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OFFICE OF THE MAYOR

STATE OF WASHINGTON

DEPARTMENT OF ECOLOGY

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August 8, 2013

Honorable Mayor David O. Earling
City of Edmonds
121 5th Ave. North
Edmonds, WA 98020

Re: City of Edmonds
Grant No. G1400022
Project: Perrinville Creek Stormwater Flow Reduction Retrofit Study and Pre-Design Report

Dear Honorable Mayor Earling:

I am pleased to inform you that above-referenced grant #G1400022 for the **City of Edmonds Perrinville Creek Stormwater Flow Reduction Retrofit Study and Pre-Design Report** project has been signed. An original is enclosed for your reference and project files.

The National Estuary Program watershed protection and restoration grant provides **$188,772.00** towards your project. We appreciate this opportunity to assist you with financial and technical assistance. Ecology's Shorelands and Environmental Assistance Program's staff located in Bellevue and Lacey are available to assist you with your project.

If you have any questions or need additional information, please call Kim Harper, Ecology's Project Manager, at (425) 649-4451, email address: Kim.Harper@ecy.wa.gov or Kirsten Weinmeister, Ecology's Financial Manager, at (360) 407-6514 or email address: Kirsten.Weinmeister@ecy.wa.gov.

Sincerely,

Gordon White by MJB

Gordon White
Program Manager
Shorelands and Environmental Assistance

cc: Kim Harper

DEPARTMENT OF
ECOLOGY
State of Washington

NATIONAL ESTUARY PROGRAM (NEP)
WATERSHED PROTECTION AND RESTORATION
GRANT FUNDING AGREEMENT BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND THE
CITY OF EDMONDS

GRANT AGREEMENT NUMBER
G1400022

PERRINVILLE CREEK STORMWATER FLOW REDUCTION RETROFIT STUDY AND PRE-DESIGN REPORT

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NATIONAL ESTUARY PROGRAM (NEP) WATERSHED PROTECTION AND RESTORATION GRANT FUNDING AGREEMENT BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND THE CITY OF EDMONDS

THIS is a binding agreement between the state of Washington Department of Ecology [ECOLOGY] and the City of Edmonds [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:	**Perrinville Creek Stormwater Flow Reduction Retrofity Study and Pre-Design Report**
Grant Number:	G1400022
State Fiscal Year:	**2014**
Total Project Cost:	$388,772.00
Total Eligible Cost:	$188,772.00
ECOLOGY Share:	$188,772.00
ECOLOGY Maximum Percentage:	100%
EFFECTIVE DATE:	7/01/2013
EXPIRATION DATE:	06/30/2014

RECIPIENT INFORMATION

RECIPIENT Name:	City of Edmonds
Mailing Address:	121 5th Ave. North Edmonds, WA 98020
Fax Number:	(425) 672-5750
Federal Taxpayer ID Number:	91-6001244
PROJECT Manager:	Jerry Shuster
Email Address:	jerry.shuster@edmondswa.gov
Phone Number:	(425) 771-0220 ext. 1323
PROJECT Financial Officer:	Megan Luttrell

Email Address: megan.luttrell@edmondswa.gov

Phone Number: (425) 771-0220

ECOLOGY CONTACT INFORMATION

Project Manager: **Kim Harper**
Email Address: kim.harper@ecy.wa.gov
Phone Number: (425) 649-4451
Fax Number: (425) 649-7098
Mailing Address: WA State Department of Ecology
Northwest Regional Office
3190 160th Ave SE
Bellevue, WA 98008-5452

Project Financial Officer: **Kirsten Weinmeister**
Email Address: kirsten.weinmeister@ecy.wa.gov
Phone Number: (360) 407-6514
Fax Number: (360) 407-7151
Mailing Address: WA State Department of Ecology
P.O. Box 47600
Olympia, WA 98504-7600

CHECK ALL THAT APPLY:

- NEP Funds: (Catalog of Federal Domestic Assistance No. 66.123) Amount: **$188,772.00**
  ☒ Yes ☐ No
- Increased Oversight? ☒ Yes ☐ No

PART II. NEP FUNDING BACKGROUND

In October 2010, the Environmental Protection Agency (EPA) solicited a Request for Proposals to implement priority work consistent with the 2009 Action Agenda for the protection and restoration of Puget Sound. EPA solicited proposals from applicants that would serve as a Lead Organization (LO) for one of four areas of emphasis. In January 2011, Washington State agencies were selected as LOs, to coordinate six-year efforts to develop and implement strategies in four areas of emphasis:

- Watershed protection and restoration (LOs – Departments of Ecology and Commerce)
- Marine and nearshore protection and restoration (LOs – Departments of Fish & Wildlife and Natural Resources)
- Toxics and nutrients prevention, reduction and control (LO – Department of Ecology)
- Pathogen prevention, reduction, and control (LOs – Departments of Health and Ecology).

