



WASHINGTON STATE DEPARTMENT OF  
**Natural Resources**  
PETER GOLDMARK - Commissioner of Public Lands

## INTERAGENCY AGREEMENT WITH THE City of Olympia

**Agreement No. IAA-14-036/K244-12-DG-018**  
**USDA Forest Service CFDA Number 10.664**

This Agreement is between the City of Olympia and the Washington State Department of Natural Resources, Resource Protection Division, referred to as DNR.

DNR falls under authority of RCW Chapter 43.30 of Washington State, Department of Natural Resources. DNR and the City of Olympia herein after referred to as the Grantee, enter into this agreement under Chapter 39.34, Inter-local Cooperation Act.

The purpose of this Agreement is to develop an urban forest strategic plan with recommendations to the City Council.

### **IT IS MUTUALLY AGREED THAT:**

**1.01 Statement of Work.** The Grantee shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to performing work set forth in the Attachment "A".

**1.02** The Grantee shall produce a mid-report by October 31, 2014, and a final report upon project completion summarizing work performed and evaluating the performance and results of this agreement.

**2.01 Period of Performance.** The period of performance of this Agreement shall begin upon final execution by both parties, and end on May 29, 2015, unless terminated sooner as provided herein.

**3.01 Payment.** Payment will not exceed ten thousand dollars (\$10000). Payment for satisfactory performance of work shall not exceed this amount unless the parties mutually agree to a higher amount before beginning any work that could cause the maximum payment to be exceeded. Payment for services shall be based on the rates and terms described in Attachment "B".

**4.01 Billing Procedures.** The Grantee shall submit invoices no more than 4 times during the period of performance stated in section 2.01. Payment to the Grantee for approved and completed work will be made by warrant or account transfer within 30 days of receiving the

invoice. When the contract expires, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

**5.01 Records Maintenance.** The Grantee shall maintain books, records, documents and other evidence, to sufficiently document all direct and indirect costs incurred by the City of Olympia in providing the services. These records shall be available for inspection, review, or audit by personnel of the DNR, other personnel authorized by the DNR, the Office of the State Auditor, and federal officials as authorized by law. The Grantee shall keep all books, records, documents, and other material relevant to this Agreement for six years after agreement expiration. The Office of the State Auditor, federal auditors, and any persons authorized by the parties shall have full access to and the right to examine any of these materials during this period.

Records and other documents in any medium furnished by one party to this agreement to the other party will remain the property of the furnishing party, unless otherwise agreed..

**6.01 Rights to Data. Intentionally Deleted.**

**6.02 Printed Materials**

- All printed materials, signs, and other products including websites resulting from this grant must be reviewed by DNR prior to publishing.
- USDA Forest Service support shall be acknowledged in all publications or audiovisuals in accordance with 7 CRF 3015, Subpart 4, 3015.200. All projects must include an acknowledgement of funding sources, which may be recognized as follows:

*“Funds for this project were provided by the USDA Forest Service Urban and Community Forestry Program, administered through the State of Washington Department of Natural Resources Urban and Community Forestry Program.”*

Appropriate agency logos may be used in addition to the above statement, and are supplied to successful applicants. Logos may also be found on the DNR UCF grant resources webpage at [http://www.dnr.wa.gov/ResearchScience/Topics/UrbanForestry/Pages/rp\\_urban\\_grant\\_resources.aspx](http://www.dnr.wa.gov/ResearchScience/Topics/UrbanForestry/Pages/rp_urban_grant_resources.aspx).

- USDA Equal Opportunity statement must be included in all publications:

*“The USDA is an equal opportunity provider and employer.”*

**7.01 Independent Capacity.** The employees or agents of each party who are engaged in performing this agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**8.01 Amendments.** This Agreement may be amended by mutual agreement of the parties. Amendments shall be in writing and signed by personnel authorized to bind each of the parties.

**9.01 Termination.** Either party may terminate this Agreement by giving the other party 30 days prior written notice. If this Agreement is terminated, the terminating party shall be liable to pay only for those services provided or costs incurred prior to the termination date according to the terms of this Agreement.

