planning

and edits will be needed on the brochures, more funding can go directly to the incentive items allowing us to reach out to a large audience with the information and tools.

Based on responses from the Kelsey and Coal Creek residents, we can accurately estimate how many of each incentive item we need to purchase. Any leftovers will be applied to the next basin 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 number and kinds of incentive handed.

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		\$200		\$200
Contracted/ Professional Services	\$2,400			\$2400
Land Acquisition				
Permits				
Incentives	\$7,600			\$7,600
Postage		\$1,000		\$1000
Printing		\$6,000		\$6000
TOTAL	\$10,000	\$12,200		\$22,200

- 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, the compost coupon, and the thank you card that is mailed out with the incentive items.


Authorized Signature

10/15/12
Date



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

March 14, 2013

Kit Paulsen
City of Bellevue Utilities
PO Box 90012
Bellevue, WA 98009-9012

Dear Kit,

Enclosed, for your records, is a fully signed copy of the Agreement for award of a King Conservation District Member Jurisdiction Grant for the *Watershed Outreach Campaign* project. This grant is funded with King Conservation District Special Assessment funds allocated for projects in partnership with the City of Bellevue.

You can find the forms to use when submitting progress and expense reports, and forms for use when requesting a revision to your grant agreement on our webpage, at kingcd.org/pro_gra.htm. We have a new reimbursement request form available on the webpage as well. You may submit the form along with supporting documentation via email or regular mail.

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.

This policy change was made by the Board of Supervisors as a result of the Supreme Court ruling in the Mason/Carey case, pending legal challenges, the resulting budget shortfall, as well as at the request of jurisdictions.

We look forward to the successful implementation of this project and are hopeful that this policy change will enable our partners to continue implementing natural resource improvement projects in spite of the challenges we've faced this year.

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. 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. Please do not hesitate to contact me at any time.

Sincerely,



Michael S Jones
Administrative Assistant

Enclosures (1)