



King County

Department of
Natural Resources and Parks

AGREEMENT

Between

CITY OF SAMMAMISH

And

KING COUNTY

From December 17, 2007, through November 15, 2008

This is an Agreement between the City of Sammamish, hereinafter the "RECIPIENT," and King County, a political subdivision of the state of Washington, hereinafter the "COUNTY," entered on December 17, 2007. The purpose of this Agreement is to set forth the terms, conditions and the legal and administrative relations that apply to the RECIPIENT in exchange for financial assistance in carrying out a proposed project entitled the "Restoration Plantings on Hillside Ravine in Commons Park" hereinafter, the "PROJECT."

Section 1. Background and Recitals:

A. *Recipient description:*

- Legal status of RECIPIENT: A local government
- State of incorporation: Washington
- Mission or purpose: To protect the natural beauty of Sammamish through the development of a vibrant system of parks, open space and trails; to provide citizens of all ages positive recreational opportunities in clean, safe and accessible facilities; and to preserve the city's quality living environment for future generations.

B. *Proposed project:* The PROJECT will recruit youth volunteers to help control erosion on a steep slope by replanting native forest. The planting area abuts wetland preservation areas and native plantings and will expand wildlife habitat. This project will provide a 360 degree educational experience for the youth participants. City planning staff and their Wetland Biologist will work with youth to develop a reforestation plan and the youth will be asked to participate in plant selection. Participants will learn about native plants, shrubs and trees and the importance of restoration work to natural systems in the park. Interpretive signs related to forests will be installed at the project site.

C. *Recipient experience in carrying out the PROJECT:* The RECIPIENT maintains that it is qualified to conduct the PROJECT. Key staff on the PROJECT will include the Parks and Recreation Director, the Volunteer Coordinator and the Parks Maintenance Coordinator. These personnel have the necessary qualifications in volunteer outreach, project funding, project

management, natural area maintenance, wetland biology and arboriculture (ISA Certified Arborist).

- D. The Natural Resource Stewardship Network, hereinafter NRSN, is a consortium of government agencies working collaboratively with community organizations, businesses, and private and non-profit organizations in an effort to protect and rehabilitate forest environments. The COUNTY is a partner in NRSN and has been designated in a grant from the King Conservation District to receive and disperse funds.
- E. The COUNTY, through its Department of Natural Resources and Parks, administers funds received from the USDA Forest Service in 2007 under federal Public Law 106-393, Title III, the Secure Rural Schools and Community Self-Determination Act of 2000 (Catalog of Federal Domestic Assistance No. 10.665). The COUNTY finds that the proposed activities are consistent with the purposes of the funds it allocates under Title III. The COUNTY will perform this allocation under its Urban and Community Forestry Program, which operates the Natural Resource Stewardship Network for the enhancement of urban and community forests.
- F. As determined by King County, this PROJECT will conserve and restore forest resources and benefit King County residents.
- G. The COUNTY plans and proposes to reimburse the RECIPIENT for the purpose described in Subsection B above in an amount up to, but not exceeding \$10,000 (The AWARD), provided that the RECIPIENT also contributes to this PROJECT a cash and in-kind match valued at \$10,840 for those costs allowed as "Match" in the BUDGET (Exhibit B of this Agreement) and verified according to the Terms and Conditions below. The RECIPIENT maintains that none of the match thus claimed consists of Federal funds nor is it used as match for other Federal funds.

King Conservation District funds will be the source of funds used to reimburse the RECIPIENT for \$6,000 of the grant amount. The COUNTY will reimburse the RECIPIENT for \$4,000 or the balance of the amount reimbursed to the RECIPIENT using Federal funds authorized under Public Law 106-393 (CFDA No. 10.665).

Section 2. Terms and Conditions:

- A. The PROJECT shall be completed in accordance with the Scope of Work attached hereto as Exhibit A with such modifications as may be approved by the Division Director of the Water and Land Resources Division in the COUNTY's Department of Natural Resources and Parks.
- B. The COUNTY will, upon execution of this Agreement, establish procedures to allow payment to the RECIPIENT for all eligible expenses up to the limit of the AWARD. The RECIPIENT will request reimbursement and submit progress reports no more seldom than the following dates:

REQUEST DATES

June 1, 2008

December 15, 2008

- C. Other conditions governing payment to the RECIPIENT are:
- The RECIPIENT shall be responsible for making a request for payment on or about the dates above. Each request shall be presented in the format shown in Exhibit C of this Agreement (Reimbursement Request) and shall be accompanied by documentation of all expenses,

including reported matching expenses, and a report of the PROJECT progress to date based on the Scope of Work (Exhibit A of this Agreement).