**10.01 Termination for Cause.** If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of the terms and conditions, the aggrieved party will give the other party written notice of the failure or violation. The aggrieved party will give the other party 15 working days to correct the violation or failure. If the failure or violation is not corrected within 15 days, the aggrieved party may immediately terminate this Agreement by notifying the other party in writing.

**11.01 Disputes.** If a dispute arises, a dispute board shall resolve the dispute like this: Each party to this agreement shall appoint a member to the dispute board. These board members shall jointly appoint an additional member to the dispute board. The dispute board shall evaluate the facts, contract terms, applicable statutes and rules, then determine a resolution. The dispute board's determination shall be final and binding on the parties.

**12.01 Governance.** This contract is entered into the authority granted by the laws of the State of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

If there is an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- (1) Applicable State and federal statutes and rules (See Minimum Federal Requirements - Attachment C);
- (2) Statement of Work; and
- (3) Any other provisions of the agreement, including materials incorporated by reference.

**13.01 Assignment.** The work to be provided under this Agreement and any claim arising from this agreement cannot be assigned or delegated in whole or in part by either party, without the express prior written consent of the other party. Neither party shall unreasonably withhold consent.

**14.01 Waiver.** A party that fails to exercise its rights under this agreement is not precluded from subsequently exercising its rights. A party's rights may only be waived through a written amendment to this agreement.

**15.01 Severability.** The provisions of this agreement are severable. If any provision of this Agreement or any provision of any document incorporated by reference should be held invalid, the other provisions of this Agreement without the invalid provision remain valid.

**16.01 Insurances.** DNR is a part of the State of Washington and is protected by the State's self-insurance liability program as provided by Chapter 4.92 RCW. Grantee is protected through the Washington Cities Insurance Pool (WCIA). These agencies have entered into this agreement to provide/perform the Urban Forest Strategic Plan described therein. This agreement will terminate on the date listed in the period of performance. The agencies agree to share responsibility equally for losses that arise out of this agreement. The insurance requirements of this section shall be deemed satisfied by Grantee's Proof of Coverage from WCIA evidencing the coverage limits set forth in this section.

- (1) General Insurance Requirements

At all times during the term of this agreement, the Grantee shall, at its cost and expense, buy and maintain insurance of the types and amounts listed below. Failure to buy and maintain the required insurance may result in the termination of the agreement at DNR's option.

All insurance shall be issued by companies admitted to do business in the State of Washington and have a rating of A-, Class VII or better in the most recently published edition of Best's Reports unless otherwise approved by DNR. Any exception must be reviewed and approved by the DNR Risk Manager or in the absence of, the Contracts Specialist at FMD, before the contract is accepted. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and 284-15 WAC.

Before starting work, Grantee shall furnish DNR, with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements specified in the bid/proposal, if applicable, and Agreement. Said certificate(s) shall contain the Contract number IAA-14-036/K244-12-DG-018, name of DNR Project Manager, a description, and include the State of Washington, DNR, its elected and appointed officials, agents, and employees as additional insured on all general liability, excess, umbrella and property insurance policies.

Grantee shall include all subgrantees as insureds under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each subgrantee. Subgrantee(s) must comply fully with all insurance requirements stated herein. Failure of subgrantee(s) to comply with insurance requirements does not limit Grantee's liability or responsibility.

All insurance provided in compliance with this contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by DNR. Grantee waives all rights against DNR for recovery of damages to the extent these damages are covered by general liability or umbrella insurance maintained pursuant to this Agreement.

DNR shall be provided written notice before cancellation or non-renewal of any insurance referred to therein, in accord with the following specifications.

- (1) Insurers subject to Chapter 48.18 RCW (Admitted and Regulated by the Insurance Commissioner): The insurer shall give DNR 45 days advance notice of cancellation or non-renewal. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.
- (2) Insurers subject to Chapter 48.15 RCW (Surplus lines): DNR shall be given 20 days advance notice of cancellation. If cancellation is due to nonpayment of premium, DNR shall be given 10 days advance notice of cancellation.

