

**FEDERAL CLEAN WATER ACT  
SECTION 319 NONPOINT SOURCE FUND (SECTION 319)  
FUNDING AGREEMENT**

**BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
MASON COUNTY PUBLIC HEALTH**

**G1000122**

**NORTH SHORE HOOD CANAL POLLUTION IDENTIFICATION  
AND CORRECTION PROJECT**



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**FEDERAL CLEAN WATER ACT  
SECTION 319 NONPOINT SOURCE FUND  
FUNDING AGREEMENT BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
MASON COUNTY PUBLIC HEALTH**

THIS is a binding agreement between the state of Washington Department of Ecology (DEPARTMENT) and Mason County Public Health (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

**PART I. GENERAL INFORMATION**

Project Title:	North Shore Hood Canal Pollution Identification and Correction
Grant Number:	G1000122
State Fiscal Year:	FY 2010
RECIPIENT Name:	Mason County Public Health
Mailing Address:	PO Box 1666 Shelton, WA 98584
Federal Taxpayer ID Number:	91-6001354
Total Cost:	\$250,000.00
Total Eligible Cost:	\$250,000.00
DEPARTMENT Share:	\$187,500.00
RECIPIENT Share:	\$62,500.00
DEPARTMENT Maximum Percentage:	75%

**CHECK ALL THAT APPLY:**

- Section 319 Funds: (Catalog of Federal Domestic Assistance No. 66.460)  
 Yes Amount: \$187,500.00  No
- Prior Authorization Granted:  Yes If yes, Effective Date:  No
- Increased Oversight?  Yes  No

The effective date of this grant agreement is the date this AGREEMENT is signed by the DEPARTMENT's Water Quality Program Manager. Any work performed prior to the effective date of this AGREEMENT, without written Prior Authorization of the DEPARTMENT, will be at the sole expense and risk of the RECIPIENT.

This agreement expires **December 31, 2011**.

Post Project Assessment date (see Post Project Assessment in Attachment I):  
**December 31, 2017**

**PART II. PROJECT SUMMARY**

Mason County Health will conduct water quality monitoring along the North Shore of the Great Bend/Lower Hood Canal between Belfair and Dewatto. This project is a continuation of a previously funded grant G0600378 where sampling in 2005-2008 focused between Triton Head and Belfair. The work will complete Hood Canal shoreline sampling in Mason County. All freshwater seeps, bulkhead drains, stormwater conveyances, and streams entering Hood Canal from the shoreline will be sampled and analyzed for fecal coliform.

Mason County Health will conduct sanitary surveys and dye testing at residences where documented fecal coliform bacteria or nutrient contaminated discharge to the shoreline exists. Septic system repair and replacement financial assistance information from Shorebank Enterprise Cascadia (ShoreBank), a non-profit lending institution, will be provided to homeowners. During septic system surveys, information on septic system operation and maintenance, pet waste issues, and nutrient sources such as yard maintenance and yard waste disposal will be provided to homeowners.

**PART III. PROJECT BUDGET**

<b>North Shore Hood Canal Pollution Identification And Correction</b>		
<b>TASKS</b>	<b>TOTAL PROJECT COST</b>	<b>TOTAL ELIGIBLE COST (TEC)**</b>
1 - Project Management/Administration	\$12,798	\$12,798
2 – Shoreline Survey/Water Quality Monitoring	\$165,405	\$165,405
3 – Septic System Surveys	\$67,625	\$67,625
4 – Public Outreach	\$4,172	\$4,172
Total	\$250,000	\$250,000
<b>** The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.</b>		
<b>MATCHING REQUIREMENTS</b>		
DEPARTMENT Share: 75% of TEC		\$187,500
RECIPIENT Share: 25% of TEC		\$62,500
<b>Any combination Match is allowed.</b>		

**PART IV. PROJECT GOALS AND OUTCOMES**

A. Financial Assistance Water Quality Project Goals: One or more of the selected following goals apply to this project:

- Severe Public Health Hazard or Public Health Emergency eliminated.
- Designated beneficial uses will be restored or protected, 303(d)-Listed water bodies restored to water quality standards, healthy waters prevented from being degraded.
- Regulatory compliance with a consent decree, compliance order, TMDL or waste load allocation, etc., achieved.