- Failure to submit the aforementioned request for payment and report on the PROJECT progress within one month of the date(s) listed in REQUEST DATE(S) may be cause for the COUNTY to terminate this agreement for non-performance.
 - Costs eligible for payment shall include those costs identified in the Budget (Exhibit B of this Agreement) and incurred during the effective dates of this Agreement.
 - Any and all activities to be funded by this Agreement to the RECIPIENT shall be completed by November 15, 2008.
 - Final payment shall be made on condition that the RECIPIENT submits the following documents no later than December 15, 2008:
 - a. A Final Report documenting the successful completion of the PROJECT according to the Scope of Work (Exhibit A of this Agreement);
 - b. A final Reimbursement Request as shown in Exhibit C of this Agreement accompanied by documentation of all expenses; and
 - c. A Close-Out Statement completed in the format in Exhibit D of this Agreement (Close-Out Statement).
 - Failure to provide the aforementioned documentation may result in the forfeiture of part or all amounts due to the RECIPIENT.
 - The RECIPIENT shall also return any money remaining from cash advances made by the COUNTY or any reimbursements owed to the COUNTY no later than December 15, 2008.
- D. The RECIPIENT agrees to acknowledge King County, the Natural Resource Stewardship Network (NRSN) and NRSN members who have materially contributed to the PROJECT in all publications and signage that have been produced as part of the PROJECT described herein as well as in press releases, public service announcements, on posters, flyers and in electronic postings such as “home pages.” The RECIPIENT will use the wording provided in Exhibit E of this Agreement (Credit and Disclaimers for NRSN Funded Projects).
- E. If the RECIPIENT expends \$500,000 or more in a year in Federal awards, the RECIPIENT shall have a single or program-specific audit conducted for that year in accordance with the provisions of the federal Office of Management and Budget (OMB) circular A-133 effective July 1, 1996 and revised June 27, 2003, and in accordance with section .320 (e) will submit a written notification to the County that an audit was conducted [see the circular A-133.320 (e) for details]. If the audit reveals findings and questioned costs relating to Federal awards passed through the County, the RECIPIENT will forward a copy of the applicable audit reporting package along with a copy of the findings, the RECIPIENT’s response and the final corrective action plan as approved by the State Auditor’s Office to the County within 30 days.

Section 3. Legal and Administrative Relations:

- A. The 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. Specifically, as a recipient of federal funds, the recipient shall meet the audit requirements of OMB Circular A133, "Audits of States, Local Governments, and Non-profit Organizations" and OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments;" and shall comply with all the provisions of 7 Code of Federal Regulations (CFR) Part 3016, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments." The RECIPIENT shall maintain and submit to the COUNTY any such records as the COUNTY and the Federal Government may require to conduct any audit of the PROJECT it may elect to conduct or to substantiate expenditures submitted for payment to the COUNTY. The RECIPIENT shall maintain and retain books and records related to the Agreement for at least three years after the termination of this Agreement.
- B. In the event the Federal Government disallows reimbursement to the COUNTY for expenses the COUNTY paid to the RECIPIENT, the COUNTY will have the right to recapture the contested amount from the RECIPIENT.
- C. The RECIPIENT maintains that as a sub-recipient of federal funds, it is knowledgeable and compliant with all applicable federal laws and regulations. The RECIPIENT will comply with all applicable federal environmental regulations.
- D. The COUNTY's financial assistance to the RECIPIENT shall be construed by the parties as a special disbursement to the RECIPIENT to fund activities, as described herein, that generally benefit the COUNTY's efforts to protect water quality. It shall not be construed as a contract for services between the RECIPIENT and the COUNTY.
- E. The RECIPIENT shall be solely responsible for the recruiting, training and supervision of its employees and volunteers. Individuals hired and paid by the RECIPIENT shall not, in any event, be construed to be employees of, or contractors to, the COUNTY and the RECIPIENT shall indemnify and hold harmless the COUNTY from any and all claims arising from any contention that said individuals are employees of, or contractors to, the COUNTY.
- F. The RECIPIENT agrees to indemnify, defend and hold harmless the COUNTY, its agents, officers, officials and employees from all claims, alleged liability, damages, suits, losses, costs to or death of person or damage to property allegedly resulting from the operation of the RECIPIENT or any of its employees under this Agreement.
- G. Nothing in this Agreement shall be construed as prohibiting the RECIPIENT from undertaking or assisting projects developed outside the purview of this Agreement, or entering into agreements with other parties to undertake said projects in accordance with whatever terms and conditions may be agreed to between the RECIPIENT and other parties.
- H. The COUNTY shall be under no obligation to continue this Agreement and may request partial or full reimbursement of payments it made to the RECIPIENT should the RECIPIENT fail to perform according to the Terms and Conditions of this Agreement, whether or not failure to perform is within the RECIPIENT's control. Such reasons may include, but are no limited to, rejection of a permit application.

