

RESOLUTION NO. 09-595

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, KING COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO ACCEPT GRANT FUNDS FROM THE KING CONSERVATION DISTRICT IN THE AMOUNT OF \$30,000 TO BE USED TOWARDS COMPLETING A LOW-IMPACT DEVELOPMENT PARKING LOT IMPROVEMENT PROJECT AND FINISHING THE DESIGN TO UPGRADE THE LAKE SAWYER BOAT LAUNCH FACILITY

**WHEREAS**, the City has been moving forward with a design for upgrading the Lake Sawyer Boat Launch Facility and is currently under contract with Anchor Environmental, LLC to complete the design work; and

**WHEREAS**, the City of Black Diamond applied for and was awarded a grant in the amount of \$30,000 from the King Conservation District for a low-impact development parking project and the completion of the design work at the boat launch facility;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, DOES RESOLVE AS FOLLOWS:**

**Section 1.** The Mayor is hereby authorized to accept grant money, in the amount of \$30,000 from the King Conservation District in the agreement attached hereto as Exhibit A and by reference incorporated herein.

**PASSED BY THE CITY COUNCIL OF THE CITY OF BLACK DIAMOND, WASHINGTON, AT A REGULAR MEETING THEREOF, THIS 7TH DAY OF MAY, 2009.**

CITY OF BLACK DIAMOND:

  
Howard Botts, Mayor

Attest:

  
Brenda L. Streepy, City Clerk

**AGREEMENT FOR AWARD OF KING CONSERVATION DISTRICT  
MEMBER JURISDICTION & WRIA FORUM GRANT  
Green-Duwamish-CPS Watershed Forum (WRIA 9)  
City of Black Diamond**

This Agreement is made between the King Conservation District Number 9, a municipal corporation in King County, Washington, located at 935 Powell Ave. SW, Renton, WA 98055 (referred to herein as "District"), and the City of Black Diamond, a municipal corporation in King County, Washington, located at 24301 Roberts Drive, Black Diamond, WA 98010 (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, certain Watershed Forums were established in King County and through the voluntary association of agencies and entities situated within the particular watershed basins or areas (i.e., Snoqualmie Watershed Forum; Cedar/Lake Washington/Sammamish Watershed Forum; Green/Duwamish/Central Puget Sound Watershed Forum) for the purpose of addressing and responding to environmental needs within their respective watershed basins and in the region by cooperative efforts; and

1.5 Whereas, the Watershed Forums include representatives of jurisdictions that are located within or have a major interest in the management of Water Resources Inventory Areas (WRIA) 7, 8 and 9; and

1.6 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, the District's policies and procedures for awarding grants and the funding principles established by King County's Regional Water Quality Committee; and

1.7 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.

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

# Exhibit A



## Member Jurisdiction & WRIA Forum Grant Application

<b>Project Title:</b> Lake Sawyer Boat Launch Access/Habitat Improvement Project	
<b>Applicant:</b> City of Black Diamond, WA	<b>Contact:</b> Aaron C. Nix
<b>Principal Partners (if any):</b> King County Department of Executive Services/Facilities Management Division  Washington State Recreation and Conservation Office (RCO)	<b>Title:</b> Natural Resources/Parks Director
	<b>Address:</b>  24301 Roberts Drive Black Diamond, WA 98010
<b>Total Project Cost:</b> \$121,891	
<b>WRIA Funding:</b> <input checked="" type="checkbox"/> <b>Jurisdiction Funding:</b> <input checked="" type="checkbox"/>	
<b>KCD Funding Requested:</b> \$23,000 (WRIA Funds)/\$7,000 (KCD Jurisdiction Fund)	<b>Phone:</b> 360.886.2560 x220
<b>Project Start Date:</b> 8/08	<b>Fax:</b> 360.886.2592
<b>Project End Date:</b> 9/09	<b>E-mail:</b> anix@ci.blackdiamond.wa.us

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?*

Our project contains two elements, under one project title. For the purposes of this grant, the City would like to utilize KCD funds in order to help improve habitat for a section of waterfront along Lake Sawyer (both via engineering design services as well as an on the ground project slated for Fall '09) and fund a low-impact pilot project where the City, King County and KCD will help to pay for the installation of pervious pavers in a small section of the facility that is currently graveled.

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

Lake Sawyer is a fairly urbanized lake in southeast King County. Significant work is occurring in educating the residents of Lake Sawyer on the benefits of good stewardship practices around the lake, and the impacts of bulk-heading and other human activity on the water quality and habitat within the lake. As well as the opportunity to volunteer in helping improve the boat

*capacity of the primary applicant to deliver the proposed program/service/intervention? What tools, services and partners will be brought to bear?*

The City has been hiring new staff in preparation of significant development. This new development could potentially increase the population, threefold, in the next 15 years. Additional staff, including a Planning, Public Works and Parks/Natural Resources Director has been hired in order to help the City maintain its vision for the future. Paramount to this vision is a strong commitment to protecting the natural environment as it has been, historically, a major component to the quality of life in Black Diamond. The importance of this project to the constituents of Black Diamond as well as others that utilize and enjoy Lake Sawyer cannot be over-emphasized. In addition to the direct benefit to the natural resource, this project will serve as an example and reminder of effective natural resource management for the resource, thus, benefiting the entire area for generations to come.