B. Water Quality Project Outcomes: The following are quantitative results anticipated from the project.

1. Sanitary surveys completed at all sampling locations where elevated fecal results

- were detected.
2. Dye tests completed at all sanitary survey areas where deemed necessary.
  3. On-site septic system failures identified and corrected.
  4. Homeowners educated about proper care and maintenance of their OSS.

## **PART V. SCOPE OF WORK**

### **Task 1 - Project Administration/Management: (Total Task Cost: \$12,798)**

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT must ensure this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work.
- D. The RECIPIENT will submit to the DEPARTMENT's Project Manager the following documents and in the quantities identified:
  - Draft project completion report – one copy.
  - Final project completion reports – five copies.
  - Electronic copy of completion report – one copy.

The project completion report will contain deliverables (milestones) from each task, a summary page stating the items completed in each task, and a table of contents. The draft completion report will be due 45 days before the project expiration date.

- E. Required Performance:
  1. Effective administration and management of this grant project.
  2. Maintenance of all project records.
  3. Timely submittal of all required performance items, progress reports, and financial vouchers.
  4. Submittal of draft project completion report to the DEPARTMENT's Project Manager no later than **November 15, 2011**.



**Task 2:- Shoreline Survey (Total Task Cost: \$165,405)**

- A. The RECIPIENT will, prior to initiating water quality monitoring activities, revise the Quality Assurance Project Plan (QAPP) developed under the Septic System Surveys and Database Enhancement proviso project (G0600378), in accordance with the DEPARTMENT's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies.
- B. The RECIPIENT will perform all sampling within Mason County according to the approved QAPP. Sampling will be conducted along the North Shore of the Great Bend/Lower Hood Canal between Belfair and Dewatto.
- C. The RECIPIENT will sample and analyze all freshwater seeps, bulkhead drains, stormwater conveyances, and streams entering Hood Canal from the shoreline.
- D. The RECIPIENT will follow criteria set for high fecal coliform results in the previous Hood Canal Pollution Identification and Correction (HCPIC) project and perform confirmation samples, in addition to nutrient samples, and then analyze for Nitrate+Nitrite-Nitrogen, Ammonia, and Orthophosphate. All areas with high confirmation sample results, whether fecal coliform or nutrient, will be prioritized for Sanitary Surveys (see Task 3).
- E. The RECIPIENT will ensure that all water samples requiring bench testing will be analyzed by an environmental laboratory accredited by the DEPARTMENT.
- F. The RECIPIENT will submit all monitoring data to the DEPARTMENT consistent with the Environmental Information System (EIM) format.
- G. Required Performance:
  - 1. The RECIPIENT will perform sampling following the approved Quality Assurance Project Plan.
  - 2. The RECIPIENT will input all sampling data into EIM at least yearly.

**Task 3:- Septic System Surveys (Total Task Cost: \$67,625)**

- A. The RECIPIENT will conduct sanitary surveys using the county's Water Quality Protocols: *Mason County Water Quality Standard Operating Procedures, 2007*, at those residences where a documented fecal coliform or nutrient contaminated discharge exists along the shoreline.
- B. The RECIPIENT will work with the homeowner to conduct a dye test to demonstrate the hydraulic connection between a documented high bacteria count at a discharge point and the owner's on-site septic system (OSS). Once a correlation between the septic system and the high bacteria count are made and documented, the RECIPIENT will enlist help from the county's On-site Septic System (Onsite) Program Team. The Onsite Team will

work with homeowners on repairing their systems, in order to meet current local and state OSS codes. The RECIPIENT will provide on-site septic system financial assistance information to the homeowner.

- C. The RECIPIENT will use the sanitary survey as an opportunity to provide homeowners with information regarding OSS operation and maintenance, pet waste issues, and nutrient sources such as yard maintenance and yard waste disposal.
- D. The RECIPIENT will add new or corrected homeowner on-site septic system information to the county's existing Carmody database.
- E. Required Performance:
  - 1. The RECIPIENT will conduct sanitary surveys at properties associated with high fecal coliform or nutrient sample results, conduct dye tests, and work with the county On-site Team and the homeowner to correct the septic problem.
  - 2. The RECIPIENT will provide homeowners with information on best practices regarding OSS operation and maintenance, and keeping fecal coliform and nutrients from entering the Canal.
  - 3. The RECIPIENT will update its Carmody database as needed.