~~DRAFT 12/12/07~~ *Wane*

- I. This Agreement may be amended at any time by written concurrence of the parties and will terminate upon fulfillment of all obligations contained herein.
- J. This Agreement may be terminated by either party with a thirty day written notice. The RECIPIENT shall return any amount of the Award, including reimbursements and advances, for which adequate documentation is lacking or which is not in accordance with the terms provided in Section 2.
- K. This Agreement is approved as to form by the King County Prosecuting Attorney.
- L. The parties have executed this Agreement as of the date first written above.

CITY OF SAMMAMISH by:



Title:

City manager

KING COUNTY by:
For Ron Sims, King County Executive

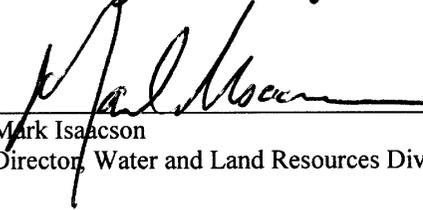

Mark Isaacson
Director, Water and Land Resources Division

EXHIBIT A: SCOPE OF WORK

Outcomes	Activities/Tasks	Completion Dates
I. Establish a core of youth leaders for the project.	A. Youth leadership recruitment (2-4 youth leaders) A.1 Staff to visit school, youth leadership organizations, and community service clubs to recruit youth to take a leadership role in the project. A.2 Staff to meet with High School Counselors to determine if a high school senior would like to partner with the City to use the Stewardship Project as a part of their Cumulative/Senior Project A.3 Advertisements, including city web page & newsletter.	<i>Jan-Feb 2008</i>
II. Train youth by developing a reforestation plan for the project sit. Reforestation plan objectives include: 1) Help control the stormwater through the use of native vegetation (trees and shrubs). 2) Improve the slope stabilization. 3) Expand wildlife habitat. 4) Ensure long-term maintenance.	B. Youth will assist in reforestation planning. B.1 Staff to work with Youth and Wetland Biologist to develop areas of need/interest for youth. B.2 work on outline/timeline of plan – mentoring youth on plan development. B.3 Develop a long term maintenance plan for site. B.4 Develop training materials & handouts for the volunteers who assist with the planting. Goal would be educate youth on Native Plants and the importance of plant selection.	<i>March 2008</i>
III. Youth will learn about native plants, shrubs and trees and the importance of forest restoration work to the other systems in the park.	C. Establish educational objectives. Submit to NRSN a statement of educational objectives and a plan for evaluating learning outcomes.	<i>March 2008</i>

EXHIBIT B: APPROVED BUDGET

Description of Expense	NRSN Award	Cash and In-Kind Match	TOTAL COST
Personnel (Paid staff)			
Wetland Biologist (25 hrs x \$31.10/hr.)		\$775	\$775
Park Maintenance Coordinator (40 hrs x \$32.97/hr)		\$1,320	\$1,320
Volunteer Coordinator (50 hrs x \$20.69/hr)		\$1,035	\$1,035
2 Park Maintenance Worker (10 hrs x \$26.12/hr)		\$520	\$520
Contract/Professional Services			
Landscape Architect – Project Assistance		\$3,000	\$3,000
Volunteer Labor/Services			
4 Youth Project Leads (40 hrs x \$9/hr)		\$1,440	\$1,440
30 Youth Volunteers Day of (5 hrs x \$9/hr)		\$1,350	\$1,350
5 Adult Supervisors Day of (5 hrs x \$16/hr)		\$400	\$400
Supplies			
Organics (Fertilizer, grass seed etc.)	\$500		\$500
Soil and Mulch	\$500		\$500
Plant Material – Plants and Shrubs	\$3,000		\$3,000
Plant Material - Trees	\$4,000		\$4,000
Hand Tools (Shovels, Rakes etc.)	\$500	\$1,000	\$1,500
Signs	\$1,500		\$1,500
TOTAL	\$10,000	\$10,840	\$20,840