In lieu of the coverages required under this section, DNR at its sole discretion may accept evidence of self-insurance by the Grantee, provided Grantee provides the following:

Grantee shall provide a statement by a CPA or actuary, satisfactory to DNR that demonstrates Grantee's financial condition is satisfactory to self-insure any of the required insurance coverages.

DNR may require Grantee to provide the above from time to time to ensure Grantee's continuing ability to self-insure. If at any time the Grantee does not satisfy the self-insurance requirement, Grantee shall immediately purchase insurance as set forth under this section.

By requiring insurance herein, DNR does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to DNR in this contract.

The limits of insurance, which may be increased by DNR, as deemed necessary, shall not be less than as follows:

- (1) Commercial General Liability (CGL) Insurance: Grantee shall maintain general liability (CGL) insurance, and, if deemed necessary as determined by DNR, commercial umbrella insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 for a general aggregate limit. The products-completed operations aggregate limit shall be \$2,000,000.

CGL insurance shall be written on ISO occurrence form CG 00 01 (or substitute form providing equivalent coverage). All insurance shall cover liability arising out of premises, operations, independent Grantees, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and contain separation of insureds (cross liability) conditions.

- (2) Employers Liability (Stop Gap) Insurance: If Grantee shall use employees to perform this contract, Grantee shall buy employers liability insurance, and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with limits not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

- (3) Business Auto Policy (BAP) Insurance: Grantee shall maintain business auto liability and, if deemed necessary as determined by DNR, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01.

Grantee waives all rights against DNR for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

- (4) Workers' Compensation Insurance: Grantee shall comply with all State of Washington workers' compensation statutes and regulations. Workers' compensation coverage shall be provided for all employees of Grantee and required by contract to be provided to employees of any subgrantee or sub-subgrantee. Coverage shall include bodily injury (including death) by accident or

disease, which arises out of or in connection with the performance of this contract. Except as prohibited by law, Grantee waives all rights of subrogation against DNR for recovery of damages to the extent they are covered by workers' compensation, employer's liability, commercial general liability or commercial umbrella liability insurance.

Grantee shall indemnify DNR for all claims arising out of Grantee's, its subgrantee's, or sub-subgrantee's failure to comply with any State of Washington workers' compensation laws where DNR incurs fines or is required by law to provide benefits to or obtain coverage for such employees. Indemnity shall include all fines, payment of benefits to Grantee or subgrantee employees, or their heirs or legal representatives, and the cost of effecting coverage on behalf of such employees. Any amount owed to DNR by Grantee pursuant to the indemnity may be deducted from any payments owed by DNR to Grantee for performance of this Contract.

- (5) To the fullest extent permitted by law, Grantee shall indemnify, defend and hold harmless DNR, its officials, agents and employees, from and against all claims arising out of or resulting from the performance of the Agreement. "Claim" as used in this agreement means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorneys' fees, attributable for bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless DNR for any claim arising out of or incident to Grantee's or any subgrantee's performances or failure to perform the Agreement. Grantee's obligation to indemnify, defend, and hold harmless DNR shall not be eliminated or reduced by any actual or alleged concurrent negligence of DNR or its agents, agencies, employees and officials. Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless DNR and its agencies, officials, agents or employees.

**17.01 Complete Agreement in Writing.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties.

**18.01 Contract Management.** The Project Coordinator for each of the parties shall be the contact person for this agreement. All communications and billings will be sent to the project coordinator.

**19.01 Project Coordinators.**

- (1) The Project Coordinator for the Grantee is Stacey Ray. Telephone Number 360-753-8046.
- (2) The Project Manager for DNR is Linden Lampman, Urban and Community Forestry Program Manager, Telephone Number 360-902-1703.

