

May 29, 1992
DM/lk 303N.2

Introduced by: RON SIMS

Proposed No.: 92-418

ORDINANCE NO. **10480**

AN ORDINANCE appropriating \$7,250 to the Grants Fund for the 1992 Boating Safety Program, and amending Ordinance No. 10182, Section 76, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted an appropriation of \$7,250 to the Grants Fund from the Washington State Parks and Recreation Commission Contract No. 92-150-10 for the 1992 Boating Safety Program, Grant File No. 212/122.

SECTION 2: Ordinance No. 10182, Section 76, as amended, is hereby amended by adding thereto and inserting therein the following:

GRANTS FUND - From the Grants Fund, there is hereby appropriated to:

Grants \$7,250

INTRODUCED AND READ for the first time this 12th day of June, 1992.

PASSED this 20th day of July, 1992.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Audrey L. Geyer
Chair

ATTEST:

Gerald A. Pott
Clerk of the Council

APPROVED this 30th day of July, 1992.

Jim Hill
King County Executive

10480 ORIGINAL

STATE OF WASHINGTON

WASHINGTON STATE PARKS AND RECREATION COMMISSION

BOATING SAFETY PROGRAM CONTRACT NUMBER 92-150-10

WHEREAS, the State of Washington, acting by and through the Washington State Parks and Recreation Commission (STATE PARKS), pursuant to the provisions of Chapter 43.51, Revised Code of Washington (RCW), and Chapter 352-64, Washington Administrative Code (WAC) entitled The State Boating Safety Grant and Contract Program, administers funds available for boating safety, safety education, and law enforcement programs, and

WHEREAS, King County acting by and through King County Department of Public Safety (RECIPIENT), desires to provide services in aid of such programs by undertaking certain boating safety responsibilities described herein.

NOW, THEREFORE, STATE PARKS and the RECIPIENT do hereby mutually agree as follows:

SECTION 1: PROGRAM REQUIREMENTS AND PURPOSE

General Boating Program Requirements

The RECIPIENT shall use funds to provide assistance to recreational boaters. The RECIPIENT shall meet the minimum requirements of CHAPTER 352-64 WAC, The State Boating Safety Grant and Contract Program. RECIPIENTS providing enforcement services shall also comply with WAC 352-65-040, unless otherwise approved in writing by STATE PARKS. All services and expenditures under this Contract shall be completed by December 31, 1992.

Specific Boating Safety Program Requirements

The description of the RECIPIENT'S Boating Safety Program and the Program Budget are contained in Attachment "A" and "B", which by this reference are incorporated herein. The Boating Safety Program Description, Attachment "A" and the Program Budget Attachment "B" were approved by the Washington State Parks and Recreation Commission action on December 6, 1991. Failure to maintain a program which meets the requirements of Chapter 352-64 WAC and according to Attachments "A" and "B", shall be construed as a violation of this section of the Contract.

The RECIPIENT shall provide a minimum of fifty percent (50%) matching contributions through program expenditures, in-kind services and/or volunteer contributions, EXCEPT the RECIPIENT'S matching requirement may be reduced to not less than twenty-five percent (25%), with the prior approval of STATE PARKS, if the RECIPIENT has demonstrated it is initiating a boating safety program or continuing its boating safety program into the second year.

The RECIPIENT shall comply with the 1992 Boating Safety Program Financial Guidelines and Procedures, as amended, if applicable, which have been provided by State Parks.

SECTION 2: TERM AND ACCEPTANCE

The Contract shall commence on the date last written below, and terminate on January 31, 1993, unless terminated earlier under the provisions hereof.

In the event the RECIPIENT fails to accept the Contract offer made by STATE PARKS within 120 days after STATE PARKS' approval of project funding, or by any date mutually agreed upon in writing by the parties for commencement of work, STATE PARKS reserves the right to rescind this offer.

In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this Contract, or by any date mutually agreed upon in writing for the commencement of work, STATE PARKS reserves the right to terminate this Contract.

The RECIPIENT shall submit to STATE PARKS, on a form provided by STATE PARKS, a Program Implementation Schedule. No reimbursements for program costs by STATE PARKS shall occur prior to receiving the schedule.

SECTION 3: REDUCTION IN FUNDING

Funding under this Contract is contingent upon the availability of federal funds and continued federal authorization for program activities, and is subject to amendment or termination due to lack of funds or authorization.

Failure of the RECIPIENT to meet performance standards, or production projections, or comply with federal or state requirements may result in reduction of funds.