For the Watershed grant, EPA allocated just over $14 million for the first three years of the grant. Subsequent funding is in part dependent on demonstration by the selected LOs to EPA and Congress that funds can be expeditiously and appropriately expended with significant measureable results. The LO work is being coordinated with EPA and PSP and is an important part of the Action Agenda update process.

PART III. PROJECT OVERVIEW

The primary goal of this project is to reduce flows in Perrinville Creek, a tributary to Puget Sound, by reducing stormwater runoff. The RECIPIENT will develop a plan to accomplish this goal through implementation of low impact development (LID) best management practices (BMPs) to the extent feasible, other stormwater BMPs, and stream stabilization in Perrinville Creek. A hydrologic model will be developed to characterize existing conditions and assess performance of alternative future scenarios. Future scenarios will include feasible and readily implementable infiltration and other flow control stormwater BMPs and water quality treatment BMPs. Geotechnical investigations in the basin will be completed to improve model simulation of existing and proposed stormwater BMPs. A high priority project or set of projects identified through the basin analysis will be selected for preliminary design.

PART IV. SCOPE OF WORK

TASK 1- PROJECT ADMINISTRATION/MANAGEMENT

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; ECOLOGY; 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.

Deliverables:

1. Quarterly progress reports and financial vouchers
2. Semiannual FEATS status reports
3. QAPP waiver form
4. Final project summary report

TASK 2 – PERRINVILLE CREEK STORMWATER FLOW REDUCTION RETROFIT STUDY

A. Define the Current Watershed Hydrology

The RECIPIENT will utilize the Western Washington Hydrologic Model or other Hydrologic Simulation Program (HSPF)-based model to support the analyses and decision-making involved in this study, to support the eventual design of the fish-passable Talbot Road culvert, and to update the selected retrofit strategy as it progresses. Model selection will consider the types of analyses required (peak discharge rates, flow durations), target conditions selected (see Task 2B, below), supporting data available or readily generated, and incorporation of considered LID flow reduction techniques.

The model will use precipitation characteristics derived for the watershed location and reviewed against precipitation data from King County's Brugger's Bog station. The model will utilize and update existing available data from the cities of Edmonds and Lynnwood, including model input files, storm drainage system mapping, construction plans for detention/treatment/infiltration facilities, GIS data describing topography, land use, aerial imagery, sensitive/critical areas, and geology. The RECIPIENT will consolidate geologic mapping data from multiple sources and add to the project database.

The RECIPIENT will confirm the delineation of the Perrinville Creek watershed and subbasins within the watershed. The subbasins will be characterized for input to the hydrologic model, and the model will be constructed using the selected software. The RECIPIENT will compile available information on the configuration and condition of existing flow control facilities (e.g., detention and infiltration facilities) within the watershed; information on historic sediment removal from traps, the creek, and from the stormwater system (catch basins, detention facilities); flow monitoring; and groundwater/piezometric data at infiltration facilities. The RECIPIENT will review the information on existing detention and infiltration facilities in the watershed, select those facilities having significant effect on subbasin discharges or the overall watershed hydrology, define the selected facilities' performance characteristics, and incorporate those facilities into the hydrologic model.

The model will be run to simulate existing conditions hydrology in the watershed, and will produce data at the discharge from each subbasin and at key locations along Perrinville Creek. Data available for the 2012/2013 wet season collected at the City of Edmonds' (City's) flow gauge installed above the Talbot Road crossing will be used to provide a reasonability check of the hydrologic model results.

Deliverables:

1. Quality Assurance Project Plan (QAPP) for hydrologic model, including review of flow data.
2. Hydrologic model of existing conditions in the Perrinville Creek watershed.
3. Technical memorandum summarizing data used in the model, model construction, and results.

