



CONTRACTS & AGREEMENTS

ECM INDEX DATA

INTRLOC_00 KING CONSERVATION DISTRICT 9

File Location

Vendor Name

KING CONSERVATION DIST
12/31/2016

Document Type: Interlocal New

Vendor Name: KING CONSERVATION DISTRICT 9

PO# Location: INTRLOC-000

Effect Date: 1/30/2013

Term Date: 12/31/2016

CR#: 50625

Related CR#: _____

Ordinance: _____

Resolution: _____

Leg Date: _____

Vendor #: _____

Description: GRANT AGREEMENT FOR KELSEY CREEK KNOTWEED SURVEY
AND CONTROL GR 1310069-000

Notes:

INTRLOC_00
INTERLOCAL AGREEMENTS
12/31/2099
500175854

CR# 50625 DATE 10-13 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 Thirty One Thousand Six Hundred Dollars (\$31,600.00) from 2011-2012 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. Knutsen

Name _____

Title William Knutsen
Board Chair, King Conservation

Date District 3/11/13

Approved as to form: _____

RECIPIENT:

By Wes Jorgenson

Name Wes Jorgenson

Title Assistant Director

Date January 30, 2013

Approved as to Form: _____

DISTRICT LEGAL COUNSEL:

By Eric Frimodt

Name Eric Frimodt

Date 1/9/13

RECIPIENT'S ATTORNEY:

By Mary Kate Berens

Name Mary Kate Berens

Date 2/12/2013

Exhibit A



Member Jurisdiction & WRIA Forum Grant Program Grant Application

Project Title: Kelsey Creek Knotweed Survey and Control	
Applicant: City of Bellevue Utilities	Contact: Mark Cross
Principal Partners (if any):	Title: CIP Permit Project Coordinator
	Address: 450 110th Ave. NE, Bellevue, WA 98004
Total Project Cost: 34,800	
WRIA Funding <input type="checkbox"/> Jurisdiction Funding <input checked="" type="checkbox"/>	
KCD Funding Requested: 31,600	Phone: 425-452-6938
Project Start Date: January 30, 2013	Fax: 425-452-5225
Project End Date: December 31, 2016	E-mail: mcross@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?*

This grant is to survey the location and extent of the spread of knotweed within Kelsey Creek basin and then to control the plant during three growing seasons. Kelsey Creek is the largest stream system in Bellevue, at 2,822 acres, and contains the majority of salmon habitat within the City of Bellevue. Two aquatic species listed under the Endangered Species Act as “threatened species” are the Puget Sound Chinook and Puget Sound Steelhead Trout. In addition, Coho salmon currently listed as a species of concern, may also occur within the action area.

Although Kelsey Creek is within the range of the Chinook and Steelhead, they are not listed as critical habitat for either species. (Fish species status and range information cited above was taken from the June 25, 2008 Biological Assessment for the SE 30th Street/Sunset Creek Flood Improvement project.)

The City of Bellevue Utilities Department is constructing an integrated set of Fish Passage and Habitat Improvement projects along Kelsey Creek to enhance fish passage, stream, and stream buffer habitat and flood control. This grant will provide the resources to methodically identify the location and size of knotweed infestation within and the main stem of Kelsey Creek and its key tributaries and provide the funds for a multi-year control and property owner education program. This grant will support and improve the performance of the Fish Passage and Flood Control projects in the main stem of Kelsey and tributary streams including Valley Creek and Sears Creek.

The City of Bellevue has focused considerable resources in the Kelsey Creek basin over the past twenty years to repair wetlands and riparian areas, improve storm drainage practices, manage resident beaver, eliminate fish passage barriers at road crossings, and to provide enhanced fish passage and flood control.

Surveying knotweed within the upper basin and along the main stem down to the point where the main stem of Kelsey Creek meets the west stem is important so that Bellevue can implement a "top down" abatement strategy. A 'top down' strategy includes identifying the highest infestation of knotweed in the basin or sub-basins and then treating the knotweed starting at the 'top' of the basin and working downstream.

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?*

Direct Improvement of Natural Resource Conditions:

This grant, along with the supporting work by the City of Bellevue in administering the grant and acquiring Rights of Entry from private property owners, will reduce the amount of knotweed along the main stem of Kelsey Creek. Mapping the location of existing infestations of knotweed and then systematically addressing the plant starting at the top of the basin will improve flood control, fish habitat conditions, help control streambank erosion, and provide an opportunity for natural species to reclaim the stream bank. Working with property owners as a part of this grant, both public and private, will raise awareness of the problem with these owners and help them learn best practices for controlling this invasive plant species.