SECTION 4: ADJUSTMENTS IN PROGRAM COSTS

The maximum financial assistance available from STATE PARKS for the purpose of carrying out the approved boating safety program as described in Attachment "B" is \$7,250. With the exception of the transfer of funds allotted for training allowances, the RECIPIENT may make a ten percent (10%) transfer among line items within and/or among budget categories. In no event shall the cumulative amount transferred exceed ten percent (10%) of the Contract amount. The RECIPIENT shall notify STATE PARKS of any such transfers. All other budget changes require prior written approval of STATE PARKS. In no event shall expenditures exceed the maximum financial assistance.

SECTION 5: REIMBURSEMENT

In consideration for the performance of the boating safety program described in Section 1 above, STATE PARKS will reimburse the RECIPIENT for an amount not to exceed the maximum financial assistance authorized hereunder. Such reimbursement shall only be applied by the RECIPIENT to the actual costs incurred in accomplishing this program.

Funding provided by STATE PARKS will be contingent upon the RECIPIENT'S provision of boating safety services described in the RECIPIENT'S Boating Safety Program Description, and complying with minimum requirements for the expenditure of the RECIPIENT'S matching funds and/or provisions of the RECIPIENT'S in-kind contributions as described in Section 1 of this Contract. In the event the RECIPIENT fails to comply with minimum requirements for matching funds and/or in-kind contributions by the end of the Contract period, STATE PARKS may require the RECIPIENT to return to STATE PARKS any funds reimbursed by STATE PARKS for which there is less than the minimally required matching funds and/or in-kind contributions.

The RECIPIENT may request reimbursement on a quarterly basis within 20 days after March 31, June 30, September 30, and December 31, for work performed or costs incurred for STATE PARKS' share of the boating safety program costs incurred during that quarter or any previous quarter; or, at a mutually agreed upon date. At a minimum, the RECIPIENT shall submit requests for reimbursement, as necessary, within 20 days after June 30, and December 31.

Reimbursement shall be made to the RECIPIENT upon receipt of billing and report forms provided by STATE PARKS and approval of any and all other documentation required by STATE PARKS evidencing work performed or costs incurred in carrying out the approved boating safety program as described in Attachments "A" and "B". (SEE ALSO SECTION 6: REPORTING REQUIREMENTS.)

Any expenditures made by the RECIPIENT prior to the date of commencement of this Contract are not reimbursable under this Contract.

SECTION 6: REPORTING REQUIREMENTS

Reporting requirements shall include, but not be limited to, the reports listed below.

Report	Due Date
Summary of Activities Report	20 days after June 30 and December 31, and annually thereafter, if applicable
1992 Boating Program Accomplishments Report	20 days after December 31

The RECIPIENT shall submit all other reports as required in the Boating Safety Program Financial Guidelines and Procedures. (SEE ALSO SECTION 5: REIMBURSEMENT.)

SECTION 7: RECORDS

The RECIPIENT shall compile and maintain complete, detailed, and accurate records and accounting of all funds expended under this Contract. FURTHERMORE, the RECIPIENT shall make such records and accounting available to STATE PARKS, or to any other agency of the state of Washington responsible for reviewing or auditing STATE PARKS transactions, or to any agency or independent auditing

authority seeking to verify the compliance of STATE PARKS or the RECIPIENT with the requirements of the National Recreational Boating Safety Financial Assistance Program, for audit purposes at any time during the term of the Contract, and for a period of three (3) years thereafter.

The RECIPIENT shall submit to such field and/or performance audits as deemed necessary or advisable by STATE PARKS for the purpose of monitoring compliance with this Contract at any time during the term of the Contract.

SECTION 8: AUDITS

The RECIPIENT shall be responsible for obtaining audits in accordance with the "Single Audit Act of 1984" (31 U.S.C. 7501-7) and Federal agency implementing regulations for the period of this Contract. The audits shall be conducted by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits.

The RECIPIENT shall resolve, to the satisfaction of STATE PARKS, all audit findings pertaining to funds provided under this Contract. STATE PARKS may recover disallowed/questioned costs disclosed in the final audit.

The RECIPIENT shall submit a copy of the audit to STATE PARKS.

SECTION 9: PROCUREMENT AND INVENTORY

The RECIPIENT shall follow its established and written procurement guidelines as well as applicable federal, state and local laws. In the absence of established and written procurement guidelines, the RECIPIENT shall comply with procurement guidelines provided by STATE PARKS. The RECIPIENT shall comply with property management guidelines provided by STATE PARKS.

SECTION 10: PATROL VESSEL ACQUISITION

In the event ATTACHMENT B, PROGRAM BUDGET, of the Contract includes the purchase of a patrol vessel, the RECIPIENT shall comply with Minimum Manufacturer Standards for a Basic Patrol Boat - Type I, as amended, if applicable, provided by STATE PARKS. Any exceptions to these standards shall be approved in writing by STATE PARKS.

SECTION 11: ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES

The RECIPIENT shall comply with 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, and OMB Circular No. A-87, Revised, Cost Principles for State and Local Governments.