**IN WITNESS WHEREOF, the parties have executed this Agreement.**

Grantee

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

DUNS # \_\_\_\_\_

Approved as to Form

  
Assistant City Attorney

STATE OF WASHINGTON  
DEPARTMENT OF NATURAL RESOURCES

Dated: \_\_\_\_\_, 20\_\_

By: \_\_\_\_\_  
Albert Kassel

Title: Division Manager

Address: 1111 Washington St SE  
Olympia, WA 98504-7037

Interagency Agreement  
Approved as to Form 9/29/97  
By the Assistant Attorney General  
State of Washington

Received by:

FEB 28 2014

Resource Protection



**2014 Community Forestry Assistance Grant Proposal  
APPLICATION FORM**

Project name (five words or less) Urban Forest Strategic Management PlanLocation (City) Olympia Tree City USA  Y  NName of Applicant (Organization) City of OlympiaDaytime Phone # (360) 753-8046 Applicant's Federal I.D. Number 91-6001261Address of Applicant PO Box 1967City Olympia State WA Zip 98507Contact Person Stacey Ray Daytime Phone # (360) 753-8046Fax # (360) 753-8087 E-mail Address sray@ci.olympia.wa.us

Brief Description of Project and Objective:

Olympia's project objective is to develop a Urban Forest Strategic Management Plan.

Is this project currently funded through another entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Was this project previously funded through another entity?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

DNR funds requested	from budget work sheet	\$ <u>10,000.00</u>
Applicant share	from budget work sheet	\$ <u>5,425.00</u>
In-kind share	from budget work sheet	\$ <u>1,107.00</u>
Cash share	from budget work sheet	\$ <u>          </u>
Total amount of project	from budget work sheet	\$ <u>16,532.00</u>

By signing this grant proposal application form, the undersigned agrees that all information is accurate to the best of their knowledge.

Stacey Ray, Associate Planner

Name and Title of Authorized Representative

2/28/14  
DateStacey Ray

Signature of Authorized Representative

2/28/14  
Date



## **2014 Community Forestry Assistance Grant Proposal: Urban Forest Strategic Management Plan**

*City of Olympia*

### Section 4.2 Overall Project

#### *Background*

The City of Olympia first established its Urban Forestry Program (Program) in the early nineties. At one point, it was staffed by three full-time professionals and was responsible for a variety of management activities: regulatory development review, street tree planting, tree risk management, and education and outreach. The City's program was often cited as a regional model for best practices, and frequently initiated innovative and new projects.

However, when the national recession began to impact the City budget in 2008, the once-thriving program was significantly curtailed by funding reductions. Special projects were halted, followed by the elimination of a very popular neighborhood street tree planting program. The Urban Forester position was reduced to half-time in 2011 with additional duties added in 2012. A major winter storm in 2012 depleted funds for tree risk management, and competing demands on the Parks, Arts, and Recreation Department staff left few resources for street tree maintenance.

Since that time, the Program has continued, but only providing core services with an emphasis on administering the tree protection and replacement development regulations and very limited tree risk mitigation. The impacts of such a drastic reduction are beginning to be felt as street trees citywide need to be assessed, pruned, removed, and replaced.

City staff members have made efforts to respond to the emerging needs; however, responses are often temporary measures that are not sustainable, long-term solutions. Continued funding limitations have also impacted the City's ability to coordinate and prioritize urban forestry activities across departments.

The City Council has become increasingly aware of the worsening situation, but in particular earlier this year when downtown residents and business owners were alerting Councilmembers to concerns about trees impacting street lights

and downtown safety. With their attention on street trees, the City Council has asked staff to take a clear, hard look at what needs to be done, and what funding sources are needed to respond to the community and maintain a safe and healthy urban forest citywide.

### *Commitment*

Olympia has been a Tree City USA for over 20 years, and despite the recent reductions in education and programming, there is a widespread awareness of the benefits of trees and strong community support for urban forestry. For example, the City is in the final phase of adopting an updated Comprehensive Plan (Plan) to guide how the City will grow and develop over the next 20 years. During the visioning and comment phases of the update, citizens commented often that trees play an integral role in Olympia staying a desirable place to live and work. The Plan's proposed vision statement imagines "[a] dense tree canopy throughout the City [that] provides aesthetic, health, environmental, and economic benefits." Policies throughout the Plan support tree preservation, protection, and planting.