The main stem of Kelsey Creek has a range of disturbed and undisturbed stream segments and stream buffers. Although much of the lower basin is within City Park property, a majority of the Creek length is in private ownership or owned by other utilities such as Olympic Pipeline and Puget Sound Energy. There are many opportunities to work with owners of commercial office buildings and the large energy transmission companies to control invasive knotweed along their stretches of Kelsey Creek.

The City of Bellevue Utilities Department have projects along the main stem of Kelsey Creek including flood control and fish passage projects. This grant will help extend the biological benefits of these projects upstream and downstream into a more comprehensive approach to salmon recovery and habitat improvement.

Capacity Building:

The City of Bellevue Utilities is in the third year, 2011 to 2013, of a three year knotweed control grant from King Conservation District on Sunset, Richards and East Creeks. The current grant has provided the City with the opportunity to map and control knotweed in three streams including Sunset, Richards, and East Creek. The City has learned how to work with a variety of technologies including GPS for mapping the knotweed infestations. We have consulted with the King County Noxious Weeds program and taken training classes to learn how to select the best time and control measures to eliminate knotweed. This grant will provide the City of Bellevue with the opportunity to use the knowledge and skills developed in administering the current grant to go after this destructive invasive plant species along the main stem of Kelsey Creek, our primary salmon bearing stream.

Part of any successful program for knotweed control includes obtaining the cooperation and approval of private property owners to control knotweed where it occurs on private property. The City has learned to work with private property owners under the current knotweed grant. We were able to receive Rights of Entry to five key private properties along with the non-profit Humane Society. With this grant proposal for

main stem Kelsey Creek we will apply the lessons learned including the need for early contact and visiting the sites with the owners. With this new grant we will have the added selling point that Kelsey Creek is our key productive Salmon stream and that improving the health of this urban creek can have a big payoff for salmon recovery and sustainability in Bellevue.

Education and Outreach:

Knotweed control requires a multi-year approach and a cooperative teaming of the City with private and other public property owners within the selected stream basins. Staff from the Utilities Department and private property owners will learn about knotweed, the importance of identifying existing infestations and methods for control. Raising awareness of staff and the public will occur through use of the City's websites, meetings with neighborhood groups and newsletter. Lessons learned from our Sunset Creek knotweed control grant include the importance of early contact, walking the properties with owners to talk about knotweed and to show the location and extent of the problem. We also learned the need to start early with the drafting of Rights of Entry for the various properties.

Three Education and Outreach tasks will be undertaken.

1. Provide training and educational materials to Utilities Department street maintenance crews on knotweed including how to identify the plant, control techniques and communicating its location for management and control.
2. Create a mailer for distribution to property owners adjacent to Kelsey Creek and tributaries to its main stem that explains the knotweed threat, suggests successful and safe control measures for private property owners. Finally the mailer will ask that property owners contact Utilities to see if there is an opportunity for the grant program to assist them in the knotweed control effort.
3. Place an article on knotweed in the City of Bellevue Stream Team Newsletter describing the plant, how it harms our native plant community near streams and impacts salmon recovery. The article would include web links and information on support in controlling knotweed.

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.	Landowner outreach and acquisition of Rights of Entry.	Rights of Entry to access property to survey knotweed and Rights of Entry for treatment, assessment and follow-up treatment. Because of the presence of New Zealand Snails in the basin, we will also be providing property owners with information on how they can help prevent to spread of this invasive species along with the importance of controlling knotweed.	January 2013 – September 2015
2.	Stream survey	Survey twelve miles of streams including Kelsey Main stem, and tributaries including Valley and Sears Creek. See attached map.	April 2013 to September 2013.
3.	Knotweed Control	Controlling knotweed on Kelsey	Spring and

		Creek is the primary focus and as much of the tributaries to the main stem of Kelsey as funds allow.	Summer 2013 to September 2016.
4.	Plant Installation	Depending on the size and depth of infestation, install willow and dogwood stakes using volunteer labor or contractors.	Fall 2014 and Fall 2016.
5.	Maintenance and monitoring	The City along with its volunteers and or contractors will monitor the basins for knotweed regrowth for three years.	Summers 2013, 2014 and 2015.
6.	Training Utilities Staff	Presentation with handout and knotweed control guidance	Spring and Summer of 2013
7.	Mailer to adjacent property owners	Mailer with information on identification and control methods	Summer 2013
8	Article in Stream Team Newsletter	Article on knotweed with photo for identification. Information on resources available to assist owners with knotweed control	Summer of 2013

- 3. 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 City of Bellevue is the best entity to deliver the proposed program because of our expertise in contract management, GPS survey experience, history of successfully integrating volunteer efforts into salmon recovery and stream monitoring, our internal staffing for the acquisition of Rights of Entry. The Utilities Department is particularly qualified to bring all of these abilities to bear along with our long term commitment to funding and constructing projects for salmon recovery, water quality, and stream health.