SECTION 12: WATERWAY MARKINGS

A RECIPIENT which undertakes waterway marking activities shall comply with Chapter 352-66 WAC. Furthermore, the RECIPIENT shall be responsible for obtaining, if applicable, permits required for the installation of waterway markings.

SECTION 13: HOLD HARMLESS

STATE PARKS and the RECIPIENT each agree to be responsible and assume liability for their own wrongful and/or negligent acts or omissions, or those of their officers, agents, or employees to the fullest extent required by law, and agree to save indemnify, defend and hold the other party harmless from any such liability. In the case of negligence of more than one party, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

SECTION 14: OUTSIDE COOPERATION AND ASSISTANCE

This Contract shall not be construed as in any manner limiting or restricting the RECIPIENT'S ability to develop, administer, operate, or maintain other boating safety programs or projects, either by itself or in cooperation with other public or private agencies, organizations, or individuals, nor shall this Contract be construed as the exclusive manner in which the boating safety program(s), project(s), or services(s) detailed above may be funded, PROVIDED, however, if the RECIPIENT receives funding for such program(s), project(s), or service(s) from outside sources other than STATE PARKS, STATE PARKS shall not be billed hereunder for any services performed with such outside funds received by the RECIPIENT. To the extent that it is practical and feasible, the RECIPIENT will solicit participation or suggestions from recreational boaters familiar with the RECIPIENT'S project area(s) in accomplishing the program(s), project(s), and service(s) detailed herein.

SECTION 15: USE OF NONEXPENDABLE PERSONAL PROPERTY

Personal property purchased in part or in whole by funds provided by STATE PARKS is subject to the property management standards of STATE PARKS. Such personal property shall continue to be used for the purposes for which it was purchased, whether or not the program continues to be supported by The State Boating Safety Grants and Contracts Program. STATE PARKS shall have the right to acquire such personal property from the RECIPIENT in the event such personal property is not being used for the purposes for which it was purchased. STATE PARKS' acquisition costs of any personal property purchased under this Section which STATE PARKS at its sole discretion elects to purchase from the RECIPIENT, shall be computed by applying the percentage of the RECIPIENT'S cash participation in the cost of the original personal property to the current fair market value of the personal property, in addition to the fair market value of any improvement made to such personal property by the RECIPIENT.

The RECIPIENT may retain the property for other uses, provided that compensation is made to STATE PARKS. The amount of compensation shall be computed by applying the percentage of STATE PARKS' participation in the costs of the original personal property to the current fair market value of the personal property.

In the event the RECIPIENT desires to dispose of the property, the RECIPIENT shall submit a written request to State Parks for disposition instructions.

SECTION 16: OWNERSHIP OF PROJECT MATERIALS

All finished or unfinished documents, data, studies, surveys, drawings, models, photographs, films, duplicating plates, computer disks, and reports prepared by the RECIPIENT under this Contract shall be for the common use of both the RECIPIENT and STATE PARKS. STATE PARKS may duplicate, use, and disclose in any manner and for any purpose whatsoever, all materials prepared under this Contract.

The RECIPIENT shall have prior approval of STATE PARKS to produce patents, patent rights, inventions, original books, manuals, films, or other patentable or copyrightable materials in whole or part with funds received under this Contract. STATE PARKS reserves the right to determine whether protection of inventions or discoveries shall be disposed of and administered in order to protect the public interest. Before the RECIPIENT copyrights any materials produced with funds under this Contract, STATE PARKS reserves the right to negotiate a reasonable royalty fee and agreement.

SECTION 17: NONDISCRIMINATION

The RECIPIENT shall not discriminate against any employee or applicant for employment, nor exclude any person from the benefits of, or deny participation to any person in any of the boating safety programs or projects funded hereunder on account of race, creed, color, sex, age, handicap or national origin.

SECTION 18: TERMINATION

If, through any cause, the RECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the RECIPIENT shall violate any of its obligations under this Contract, STATE PARKS shall thereupon have the right to terminate this Contract and withhold the remaining funds if such default or violation is not corrected within 20 days after receiving written notice from STATE PARKS to the RECIPIENT describing such default or violation.

Notwithstanding any provisions of this Contract, either party may terminate this Contract by providing written notice of such termination, specifying the effective date thereof, at least 30 days prior to such date.

Reimbursement for RECIPIENT services performed, or personal property purchased, and not otherwise paid for by STATE PARKS prior to the effective date of such termination, shall be as STATE PARKS reasonably determines.

SECTION 19: VENUE

This Contract shall be governed by the laws of the state of Washington. Venue shall be only in Thurston County.

SECTION 20: ENTIRE AGREEMENT/MODIFICATION

This document contains the entire Contract of the parties with respect to the subject matter hereof, and may not be modified except by mutual written agreement of the parties hereto.