B. Define the Target Conditions in Perrinville Creek

The RECIPIENT will quantify the target flow conditions in Perrinville Creek using the following metrics:

a) Discharges that enable fish passage at the proposed Talbot Road crossing
b) Large storm peak discharges below Talbot Road that are not increased over current conditions with the proposed fish passage crossing installed
c) Flow regime metrics (peak discharges, specific flow durations) that limit erosion in the stream channel, and sediment deposition downstream, to acceptable levels

The RECIPIENT will use information developed for the Talbot Road crossing project and prior investigations into downstream conditions. To define target flow regime conditions in the stream reaches, RECIPIENT will conduct a geomorphology assessment of conditions along the stream channel from Talbot Road to 76th Avenue West. This assessment will update and expand on prior geomorphic assessments used to characterize channel pavements, locate failures, and determine flow thresholds at various locations where destabilizing scour occurs. RECIPIENT will estimate sediment mobilization through the creek.

The RECIPIENT will define target flow regimes assuming the channel is left in its current state, and for an alternative condition whereby the weakest segments of the channel would be stabilized to resist scour.

Deliverables:

1. QAPP for collection and review of pebble count data.
2. Technical memorandum of the geomorphic analysis results, presenting findings and recommending target flow conditions in Perrinville Creek.

C. Identify Flow Reduction Opportunities

Analyzing data obtained through Edmonds' and Lynnwood's GIS, the RECIPIENT will identify areas presenting opportunities to significantly reduce the peak discharge and/or volume of runoff entering Perrinville Creek. Candidate areas will be considered from throughout the watershed, including areas in both Edmonds and Lynnwood. The RECIPIENT will conduct field review of the candidate areas to confirm site characteristics for potential retrofit projects.

The following characteristics will be used to identify subdrainages within the basin having potential for significant flow reduction within Perrinville Creek:

a) Tributary drainage area
b) Subsurface geology
c) Location within the basin
d) Surficial soils
e) Suitable site characteristics (space/grades)

Categories of flow reduction improvements may include:

a) Public right-of-way LID/BMP retrofit
b) Modify existing detention facility storage volume or outlet structure
c) Surface storage (i.e., parking, street, open space)
d) New detention facility
e) Facilitate private property LID/BMP retrofit including rain gardens in specific neighborhoods (This grant does not cover pre-design of projects on private properties outside of the jurisdiction's control.
f) Modify existing detention facility to infiltrate
g) New surface infiltration or UIC facility

The RECIPIENT will identify locations and alternative methods to stabilize mainstem and tributary stream channels to better resist mobilization of sediment.

Deliverables:

1. Technical memorandum prioritizing subbasins and identifying opportunities for significant flow interception and reduction, and identifying stream channel stabilization locations.

D. Geologic/Geotechnical Characterization

The RECIPIENT will conduct records research and geologic field investigations at selected locations to assess the infiltration potential of surficial soils, subsurface formations, and depth to groundwater. Investigations will specifically assess site suitability for infiltration and will be performed in both outwash and till soil areas. Piezometers will be installed in borings to monitor groundwater conditions. At each location site, the RECIPIENT will complete geotechnical characterizations of the subsurface conditions for purposes of informing the preliminary design of retrofit projects under Task 2C.

Deliverables:

1. QAPP for geologic/soils data collection and interpretation
2. Technical memorandum summarizing results of records research, geologic/geotechnical investigations, interpretations of infiltrative capacities, and geotechnical design recommendations.

E. Evaluate Candidate Flow Reduction Performance

The RECIPIENT will conduct a screening workshop with the cities of Edmonds and Lynnwood of the flow reduction opportunities (projects) identified in Task 2C. Prospects having fatal flaws or judged to provide limited flow reduction benefit will be removed from consideration.

Utilizing the geologic information developed under Task 2D, the RECIPIENT will apply the BMP Assessment Module in the EPA's System for Urban Stormwater Treatment and Analysis Integration Model (SUSTAIN) to generate BMP performance curves for the various retrofit

techniques being considered. The BMP performance curves will be used to quantify the potential flow reduction capability for each of the remaining active projects.