**Task 4-: Public Outreach** (Total Task Cost: \$4,172)

- A. The RECIPIENT will participate in two community events for the North Shore area residents. The RECIPIENT will provide on-site septic system operation and maintenance information to homeowners.
- B. The RECIPIENT will provide information on the county Web site about the findings of the project, including a map of the project area, fecal coliform and nutrient results, and a summary of corrective actions taken.
- C. Required Performance:
  - 1. The RECIPIENT will participate in two events providing information to North Shore area residents on proper operation and maintenance of OSSs.
  - 2. The RECIPIENT will submit data and supporting material in the form of a summary report to the county Web site.
  - 3. The RECIPIENT will provide the DEPARTMENT with two copies of any tangible educational products developed under this grant.

**PART V(a). SPECIAL TERMS AND CONDITIONS**

**Failure to Commence Work.** In the event the RECIPIENT fails to commence work on the project by April 11, 2010, the DEPARTMENT reserves the right to terminate this agreement.

**PART VI. ALL WRITINGS CONTAINED HEREIN**

The following contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein:

- This agreement
- Attachment I: General Project Management Requirements for the Federal Clean Water Act Section 319 Nonpoint Source Fund
- Attachment II: General Terms and Conditions
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Ecology Grants and Loans"
- The associated funding guidelines that correspond to the Fiscal Year in which the project is funded
- The applicable statutes and regulations
- The Federal Clean Water Act Section 319 Nonpoint Source Program Requirements

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and the DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or the RECIPIENT may change their respective staff contacts without the concurrence of either party.

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereby execute this agreement:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

MASON COUNTY PUBLIC HEALTH

\_\_\_\_\_  
KELLY SUSEWIND P.E., P.G.      DATE  
WATER QUALITY PROGRAM

\_\_\_\_\_  
VICKI KIRKPATRICK      DATE  
PUBLIC HEALTH DIRECTOR

## **ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR FEDERAL CLEAN WATER ACT SECTION 319 NONPOINT SOURCE FUND**

### **ARCHEOLOGICAL AND CULTURAL RESOURCES**

The RECIPIENT must comply with all requirements listed in Executive Order 05-05 for any project that involves disturbing soil as early in the project as possible. Compliance includes coordinating with the Department of Historic and Archeological Preservation and affected Tribes. Executive order 05-05 is found at:

[http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/EO05\\_05.pdf](http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/EO05_05.pdf)

The Department of Historic and Archeological Preservation has provided guidance to initiate the 05-05 process that can be accessed online at:

<http://www.dahp.wa.gov/pages/Documents/EnvironmentalReview.htm> and

[http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance\\_000.pdf](http://www.dahp.wa.gov/pages/EnvironmentalReview/documents/eo0505Guidance_000.pdf).

### **EDUCATION AND OUTREACH**

The RECIPIENT must provide the DEPARTMENTs Project Manager up to two copies and an electronic copy either on floppy disks or CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements or gadgets, such as a refrigerator magnet with a message. If this is not practical, the RECIPIENT must provide a complete description including photographs or printouts of the product.

The RECIPIENT must also supply the DEPARTMENTs Project Manager with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, the RECIPIENT must produce all pamphlets, fliers, meeting notices, reports, and other educational and public outreach materials in English and in the other prevalent language.

### **EQUIPMENT PURCHASE**

The following equipment will be eligible for purchase through this project: One (1) cooler; one (1) GPS; one (1) refractometer; and one (1) camera. Items not identified will require written approval from the DEPARTMENT's Project Manager. The total cost of all equipment purchased under this project will not exceed \$1,480.00. Changes in equipment type must have prior approval from the DEPARTMENT's Project Manager.

### **FUNDING RECOGNITION**

The RECIPIENT will inform the public about DEPARTMENT or EPA funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT's Financial Manager upon request.

## **INDIRECT RATE**

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employee's direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

## **MATCH**

The RECIPIENT must report to the DEPARTMENT the total number of volunteer (unpaid) hours contributed to the restoration or monitoring project, including time not being credited for matching purposes. This information will be conveyed to the Governor of the State of Washington in fulfillment of a request for state agencies to collect information about volunteers working for clean water.

## **MATCHING REQUIREMENTS**

Cash Match Requirement. If grant funds awarded are more than \$250,000, the RECIPIENT share for the project must be entirely in the form of cash or interlocal contributions.

If grant funds awarded are \$250,000 or less, any combination of cash, interlocal, or in-kind match is allowed.