SECTION 21: SURVIVAL

Section 7, Records; Section 8, Audits; Section 9, Procurement and Inventory; Section 13, Hold Harmless; Section 15, Use of Nonexpendable Personal Property; Section 16, Ownership of Project Materials; Section 17, Nondiscrimination; and Section 19, Venue; shall survive the termination of this Contract.

RECIPIENT

WASHINGTON STATE PARKS AND RECREATION COMMISSION

By: *[Signature]*

By: _____

Title: *KING COUNTY EXECUTIVE*

Title: _____

Date: *3/12/92*

Date: _____

Approved as to form:

KENNETH O. EIKENBERRY
Attorney General

By: *[Signature]*
Assistant Attorney General

Date: *2/28/92*

1992 BOATING SAFETY PROGRAM
 PROGRAM BUDGET

	STATE FUNDS REQUESTED	LOCAL MATCHING CONTRIBUTIONS	TOTAL ELIGIBLE COSTS
1. DIRECT COSTS (continued)			
F. Maintenance and Repairs			
Repair/Maintenance and Supplies	\$0.00	\$16,000.00	\$16,000.00
Repairs, Other	\$0.00	\$6,000.00	\$6,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Maintenance & Repairs Total	\$0.00	\$22,000.00	\$22,000.00
G. Goods & Services			
Brochures, approx. 13,000	\$1,000.00	\$0.00	\$1,000.00
Gasoline and Oil, Vessels	\$0.00	\$11,500.00	\$11,500.00
Operating Supplies, Misc.	\$0.00	\$12,000.00	\$12,000.00
Goods & Services Total	\$1,000.00	\$23,500.00	\$24,500.00
H. Consultant & Cont. Svcs.			
Space and Vessel Slip Rental	\$0.00	\$29,220.00	\$29,220.00
Motor Pool	\$0.00	\$23,414.00	\$23,414.00
Consultant & Cont. Svcs Total	\$0.00	\$52,634.00	\$52,634.00
2. IN-KIND CONTRIBUTIONS			
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
In-kind Contributions Total	\$0.00	\$0.00	\$0.00
3. IN-DIRECT COSTS			
1991 King County Direct Costs	\$0.00	\$85,680.00	\$85,680.00
(Rate for Marine Services is	\$0.00	\$0.00	\$0.00
15.4 %.)	\$0.00	\$0.00	\$0.00
In-Direct Costs Total	\$0.00	\$85,680.00	\$85,680.00
=====			
PROGRAM TOTALS	\$7,250.00	\$642,045.00	\$649,295.00
=====			

The components of the Program Description referencing Personal Watercraft was deleted to reflect the program as approved by the Washington State Parks & Recreation Commission on December 6, 1991.

ATTACHMENT **10480**
King County
King County Department of Public Safety
Contract No. 92-150-10

BOATING SAFETY PROGRAM DESCRIPTION

- A. Summarize the objectives of the proposed program.
 - B. Specify: equipment make and model; training course name, content, and location; patrol or course offering schedules. Attach an additional sheet if needed. Do not exceed one additional sheet.
- =====

King County received a Grant in 1988 from Washington State Parks for the purchase of regulatory buoys to educate and advise boaters of the eight-mile and hour speed limit close to shore. These have proved to be an invaluable tool for education and enforcement for the marine officers. This resulted in a reduction of complaints and violations in areas where these buoys were located. We are requesting 25 buoys to replace those original buoys obtained in 1988 due to loss, theft, and damage. These replacement buoys will not be first-time placement, only replacement of the original buoys. The buoy placement has provided the Marine Unit and the public with an effective educational and regulatory tool. We would like to continue this with a replacement program which will insure a uniform regulatory buoy program throughout King County.

May 28, 1992
DM/lk 303S.2

Introduced by: RON SIMS
Proposed No.: 92-447

ORDINANCE NO. **10481**

AN ORDINANCE appropriating \$33,500 to the Grants Fund for the Golf Course Best Practices Manual, and amending Ordinance No. 10182, Section 76, as amended.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. There is hereby approved and adopted an appropriation of \$33,500 to the Grants Fund from several donors for the development of a Golf Course Best Management Practices Manual, Grant File No. 216/122.

SECTION 2: Ordinance No. 10182, Section 76, as amended, is hereby amended by adding thereto and inserting therein the following:

GRANTS FUND - From the Grants Fund - Operating, there is hereby appropriated to:

Grants \$33,500

INTRODUCED AND READ for the first time this 29th day of June, 1992

PASSED this 20th day of July, 1992.

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Andy Linger
Chair

ATTEST:

Ronald A. Peterson
Clerk of the Council

APPROVED this 31st day of July, 1992.

Jim Hill
King County Executive