The BMP performance curves will be applied to the active projects and incorporated into the watershed model, and the model will be run to assess their combined effects at three locations: (1) the head of the Perrinville Creek ravine, (2) a selected mainstem location along the ravine, and (3) below the Talbot Road crossing. The hydrology will also be assessed at the discharge points to the steeper tributaries that enter the Perrinville Creek mainstem below the head of the ravine. Based on the outcomes of this model simulation, the RECIPIENT will perform up to two (2) additional simulations employing different combinations of projects.

For each combination of projects simulated, the RECIPIENT will evaluate the resulting hydrologic conditions at the above-noted locations. The RECIPIENT will also document the estimated reduction in duration of discharges exceeding sediment mobilization thresholds.

Deliverables:

1. QAPP for use of BMP Assessment Module.
2. Technical memorandum summarizing individual project analyses and estimated hydrologic/sediment mobilization/peak discharge performance of alternative combinations of projects.

F. Public Information and Engagement

The RECIPIENT will conduct:

a) Three (3) briefings to City Council/committee at appropriate stages of the study's completion
b) Two (2) meetings with interest groups to discuss the study
c) Two (2) neighborhood meetings to discuss the study

Deliverable:

1. Presentation materials of the project analyses for Edmonds City Council meetings and neighborhood meetings

G. Recommended Flow Reduction Plan

The RECIPIENT will compile a report documenting the recommended plan of flow reduction/stabilization projects and detailing the collective hydrologic performance, stream system benefits, costs, risks, and other key features. The technical memoranda developed under prior tasks will be incorporated into either the body of the report or as referenced appendices.

The final model simulation will be completed incorporating the recommended projects, both with the existing Talbot Road culvert and the proposed replacement culvert. The flow reduction plan description will include:

a) Hydrologic benefits to stream channel stability and discharge conditions
b) Anticipated BMP performance of the recommended projects
c) Channel stabilization in addition to flow reductions to control sediment mobilization
d) Planning level capital design, real estate, and construction costs

e) Maintenance requirements/life cycle costs
f) Permitting requirements and implementation timelines
g) Potential liabilities such as nuisance, flooding, groundwater surcharge, slope instability

The RECIPIENT will develop an implementation plan that prioritizes the projects based on established criteria. The plan may include non-structural recommendations such as a basin-wide flow control standard at lower thresholds and/or with more restrictive discharge requirements than those in the Ecology manual. The plan will include, as appropriate, "early actions" that the RECIPIENT can implement within a relatively short period of time to demonstrate benefits to the creek.

The plan will also identify the threshold hydrologic conditions for advancing the Talbot Road culvert construction.

Deliverables:

1. Draft Perrinville Creek Stormwater Flow Reduction Retrofit Study report
2. Final Perrinville Creek Stormwater Flow Reduction Retrofit Study report

H. Expanded Stream Flow Monitoring

The flow monitoring effort above the Talbot Road culvert that was established at the onset of the 2012/2013 wet season will be extended through the 2013/2014 wet season. Two additional flow monitoring stations will be established prior to the 2013/2014 wet season in the watershed to enhance the calibration of the hydrologic model. The two new stations will be situated at the top of the ravine and within one of the tributary drainages.

The resulting flow monitoring data will be reviewed for quality and analyzed to identify where any adjustments to the hydrologic model should be made. Where indicated, the hydrologic model will be updated and re-run prior to finalizing the study report under Task 2G.

Deliverables:

1. QAPP for flow monitoring data collection and review
2. Technical memorandum summarizing flow monitoring results

TASK 3 – PRE-DESIGN AND REPORT

The RECIPIENT will complete the preliminary design of one or more priority retrofit projects selected from the projects identified in the recommended Flow Reduction Retrofit Study report. The preliminary design will be documented in a Pre-Design Report containing:

a) Executive Summary
b) Description of design team's qualifications, experience, licensure, and relationship to the RECIPIENT
c) Description of the problem, and how the project was identified and selected as a priority action
d) Summary of anticipated project performance and how it will address the identified problem
e) Site assessment information, including geotechnical characterization

f) Preliminary project design with plan/elevation/sections, hydraulics, PE stamp, and signature
g) Environmental review documentation
h) Estimated project capital costs
i) Description of facility maintenance needs and responsibilities, along with estimated costs

Deliverables:

1. Draft Pre-Design Report
2. Final Pre-Design Report

Summary Table of Deliverables by Task

Task Number	Deliverable Description	Due Date
1	Quarterly progress reports and financial vouchers	Quarterly
1	FEATS status reports	Semiannually
1	Final project summary report	7/31/14
2A	QAPP for hydrologic model, including review of flow data	6/30/13
2A	Hydrologic model of existing conditions	8/31/13
2A	Technical memorandum summarizing data, model construction, and results	8/31/13
2B	QAPP for collection and review of pebble count data	6/30/13
2B	Technical memorandum of target flow conditions in Perrinville Creek	9/30/13
2C	Technical memorandum prioritizing subbasins and identifying opportunities for significant flow interception and reduction, and identifying stream channel stabilization locations	9/30/13
2D	QAPP for geologic/soils data collection and interpretation	6/30/13
2D	Technical memorandum summarizing results of records research, geologic/geotechnical investigations, interpretations of infiltrative capacities, and geotechnical design recommendations	10/31/13
2E	QAPP for use of BMP Assessment Module	9/30/13
2E	Technical memorandum summarizing individual project analyses and estimated hydrologic/sediment mobilization/peak discharge performance of alternative combinations of projects	1/31/14
2F	Edmonds City Council and neighborhood presentation materials	5/31/14
2G	Draft Perrinville Creek Stormwater Flow Reduction Retrofit Study report	3/31/14
2G	Final Perrinville Creek Stormwater Flow Reduction Retrofit Study report	5/30/14
2H	QAPP for flow monitoring data collection	8/31/13
2H	Technical memorandum summarizing flow monitoring	3/31/14
3	Draft Pre-Design Report	5/31/14
3	Final Pre-Design Report	6/30/14

PART V. BUDGET

Budget by Task

PERRINVILLE CREEK STORMWATER FLOW REDUCTION RETROFIT STUDY AND PRE-DESIGN REPORT		
TASKS	**TOTAL PROJECT COST**	**TOTAL ELIGIBLE COST**
Task 1. Project Administration/Management	25,543	25,025
Task 2A. Define Current Watershed Hydrology	39,885	--
Task 2B. Define the Target Conditions in Perrinville Creek	13,717	--
Task 2C. Identify Flow Reduction Opportunities	18,897	--
Task 2D. Geologic/Geotechnical Characterization	96,984	78,052
Task 2E. Evaluate Candidate Flow Reduction Performance	25,199	--
Task 2F. Public Information and Engagement	12,488	--
Task 2G. Recommended Flow Reduction Plan	68,591	--
Task 2H. Expanded Stream Flow Monitoring	29,563	28,964
Task 3. Pre-Design and Report	57,905	56,731
TOTAL	**$388,772**	**$188,772**
Ecology's Fiscal Office will track to the Total Eligible Cost.		

PART VI. SPECIAL TERMS AND CONDITIONS

A. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, ECOLOGY reserves the right to terminate this agreement.

B. The EFFECTIVE DATE of this agreement is the project start date. Any work performed prior to the EFFECTIVE DATE of this agreement, will be at the sole expense and risk of the RECIPIENT. Reimbursement for eligible costs incurred will not be released by ECOLOGY until the agreement is signed.

PART VII. 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 National Estuary Program
- Attachment II: Federal Provisions
- Attachment III: General Terms and Conditions

- The effective edition, at the signing of this agreement, of ECOLOGY's "Administrative Requirements for Ecology Grants and Loans" (Yellow Book)
- The associated funding guidelines that correspond to the fiscal year in which the project is funded
- The applicable statutes and regulations

No subsequent modifications or amendments of this agreement will be of any force or effect unless signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, ECOLOGY may redistribute the grant budget. ECOLOGY 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

Gordon White by [illegible]

GORDON WHITE **DATE**
SHORELANDS AND ENVIRONMENTAL ASSISTANCE, PROGRAM MANAGER

CITY OF EDMONDS

[illegible] 7.31.13

DAVID O. EARLING **DATE**
MAYOR

ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS FOR THE NATIONAL ESTUARY PROGRAM

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION

1. The RECIPIENT, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible 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.
2. The RECIPIENT shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY upon request before requests for reimbursements will be approved for payment. The RECIPIENT must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

CULTURAL AND HISTORIC RESOURCES PROTECTION

The RECIPIENT must comply with all requirements listed in Section 106 of the National Historic Preservation Act prior to implementing any project that involves soil disturbing activity.

The RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to ECOLOGY's project manager prior to any soil disturbing activities. ECOLOGY will contact Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to fulfill Section 106 requirements. Any prior communication between the RECIPIENT, the DAHP, and the tribes is not sufficient to meet requirements. Any mitigation measures as an outcome of this process will be requirements of this agreement.

Any soil disturbing activities that occur prior to the completion of the Section 106 process will not be eligible for reimbursement. Activities associated with cultural resources review are grant eligible and reimbursable.

The Department of Archaeology and Historic Preservation has provided guidance that can be accessed online at: http://www.dahp.wa.gov/section-106
http://www.dahp.wa.gov/sites/default/files/External%20FINAL.pdf

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

General Compliance, 40 CFR, Part 33
The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

Fair Share Objectives, 40 CFR, Part 33, Subpart D
A recipient must negotiate with the appropriate EPA award official or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient
The dollar amount of this assistance agreement is over $250,000; or the total dollar amount of all of the recipient's non-Technical Assistance Grant assistance agreements from EPA in the current fiscal year is over $250,000. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Washington Office of Minority and Women's Business Enterprises** as follows:

MBE: PURCHASED GOODS 8%; PURCHASED SERVICES 10%; PROFESSIONAL SERVICES 10%
WBE: PURCHASED GOODS 4%; PURCHASED SERVICES 4%; PROFESSIONAL SERVICES 4%

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar

construction, supplies, services and equipment, in the same or similar relevant geographic buying market as Washington Office of Minority and Women's Business Enterprises.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts when procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(e) Use the services and assistance of the SBA and the Minority Business Development Agency of Department of Commerce.

(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

EDUCATION AND OUTREACH

The RECIPIENT must do a regional search for existing materials before producing any new educational flyers or pamphlets. The RECIPIENT must request the use of those materials before time and resources are invested to duplicate materials that are already available.

The RECIPIENT must also check the Washington Waters website http://www.ecy.wa.gov/washington_waters/index.html for useful educational materials. These materials are available for public use and can be downloaded directly from the website.

The RECIPIENT must provide ECOLOGY up to two paper copies and an electronic copy 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 ECOLOGY 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.

Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements:

In order to comply with the FFATA, the recipient must complete the FFATA Data Collection Form and return it to ECOLOGY. ECOLOGY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsrs.gov . This information will be made available to the public at www.usaspending.gov. Recipients who do not have a DUNS number can find guidance at www.grants.gov . **Please note that Ecology will not pay any invoices until it has received the completed FFATA Data Collection Form.** Any recipient that meets each of the criteria below must also report compensation for its five top executives, using Ecology's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

- Receives more than $25,000 in federal funds under this award; and
- Receives more than 80 percent of its annual gross revenues from federal funds; and
- Receives more than $25,000,000 in annual federal funds

See www.fsrs.gov for details of this requirement. If your organization falls into this category, you must report the required information to Ecology.

Funding Recognition

The RECIPIENT must inform the public about ECOLOGY 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 ECOLOGY upon request.

Increased Oversight

At ECOLOGY'S request, the RECIPIENT agrees to submit all backup documentation with each payment request submittal. In addition, ECOLOGY's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

INDIRECT RATE

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

LIGHT REFRESHMENTS

The RECIPIENT may spend up to $100 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed $300.

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 ECOLOGY at the time of submitting each invoice, on forms provided by ECOLOGY, 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 ECOLOGY's Financial Manager. ECOLOGY'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 ECOLOGY's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Required Forms:

Any Match Combination	Cash Only	Where Applicable
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.

Cost Reimbursable Basis: Payments to the RECIPIENT will be made on a "reimbursable basis" no more often than once per month unless allowed by ECOLOGY's Financial Manager. ECOLOGY's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

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 electronic quarterly progress reports to ECOLOGY's Financial Manger and Project Manager. Payment requests will not be processed unless all progress reports have been submitted to ECOLOGY.

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 reports are due 15 days following the end of the quarter being reported. Payment requests will not be processed without a current Progress Report. A progress report must be submitted even if no progress has occurred.

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. The recipient must also attach all landowner agreements signed during the respective quarter to each progress report.