Secondly, a new sub-committee of the City's Parks, Arts, and Recreation Advisory Committee (PRAC) has formed around urban forestry issues. This sub-committee is made up of PRAC members, members of the Olympia Planning Commission and Utility Advisory Committee, and community members with an interest or expertise in the care of trees. This group has taken a committed "grass roots" approach to learning about the City's existing resources and developing recommendations for how to enhance the urban forestry program.

The Council has recently responded to community input and concern, and staff concerns by giving staff two important directives: address the downtown street trees immediate maintenance needs, and provide recommendations how best to restore urban forest management services to the community. The second half of the directive comes at a critical point for the Urban Forestry Program.

### *Planning*

The City Council directive and dedication of partial funding has created an opportunity for the City to develop an Urban Forest Strategic Management Plan (Management Plan) for Council consideration. However, with only a half-time

Urban Forester and very little staff capacity elsewhere to develop the Management Plan, the City is applying for a Community Forestry Assistance Grant to hire a professional consultant to work with the PRAC Sub-Committee and provide recommendations based on best management practices that ensure a new unbiased, fresh, and professional approach.

The purpose of developing the Management Plan is to determine recommendations for the City Council on how the Program should best be organized, administered, and funded going forward. There is a need to realign the Program framework to better reflect existing conditions, as well as enable the City to be prepared to capitalize on a number of new and exciting opportunities to:

- Commit to collaborating with the non-profit Forterra on developing a Green Cities Partnership, which would significantly expand the capacity and impact of the City's existing Parks Stewardship Program;
- Engage volunteers who are passionate about urban forestry, like the PRAC sub-committee that is meeting regularly to discuss issues;
- Integrate innovative new land cover analysis data into the City's urban forestry management practices;
- Design and implement green infrastructure for a new streetscape frontage for a major downtown transportation corridor downtown with technical design assistance from the Environmental Protection Agency;
- Complete a widespread revision to the Development Code to integrate new low impact development best practices as required by the Washington State Department of Ecology in 2016.

To provide the City Council with recommendations in response to their directive, the consultant will be asked to address the following objectives in developing a Management Plan for the City:

- Identify key challenges the program faces moving forward;
- Identify the resources available, including funding, policies and regulations, technical expertise, data, and software, tools or equipment;
- Identify goals and areas of action for addressing the key challenges;
- Identify resources needed to implement the goals and actions;
- Provide options for how the program can be organized and administered;
- Provide options for how to engage community volunteers; and
- Make recommendations for short and long-term implementation.

If selected, the City would begin work on executing the grant proposal immediately. This would support having the consultant's work completed by September for Council's discussions on next year's budget allocations.

### *Support*

Support for this initiative is strong. Staff from Community Planning and Development, Public Works, and Parks, Arts, and Recreation all recognize that there is a need to efficiently direct existing resources, define department and staff roles, and determine a long-term model for managing the urban forest going forward. The disjointed and reactive model in place now is not efficient or sustainable.

The City Council has provided clear direction to staff to bring forward recommendations for how to continue the Urban Forestry Program. They have further supported this directive with the equivalent of a quarter-employee in funding; however, not enough to fund a well-developed, in-depth analysis and recommendations as needed for a long-term and sustainable solution.

Lastly, through formal planning processes, City's Advisory Committees, and comments directed to the City Council, community members have expressed a strong desire to see the City develop a Management Plan. Please see an enclosed letter of support from Mr. Thad Curtz and Mr. Robert Dengel, both of whom in their Advisory Committee roles have engaged in discussions on the future of urban forest management in Olympia.

### *Impacts*

The national recession sent a clear message to local governments that the way some services are provided makes them extremely vulnerable to economic conditions. Urban Forestry was one program area that suffered greatly during the last few years; however, the experience is one that creates an opportunity to reflect on what it means for a program to be "sustainable."