EXHIBIT C: REIMBURSEMENT REQUEST



**Natural Resource Stewardship Network
Reimbursement Request**

INVOICE

Grant Recipient _____ Request Number _____ Date _____

Grant Recipient's Mailing Address _____

Certifying Signature: I certify that to the best of my knowledge & belief that data below is correct & that all outlays were made in accordance with grant conditions & that payment is due & has not been previously requested. _____
Print Name & Title _____

Final request for reimbursement? (Circle one.) Yes No Balance of Grant Remaining: _____

Request for Reimbursement: (please place in the following categories)

Current Request		
A. Personnel	\$ -	(Attach Personnel & Fringe Benefits Report; NRSN A/B)
B. Fringe Benefits	\$ -	(Attach Personnel & Fringe Benefits Report; NRSN A/B)
C. Travel	\$ -	(Attach Travel Report; NRSN C)
D. Project Supplies	\$ -	(Attach Project Supplies Report; NRSN D)
E. Contract/Professional Services	\$ -	(Attach Contractual Services Report; NRSN E)
F. Other	\$ -	(Attach Other Costs Report; NRSN F)
Total:	\$ -	ATTACH PROGRESS REPORT

ALL RECEIPTS, PAY STUBS, ETC MUST BE ON-FILE AT YOUR OFFICE for at least 3 years after close of project.

Verification of Match:

	Match Reported w/ this Request	
I. Value of Staff Labor Hours	\$ -	(Attach Staff Labor Report; NRSN I)
II. Value of Volunteer & Donated Services	\$ -	(Attach Volunteer & Donated Services Report; NSRN II)
III. Value of Donated Materials and Supplies	\$ -	(Attach Donated Materials Report; NRSN III)
IV. Other Match	\$ -	(Attach Other Match Report; NRSN IV)
Total Match:	\$ -	

For Office Use Only:		
	Urban Forestry	KCD
Project #	FOR400	FOR750
A.		
B.		
C.		
D.		
E.		
F.		
Total		

Remit to:
Linda Vane
King County Department of Natural Resources and Parks
201 South Jackson Street, Suite 600
Seattle, WA 98104-3855

EXHIBIT D: FINANCIAL CLOSE-OUT STATEMENT

Please complete this statement and submit it with your final Reimbursement Request.

NAME OF RECIPIENT:	NAME OF PROJECT:
AWARD PERIOD: FROM TO	AWARD:
AMOUNT SPENT:	AWARD AMOUNT PAID TO DATE:
AMOUNT DUE:	
MATCH PROPOSED:	ACTUAL MATCH:

Provisions

By signing this Financial Closeout Statement, I _____, an authorized representative of the above named award recipient (RECIPIENT), confirm that I have examined the information contained herein and that, to the best of my knowledge, it is a true and accurate account of all the financial expenses and in-kind contributions incurred by the above named project in the course of fulfilling the conditions of the AGREEMENT between _____ and King County (COUNTY), dated _____.

I hereby acknowledge that there are no further expenses associated with this project, nor any pending or future claims to the COUNTY and that the COUNTY is not liable for any expenses not documented in Attachment B (Budget) of the AGREEMENT. I understand that the RECIPIENT is fully bound by the provisions of the AGREEMENT including, but not limited to, the return of COUNTY funds that are unspent or whose spending is unsubstantiated according to the Terms of the AGREEMENT, and the right to examine records. I further understand that the COUNTY, upon examining this Financial Closeout, Request for Reimbursement and the Final Report submitted by the RECIPIENT will determine the amount of the balance due to the RECIPIENT.

SIGNED _____ DATE _____

EXHIBIT E: CREDIT AND DISCLAIMERS FOR NRSN FUNDED PROJECTS



Use these logos
(It can be sent to you via e-mail provided you have compatible software.)

Include on the inside title cover of all bound documents or at the back of a brochure, at the end of a document or bottom right of an interpretive panel, a poster or a flyer the following credit:

The creation of this _____ was made possible by a grant from the King Conservation District and King County Department of Natural Resources and Parks, awarded through the Natural Resource Stewardship Network.

For press releases, please mention the source of funding using the following wording:

This project is funded in part by the King Conservation District and the King County Department of Natural Resources and Parks. Other assistance was provided by ...

For items where opinions or advice or a list of organizations or businesses are included in the introduction or in the body of the document (e.g., an interpretive panel, a guidebook, a directory) add the disclaimer sentence:

"Funding for this manual does not constitute an endorsement of its content by King County government, its employees and elected officials."