With the survey work done under contract by EarthCorps for the Sunset Creek knotweed control program, and with the assistance we received from the King County Noxious Weeds program, we expect to be even more efficient with the mapping effort. The City of Bellevue has a Stream Team that monitors streams in Bellevue for Salmon on a regular basis. This same team is a source of information for identifying areas of focus.

- 4. 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 City of Bellevue has multiple projects and programs occurring along the main stem to Kelsey Creek. The City has constructed fish passage improvements and fish habitat projects in the City's Kelsey Farm Park and in the stream reach through the golf course. The City of Bellevue Utilities, in cooperation with Early World, a local pre-school, constructed a fish passage, flood control and habitat improvement project on Kelsey Creek.

Knotweed control along the main stem of Kelsey Creek and within the stream basins (sub-basins to Kelsey Creek) will support the proper functioning of wetlands, stream bank plant communities and streams by replacing invasive knotweed with native species, and reduce the additional stream bank erosion caused by knotweed compared to native species. Elimination of knotweed will allow other fish passage, habitat, and flood control projects to proceed without the possibility of construction activity further spreading knotweed downstream into the lower reaches of these sub-basins or the main stem of Kelsey Creek.

- 5. 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?*

The property owners in the most impacted area, as we understand the knotweed infestation now, are commercial and residential owners. Other owners of previously identified knotweed infestations include the City of Bellevue Transportation and the Parks Department. Unlike the Sunset Basin, which was the focus of our last knotweed control grant, the Kelsey basin includes a substantial number of multi-family residential developments along the Creek. Working with condominium owners offers the opportunity to improve longer stretches of Kelsey Creek due to the larger ownerships.

The condominium projects include a range of unit size and income. The education part of this program will give us the opportunity to communicate and educate that wider range of Bellevue residents.

All of the residents of this area and Kelsey Farm park users, will benefit because of the improved biological health of the basin.

- 6. 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.

- Completion of basin survey and mapping of knotweed. Grant will provide us with the resources needed to map approximately 12 miles of urban stream. Results of the survey will be mapped and used in creating a top-of-basin down approach to knotweed control. We have some limited survey information, but this grant will allow us to extend the survey across the main stem Kelsey Creek and its tributaries downstream to the junction with the West Tributary. This survey is a key work product and important in developing an efficient knotweed control strategy.
- The installation and survival of cottonwood and other live stakes planted to replace knotweed is another measureable result that will be reported. Success in establishment of new streamside vegetation is an important measure of success.
- Knotweed control itself within the basin is the goal and the key measure of the success of the grant. The results of the post knotweed control within the basin will be reported and will provide the strongest measure of the success of the grant and provide focus of future control work.
- This will be the second large scale coordinated knotweed control project by the City of Bellevue Utilities. We have already had an opportunity to provide expertise to other city agencies including Parks and public and private property owners. We expect this grant to help us leverage our

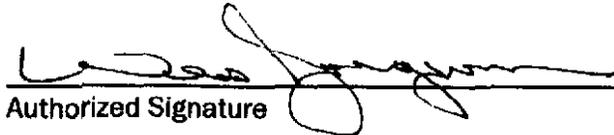
knotweed control activity with the efforts of public and private parties. One of the key measures of success for this grant will be the extent to which we are able to extend the programs impact by coordinating and inspiring property owners along the main stem of Kelsey Creek and its tributaries to take action and control knotweed on their own.

Other (Rights of Entry)	2,100	1,000		3,100
Other (specify)				
TOTAL	31,600	3,200		34,800

8. 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).

The City of Bellevue will acknowledge KCD's funding of this project by:

- Article on the award of the grant and KCD as the source of the funds in our City newsletter;
- Information on our City website;
- KCD will be referenced in our written communications and presentations to residents and stream side owners.