By working closely with a consultant, across departments, and in consultation with community members, Olympia has an opportunity to recreate an Urban Forestry Program from a new perspective emphasizing resilience and nimbleness to better adapt to changing environmental and economic conditions.

A resilient and adaptive Program may include diversifying skillsets, greater community participation and investment, innovative funding sources, new partnerships, or training across departments. Being adaptive also means ensuring regular program evaluation and an ability and willingness to make adjustments as needed.

The City will benefit from having a Management Plan, because it will establish:

- An inventory of existing expertise, tools, and funding resources;
- Department roles and responsibilities;
- Actions to implement the new Comprehensive Plan; and
- Considerations for management and Council annual budgeting process.

### *Budget*

It is our intent to use \$10,000 in grant funds to hire a consultant to prepare the Management Plan. Matching funds will be provided in the form of staff time (from Community Planning and Development, Parks, Arts, and Recreation, and Public Works) and volunteer time (City Advisory Committees and Commissions).

Please see attached Budget Worksheet for additional details. While we anticipate that there will be a significant dedication of staff and volunteer time to support the consultant; the worksheet includes estimates, which may vary depending on the consultant hired and the extent of staff support required.

### *Follow-up Activities*

Staff will first submit the Management Plan findings to Council for budget and work plan approval so they can be implemented; we will position us to meet and exceed current professional standards. Staff will also be able to take full advantage of emerging opportunities, such as entering into a partnership with Forterra and updating the tree preservation regulations for low impact development.

Lastly, the City will be better positioned to seek grants to complete a citywide tree inventory and update the existing Master Street Tree Plan. Both of which are critical next steps for sustainable long-term management of the urban forest.



February 28, 2014

Ms. Nicki Eisfeldt  
UCF Grant Coordinator  
1111 Washington Street SE  
Olympia, Washington 98501  
MS-47037

Dear Ms. Eisfeldt:

We are writing, as the Chair of Olympia's Utility Advisory Committee and the Chair of the City's Parks and Recreation Advisory Committee's sub-committee on urban forestry, to support the City's application for a Community Forestry Assistance Grant.

The strains the recent recession placed on the City's budget have resulted in successive and ultimately dramatic reductions in the funding and staff available to support and develop Olympia's urban forestry resources. However, the community's interest in trees and desire to have more of them has not waned. As a result, there's been increasing public concern about the cuts. In the last 18 months, as the City's financial situation has begun to improve, both the Parks and Recreation Committee and the Utility Advisory Committee, which advises the Council about storm and surface water issues, have had ongoing discussions about how to restore and expand the City's forestry programs. These led to the establishment of our subcommittee, which is about to complete a set of general policy recommendations to the Council.

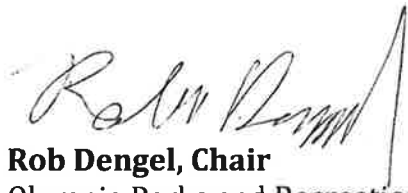
One of the first of these will be the need for a new Urban Forestry Plan; the current plan was completed in 2001, and only dealt with the management of street trees, not the long-term support and development of the City's canopy as an integrated whole. Since then, Olympia has grown and expanded a lot; the responsibilities for trees in the City have ended up parceled-out among a number of departments which communicate only intermittently; and ongoing research has added significantly to our understanding of the ecosystem services provided by urban forests. Citizens, the members of our Committees, staff, and Council all want to take a thorough and careful look at what our priorities, policies, and strategies should be in order to rebuild this program as effectively and successfully as we can.

This year's operating budget set aside some money for staff to draft a new plan, and we expect volunteer citizen participation will provide some help in that process. However, there's still not a

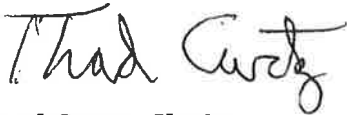
Ms. Nicki Eisfeldt  
UCF Grant Coordinator  
February 28, 2014  
Page 2

lot of money available considering the amount of work that we think needs to be done. This grant would provide really valuable additional funding for this project, and we hope you will support it.