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?*

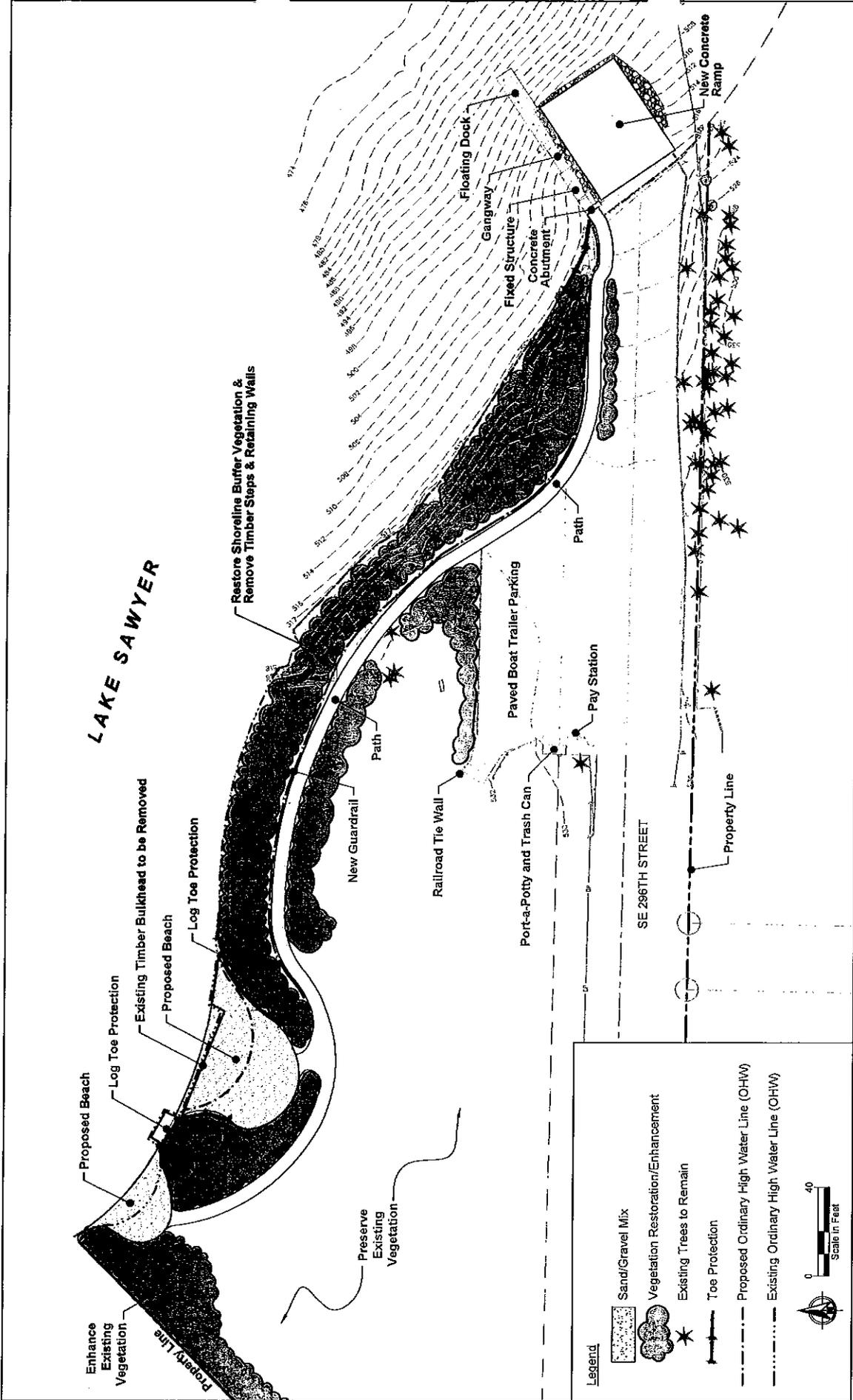
As discussed previously, the City has built relationships with other agencies in gaining support and financial resources for this project. This momentum continues to build as staff is working hard to ensure public participation for the entirety of the project. This project will serve as an excellent opportunity to educate the residents of Black Diamond, especially homeowners around the lake on the benefits of proper land stewardship practices around the lake. These relationships will be essential for City staff as we begin work on updating the City's Shoreline Master Program, slated to begin later this year.

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 are the target audience and what demographic section of the community will be affected?*

This project lies within the southeast corner of King County at the edge of the Urban Growth Area. Although Black Diamond has not seen significant development in the past 10+ years, this will be changing soon as new development has moved into the area and the City is expected to grow threefold in the next several years. These new citizens will benefit from the improvements being proposed. Immediately, the target audience for this project will be homeowners around Lake Sawyer, but due to use of this facility, the entire region will be exposed to the benefits of LID and shoreline revegetation.

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 have established a budget for this project that outlines our limits. The City fully intends to stay within these guidelines and will submit the relevant paper work in order to keep the district informed of our progress and the required final report. The City fully expects that as a



# LAKE SAWYER



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

- Submit Progress Reports using the form titled *Member Jurisdiction & WRIA Forum Grant Progress Report* for period of grant agreement bi-annually *Due June 30th and November 30<sup>th</sup> of each year*
  
- Submit Expense Report using the form titled *Member Jurisdiction & WRIA Forum Grant Expense Report* for period of grant agreement bi-annually *Due June 30th and November 30th of each year.*
  
- Keep track of the project completion date, if necessary submit an amendment to extend the completion date using the form titled *Grant Amendment Request*
  
- Submit project documentation such as technical reports or publications as produced or upon completion of the project.
  
- Submit final narrative report using the form titled *Member Jurisdiction & WRIA Forum Grant Final Report* and final expense reports upon completion of project, preferably prior to completion date