Interlocal Match Requirement. The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements are consistent with all of the following:

- Terms of this grant agreement
- The edition of "Administrative Requirements for Ecology Grants and Loans" that is effective at the signing of this agreement.
- Chapter 39.34 RCW Interlocal Cooperation Act

## **MINORITY AND WOMEN'S BUSINESS PARTICIPATION**

The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.

- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

The RECIPIENT must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

**PAYMENT REQUEST SUBMITTALS**

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Required Forms.

<u>Any Match Combination</u>	<u>Cash Only Match</u>	<u>Where Applicable</u>
Form A19-1A (original signature)	Form A19-1A (original signature)	Form E (ECY 060-12)
Form B1 (ECY 060-3)	Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C1 (ECY 060-8)	Form C2 (ECY 060-9)	Form H (F-21)
Form D (ECY 060-11)	Form D (ECY 060-11)	Form I (ECY 060-15)

Reporting eligible costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Reimbursements. Payments will be made on a cost-reimbursable basis.

**POST PROJECT ASSESSMENT**

The RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project three to five years after project completion.

The DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

## **PROCUREMENT**

The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services.

## **PROGRESS REPORTS**

The RECIPIENT must submit quarterly Progress Reports to the DEPARTMENT's Project Manager and Financial Manager. Payment requests will not be processed without a Progress Report.

### Reporting Periods.

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Reporting Due Date. Quarterly Progress Reports are due 15 days following the end of the quarter.

Report Content. At a minimum, all Progress Reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.

## **REQUIRED DOCUMENT SUBMITTALS**

The RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion report – 1 copy
- Electronic copy of final project completion report – 1 copy
- Final project completion reports – 5 copies
- Educational products developed under this agreement – up to 2 copies
- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT's Project Manager and one for the RECIPIENT)
- Interlocal agreements – 1 copy for the DEPARTMENT's Financial Manager

- Professional services procurement agreements – 1 copy to the DEPARTMENT’s Financial Manager
- Federal Clean Water Act Section 319 Grant Data Reporting Form – 1 copy to DEPARTMENT’s Financial Manager during the first quarter following the effective date of the agreement
- Federal Clean Water Act Section 319 Grant Load Reductions Reporting Form – 1 copy to the DEPARTMENT’s Financial Manager by January 15 of each year.

## **WATER QUALITY MONITORING**

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology’s *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

The RECIPIENT must submit the QAPP to Ecology’s Project Manager for review and comment, and must be approved before starting the environmental monitoring activities.

The RECIPIENT must use an environmental laboratory accredited by Ecology to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology’s Environmental Assessment Program’s website, available at:

<http://www.ecy.wa.gov/programs/eap/lab-accreditation.html>

The RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the “ten-year rule.” The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to Ecology through the Environmental Information Management System (EIM). Data must be submitted by following instructions on the EIM website, currently available at:

<http://www.ecy.wa.gov/eim>

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

[eim\\_data\\_coordinator@ecy.wa.gov](mailto:eim_data_coordinator@ecy.wa.gov)

If GIS data is collected, Ecology data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards.



Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

## **ATTACHMENT II: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR FEDERAL CLEAN WATER ACT SECTION 319 NONPOINT SOURCE FUND GRANTS**

### **CERTIFICATION REGARDING SUSPENSION & DEBARMENT**

Federal Executive Order 12549 provides that Executive departments and agencies shall participate in a government-wide system for monitoring suspended, debarred, and excluded parties. These departments and agencies have further passed this requirement onto their recipients and have provided pertinent regulations in the Code of Federal Regulations. The RECIPIENT, by signing this agreement, certifies that it is not suspended, debarred, or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot. The Web site for checking suspended, debarred, or excluded parties is [www.epls.gov](http://www.epls.gov).

### **FINAL PAYMENT**

All payments must be submitted to the DEPARTMENT and paid in full no later than 90 days after the date listed in the Time Extension condition below. Any payments received after this date will not be eligible for reimbursement.

Final payments are not eligible for reimbursement until all work is complete and all required paperwork is submitted to the DEPARTMENT's Project Manager.

### **FUNDING RECOGNITION**

The RECIPIENT must use the following paragraph in all reports, documents, and signage developed under this agreement:

Funding for this project has been provided in part through EPA Grant No. **C900044905-0** to the Department of Ecology from the United States Environmental Protection Agency. The Department of Ecology allocates and administers funding for this project. The contents of this document do not necessarily reflect the views and policies of either the United States Environmental Protection Agency or the Department of Ecology, nor does the mention of trade names or commercial products constitute endorsement or recommendation for their use.