Best wishes,

A handwritten signature in black ink, appearing to read "Rob Dengel". The signature is written in a cursive style with a prominent vertical stroke at the end.

**Rob Dengel, Chair**  
Olympia Parks and Recreation Advisory Committee's  
Subcommittee on Urban Forestry

A handwritten signature in black ink, appearing to read "Thad Curtz". The signature is written in a cursive style with a prominent vertical stroke at the end.

**Thad Curtz, Chair**  
Olympia Utility Advisory Committee

**BUDGET WORKSHEET**Applicant City of OlympiaProject Name Urban Forest Strategic Management Plan

ITEM	Grant	Applicant	In-Kind	Cash	TOTAL
Project Consultant, 100 hours @ \$100	\$10,000				
City Staff Project Support (research interviews, data collection, etc.)					
Various City Staff, 150 hours @ \$35		\$5,250			
Community Advisory Committee hours, 50 hours @ \$22.14			\$1,107		
Website and Social Media, City Staff, 5 hours @ \$35		\$175			
<b>TOTAL</b>	<b>\$ 10,000</b>	<b>\$ 5,425</b>	<b>\$ 1,107</b>	<b>\$</b>	<b>\$ 16,532</b>

Community Forestry Assistance Grant requests must be a minimum of \$3,000  
and may not exceed \$10,000.



## MINIMUM FEDERAL PROVISIONS

The Sub-recipient shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this agreement. "Sub-recipient" means the agency, firm, provider, organization, individual, or other entity performing services under this Agreement and shall include all employees of the Sub-recipient. The following list identifies specific federal provisions that may apply to the Sub-recipient under this Agreement but does not identify all such provisions.

**1. Cost Principles.** By accepting Federal assistance, the Sub-recipient agrees to abide by the applicable Office of Management and Budget (OMB) Circulars in the expenditure of federal funds and performance under this program. Below are the applicable Circulars.

OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments (2 Code of Federal Regulations (CFR) part 225).

OMB Circular A-122 – Cost Principles for Non-Profit Organizations (2 CFR part 230).

**2. Administrative Requirements.** OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments (7 CFR 3015, 7 CFR 3016, 2 CFR 225)

OMB Circular A-110 – Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (2 CFR part 215).

**3. Audit Requirements.** OMB Circular A-133 – Audits of States, Local Governments, and Non-Profit Organizations. Only non-federal entities that expend \$500,000 or more federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, as amended, OMB Circular A-133. Sub-recipients expending less than \$500,000 in a year are exempt from federal audit requirements but must make records available for review or audit by federal agencies or DNR (7 CFR part 3025).

**4. Executive Compensation.** Sub-recipients must report the names and total compensation of each of the Sub-recipient's five most highly compensated executives for the Sub-recipient's preceding completed fiscal year to DNR by the end of the month following the month of the effective date of this Agreement, if:

In the Sub-recipient's preceding fiscal year, the Sub-recipient received-

- i.) 80 percent of more of its annual gross revenues from Federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, as defined a 2 CFR § 170.320 (and sub-awards); and
- ii.) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and sub-contracts) and federal financial assistance subject to the Transparency Act, (and sub-awards); and
- iii.) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a) 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

**5. Trafficking in Persons.** The following prohibition statement applies to Sub-recipient, and all Sub-awardees of the Sub-recipient. Sub-recipient must include this statement in all sub-awards made to any private entity under this agreement.

YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES' EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AGREEMENT IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AGREEMENT IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AGREEMENT OR THE SUB-AWARDS UNDER THIS AGREEMENT. SUB-RECIPIENT MUST INCLUDE THE ABOVE REQUIREMENTS IN ANY SUB-AWARD UNDER THIS AGREEMENT.