 Authorized Signature

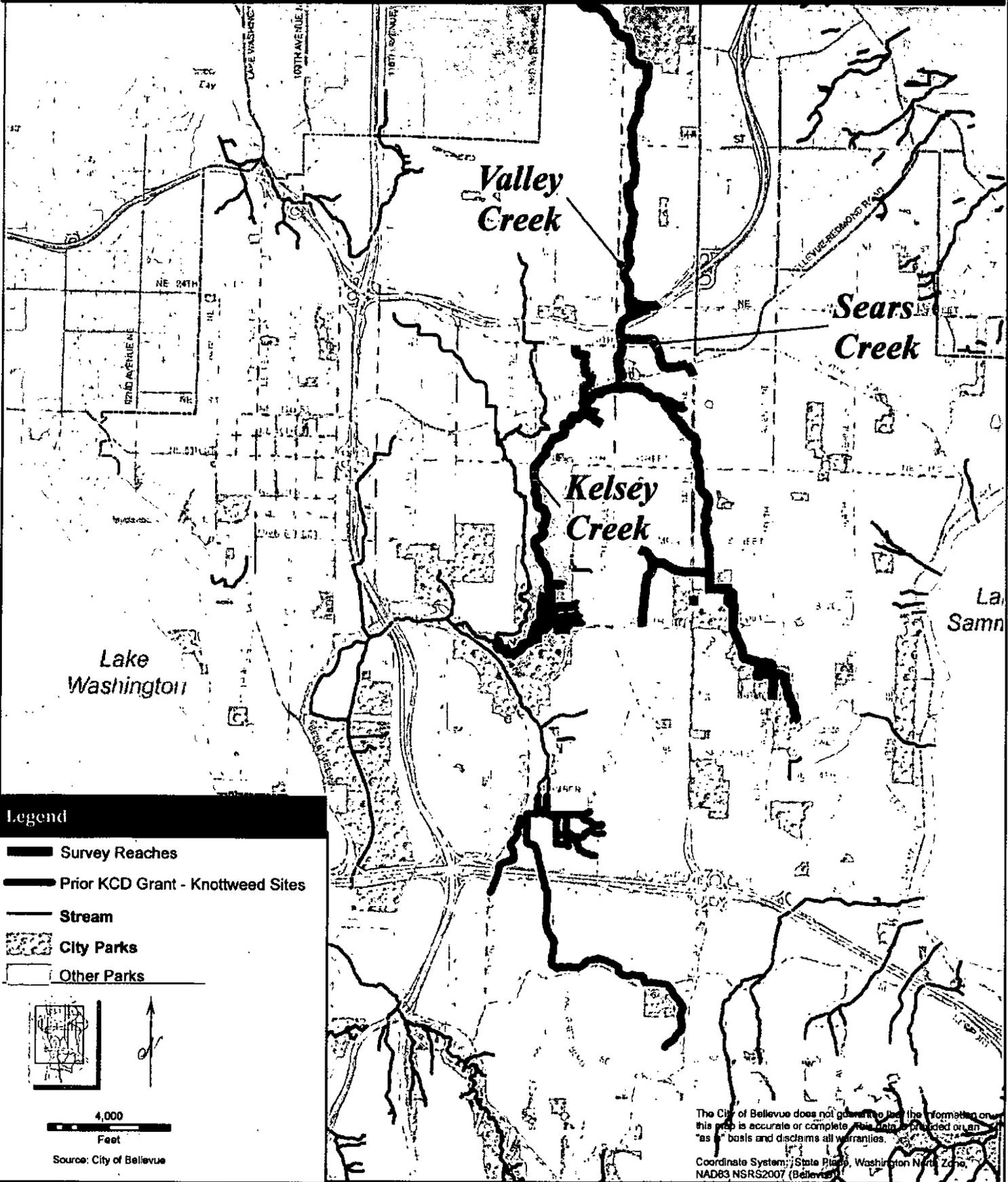
4/7/13

 Date

Kelsey Creek Main Stem and Key Tributaries Knotweed Survey and Control- 2012



KCD Grant Application



Legend

-  Survey Reaches
-  Prior KCD Grant - Knotweed Sites
-  Stream
-  City Parks
-  Other Parks



4,000
Feet
Source: City of Bellevue

The City of Bellevue does not guarantee the information on this map is accurate or complete. The data is provided on an "as is" basis and disclaims all warranties.
Coordinate System: State Plane, Washington North Zone, NAD83 NSRS2007 (Bellevue)