REQUIRED DOCUMENT SUBMITTALS

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

- Electronic copy of draft project completion report
- Electronic copy of final project completion report
- Educational products developed under this agreement – up to 2 copies
- Documents that require ECOLOGY Approval – 2 copies (one for ECOLOGY and one for the RECIPIENT)
- Interlocal agreements – 1 copy for ECOLOGY's Financial Manager
- Professional services procurement agreements – 1 copy to ECOLOGY's Financial Manager

Additional Required Document Submittals for the National Estuary Program used by ECOLOGY to satisfy Federal Provisions.

- Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form – 1 signed original copy submitted to ECOLOGY's Financial Manager with the first payment reimbursement request

SPECIAL CONDITION FOR RECIPIENTS IN SNOHOMISH AND KING COUNTY

For RECIPIENTS in either Snohomish or King County: When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein will be contingent upon appropriation of funds by the RECIPIENT's governing body; provided that nothing contained herein will preclude ECOLOGY from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

VOLUNTEER TIME DOCUMENTATION

The RECIPIENT must report to ECOLOGY 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.

QUALITY ASSURANCE

Quality Assurance Project Plan (QAPP). Prior to initiating project activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP) Waiver Form. If ECOLOGY's Quality Control Manager determines that a QAPP is needed, the RECIPIENT must prepare a QAPP. The QAPP must follow Ecology's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies* (*Guidelines*), July 2004 (Ecology Publication No. 04-03-030). 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, comment, and must be approved before starting the environmental activities covered by the QAPP. For more information, visit: http://www.ecy.wa.gov/programs/eap/qa/docs/GranteeQAPP/index.html

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 ECOLOGY of Ecology's Environmental Assessment Program's website, available at:

http://www.ecy.wa.gov/apps/eap/acclabs/labquery.asp

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

If GIS data is collected, Ecology data standards are encouraged. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables. More information is available at:

http://www.ecy.wa.gov/services/gis/data/standards/standards.htm

ATTACHMENT II: FEDERAL PROVISIONS

The Sub-Recipients shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement.

ADMINISTRATIVE CONDITIONS

1. **Cost Principles**
   Sub-Recipient agrees to comply with the cost principles of the below listed federal regulations are applicable as appropriate to this award.

   2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments
   2 CFR 220 (A-21) for Educational Institutions
   2 CFR 230 (A-122) Nonprofit Organizations
   FAR 31.2 for Commercial Organizations

   An electronic copy of all the Circulars and applicable CFR's may be obtained via the OMB Home Web page at http://www.whitehouse.gov/omb/circulars_default. Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.

2. **Audit Requirements**
   The Sub-Recipient shall fully comply with requirements of OMB Circular A-133, 'Audits of States, Local Governments, and Non-Profit Organizations, if applicable.

3. **Hotel-Motel Fire Safety Act**
   Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, Sub-Recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended. Sub-Recipient may search the Hotel-Motel National Master List at: http://www.usfa.dhs.gov/applications/hotel to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

4. **Recycled Paper**

   Institutions of Higher Education Hospitals and Non-Profit Organizations

   In accordance with 40 CFR 30.16, Sub-Recipient agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

   State Agencies and Political Subdivisions

   In accordance with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds $10,000 or where the quantity of such items acquired in the course of the

preceding fiscal year was $10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchases of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

State and Local Institutions of Higher Education and Non-Profit Organizations

In accordance with 40 CRF 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

State Tribal and Local Government Recipients

In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), Sub-Recipient agrees to use recycled paper and double sided printing for all reports which are prepared a part of this Agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

5. **Lobbying**
Sub-Recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying.* Sub-Recipient shall include the language of this provision in award documents for all sub-awards exceeding $100,000, and require that sub-awardees submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each expenditure.

Part 30 Recipients

All contracts awarded by Sub-Recipient shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30. Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Lobbying and Litigation

Sub-Recipient's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. Sub-Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities

6. **Suspension and Debarment**
Sub-Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. Sub-Recipient is responsible for ensuring that any lower tier covered transaction

as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. Sub-Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Sub-Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment. Sub-Recipient may access the Excluded Parties List System at: http://www.sam.gov. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'.