**6. Eligible Workers.** Sub-recipient shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC § 1324a). Sub-recipient shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any sub-award under this agreement.

**7. DUNS and CCR Requirements.** Unless otherwise exempted from this requirement under 2 C.F.R § 25.110, Sub-recipient must maintain the currency of its information in the Central Contractor Registration (CCR) until submission of its final financial report required under this Agreement or Sub-recipient receives final payment, whichever is later.

Sub-recipient may not make a sub-award to any entity unless the entity has provided its Dun and Bradstreet Data Universal Numbering System (DUNS) number to Sub-recipient. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform> ).

**8. Debarment and Suspension.** Sub-recipient certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal department or agency. Sub-recipient shall immediately inform the Federal funding agency and DNR if they or any of its principals become excluded, debarred, or suspended from entering into covered transactions with the federal government

according to the terms of 2 CFR Part 180. Additionally, should Sub-recipient or any of its principals receive a transmittal letter or other official federal notice of debarment or suspension they shall notify the Federal funding agency and DNR without undue delay. This applies whether the exclusion, debarment or suspension is voluntary or involuntary.

Sub-recipients are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. "Covered transactions" include those procurement contracts for goods and services awarded under a non-procurement transaction (e.g., grant or cooperative agreement) that are expected to equal or exceed \$25,000 or meet certain other specified criteria. 2 C.F.R. § 180.220 of the government-wide non-procurement debarment and suspension guidance contains those additional circumstances. All non-procurement transactions (i.e., sub-awards), irrespective of award amount, are considered covered transactions.

When a Sub-recipient enters into a covered transaction with an entity at a lower tier, the Sub-recipient must verify that the entity is not suspended or debarred or otherwise excluded. This verification may be accomplished by checking the *Excluded Parties List System (EPLS)* maintained by the General Services Administration (GSA), collecting a certification from the entity, or adding a clause or condition to the covered transaction with that entity (2 C.F.R. § 180.300)

**9. Drug-Free Workplace.** Sub-recipient agrees to make a good faith effort, on a continuing basis, to maintain a drug-free workplace as a condition for receiving this sub-award. Sub-recipient shall:

- a) Publish a drug-free workplace statement and establish a drug-free awareness program for its employees; and
- b) Take actions concerning employees who are convicted of violating drug statutes in the workplace.

Sub-recipient shall identify all known workplaces under this Agreement and keep this information on file during the performance of this agreement.

**10. Non-Discrimination.** During the performance of activities under this Agreement, the Sub-recipient shall comply with all federal and state non-discrimination laws, regulation and policies. In the event of the Sub-recipient's non-compliance or refusal to comply with any non-discrimination law, regulation or policy, this Agreement may be rescinded, cancelled or terminated in whole or in part, and the Sub-recipient may be declared ineligible for further agreements with DNR.

In accordance with Federal law and U.S. Department of Agriculture/Department of Interior policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

USDA – To file a complaint of discrimination write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue SW, Washington, D.C. 20250-9410 or call (202) 720-5964.

DOI – The formal complaint should be filed by you or your representative, using Department of the Interior Form DI-1892, with the Bureau or Office EEO Officer where the alleged discriminatory incident occurred or with the Director, Office for Equal Opportunity, 1849 C Street N.W., MS-1442 MIB, Washington, D.C. 20240. The DI-1892 form may be obtained from the EEO Counselor or the Bureau EO Office.

If you are filing a complaint against another agency go to <http://www.hhs.gov/ocr/civilrights/complaints/index.html>, for more information.

**10. Lobbying.** Sub-recipient shall not use funds from this Agreement to pay any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the Sub-recipient shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

Sub-recipient shall include the above language in documents for all sub-awards under this Agreement at all tiers.

**12. Other Grant Specific Requirements.** Identify other grant-specific federal requirements here unless already addressed in the Agreement and number each of them sequentially.

Note: For further information related to federal requirements that may apply to Sub-recipient under this Agreement, go to: <http://www.whitehouse.gov/omb/grants>