### **HOTEL AND MOTEL FIRE SAFETY ACT**

The RECIPIENT agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act of 1990.

### **SECTION 319 REPORTING REQUIREMENTS**

The RECIPIENT must complete the DEPARTMENT's "Clean Water Act Section 319 Initial Data Reporting Sheet." This form must be submitted to the DEPARTMENT's Financial Manager with the first progress report.

The RECIPIENT will complete the DEPARTMENT's "Federal Clean Water Act Section 319 Grant Load Reductions Reporting Form." This form is used to gather information on load reduction for each best management practice (BMP) installed for the project. This form must be submitted to the DEPARTMENT's Financial Manager by January 15 of each year.

Both forms can be found on the Water Quality Web page at:  
<http://www.ecy.wa.gov/programs/wq/funding/2009/index.html>

## **SIGNAGE**

All site-specific projects must have a sign of sufficient size to be seen from nearby roadways, acknowledging department financial assistance, and left in place throughout the life of the project. Department logos must be on all signs and documents. Logos will be provided as needed.

## **SMALL BUSINESS IN RURAL AREAS (SBRAS)**

If a contract is awarded by the RECIPIENT under this agreement, the RECIPIENT is also required to utilize the following affirmative steps:

1. Place
2. Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate
3. Require the contractor to comply with the affirmative steps outlined above

The negotiated "Fair Share Percentage" for the SBRAs is 0.5 percent.

There is no formal reporting requirement for SBRAs at this time.

## **SUBRECIPIENT COMPLIANCE:**

As a subrecipient of federal funds, the RECIPIENT must comply with the following federal regulations:

The following apply to Local or Tribal Governments receiving Section 319 grants:

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. OMB Circular A-133, Compliance Supplement
3. OMB Circular A-102, Uniform Administrative Requirements for States and Local Governments
4. OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments

The following apply to Non-Profit Organizations receiving Section 319 grants:

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. OMB Circular A-133, Compliance Supplement
3. OMB Circular A-122, Cost Principles for Non-Profit Organizations
4. OMB Circular A-110, Uniform Administrative Requirements for Institutions of Higher Education and Non-Profit Organizations

The following apply to Higher Education Institutions receiving Section 319 grants:

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
2. OMB Circular A-133, Compliance Supplement
3. OMB Circular A-110, Uniform Administrative Requirements for Institutions of Higher Education and Non-Profit Organizations
4. OMB Circular A-21, Cost Principles for Educational Institutions

All OMB Circulars can be found at: <http://www.whitehouse.gov/omb/circulars>.

### **TIME EXTENSION**

The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's Grant No. **C900044905-0**. In the event a time extension is requested and approved by the DEPARTMENT, all eligible work performed under this agreement must be completed and reimbursement for related costs cannot extend beyond **May 31, 2014**

## **ATTACHMENT III: GENERAL TERMS AND CONDITIONS PERTAINING TO GRANT AND LOAN AGREEMENTS OF THE DEPARTMENT OF ECOLOGY**

### **A. RECIPIENT PERFORMANCE**

All activities for which grant/loan funds are to be used will be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

### **B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

### **C. THIRD PARTY BENEFICIARY**

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

### **D. CONTRACTING FOR SERVICES (BIDDING)**

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

### **E. ASSIGNMENTS**

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

### **F. COMPLIANCE WITH ALL LAWS**

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits. Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.
2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

## **G. KICKBACKS**

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

## **H. AUDITS AND INSPECTIONS**

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

## **I. PERFORMANCE REPORTING**

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will

materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted. Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

## **J. COMPENSATION**

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer. The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work.

Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

## **K. TERMINATION**

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

## **L. WAIVER**

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.



## **M. PROPERTY RIGHTS**

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes. Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.
2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the B-4 DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

## **N. SUSTAINABLE PRODUCTS**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g., recycled paper). For more information, see <http://www.ecy.wa.gov/sustainability/>.

## **O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform. Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the

RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

## **P. PROJECT APPROVAL**

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

## **Q. DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal. In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized

representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

## **R. CONFLICT OF INTEREST**

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

## **S. INDEMNIFICATION**

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

## **T. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Washington.

## **U. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

## **V. PRECEDENCE**

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.

SS-010 Rev. 04/04