7. **Drug-Free Workplace Certification**
   Sub-Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, Sub-Recipient organization must identify all known workplaces under its federal award; and keep this information on file during the performance of the award. Sub-Recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300. The consequences for violating this condition are detailed under Title 40 CFR 36.510. Sub-Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at: http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html

8. **Management Fees**
   Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

9. **Reimbursement Limitation**
   If Sub-Recipient expends more than the amount of federal funding in its approved budget in anticipation of receiving additional funds, it does so at its own risk. The Federal Government is not legally obligated to reimburse Sub-Recipient for costs incurred in excess of the approved budget.

10. **Trafficking in Persons**
    The following prohibition statement applies to Sub-Recipient, and all sub-awardees of 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 AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD."

11. DUNS and CCR Requirements

Unless otherwise exempted from this requirement under 2 CFR 25.110, Sub-Recipient must maintain the currency of its information in the CCR until submission of its final financial report required under this Award or receive the final payment, whichever is later. Sub-Recipient may not make a sub-award to any entity unless the entity has provided its DUNS number to Sub-Recipient.

12. FY2011 ACORN Funding Restriction

No funds provided under this Agreement may be used for sub-awards/sub-grants or contracts to the Association of Community Organizations for Reform NOW (ACORN) or any of its subsidiaries.

13. Disadvantaged Business enterprise Requirements, General Compliance

Sub-Recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

14. Sub-Awards

If Sub-Recipient makes sub-awards under this Agreement, Sub-Recipient is responsible for selecting its sub-awardees and, if applicable, for conducting sub-award competitions. Sub-Recipient agrees to:

1. Establish all sub-award agreements in writing;
2. Maintain primary responsibility for ensuring successful completion of the approved project (SUB-RECIPIENT CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE).
3. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee.
4. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
5. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
6. Obtain Ecology's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
7. Obtain approval from Ecology for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

15. FY12 APPR ACT: Unpaid Federal Tax Liabilities and Federal Felony Convictions

This award is subject to the provisions contained in ECOLOGY of Interior, Environment, and Related Agencies Appropriations Act, 2012, HR 2055, Division E, Sections 433 and 434 (sections 433 and 434) regarding unpaid federal tax liabilities and federal felony convictions. Accordingly, by accepting this award the recipient acknowledges that it: (1) is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal conviction under any Federal law

within 24 months preceding the award, unless EPA has considered suspension or debarment of the corporation, or such officer or agent, based on these tax liabilities or convictions and determined that such action is not necessary to protect the Government's interests. If the recipient fails to comply with these provisions, EPA will annul this agreement and may recover any funds the recipient has expended in violation of sections 433 and 434.

PROGRAMMATIC CONDITIONS

1. **Semi-Annual Performance Reports**
   Consistent with 40 CFR §35.115 and EPA Order 5700.7, the sub-recipient will submit performance reports using the Financial and Ecosystem Accounting Tracking System (FEATS) form every six (6) months during the life of the project. The FEATS form will be provided to the sub-recipient by the Ecology Project Manager. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted on or before April 15th and October 15th of each calendar year to the Ecology Project Manager. It is preferred that reports be submitted by electronic mail. In accordance with 40 CFR Part 30.51(d) and 40 CFR Part 31.40, as appropriate, the sub-recipient agrees to submit performance reports that include brief information on each of the following areas:
   (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan and sub-awards for the period.
   (b) The reasons for slippages if established outputs/outcomes were not met.
   (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

   In addition to the semi-annual performance reports, the sub-recipient shall immediately notify Ecology Project Manager of developments that have a significant impact on the award-supported activities. In accordance with 40 CFR Part 30.51(f) and 40 CFR Part 31.40(d), as appropriate, the sub-recipient agrees to inform the Ecology Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

2. **Recognition of EPA Funding**
   Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

   "THIS PROJECT HAS BEEN FUNDED WHOLLY OR IN PART BY THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY UNDER PUGET SOUND ECOSYSTEM RESTORATION AND PROTECTION COOPERATIVE AGREEMENT GRANT PC-00J20101 WITH WASHINGTON STATE DEPARTMENT OF ECOLOGY. THE CONTENTS OF THIS DOCUMENT DO NOT NECESSARILY REFLECT THE VIEWS AND POLICIES OF THE ENVIRONMENTAL PROTECTION AGENCY, NOR DOES MENTION OF TRADE NAMES OR COMMERCIAL PRODUCTS CONSTITUTE ENDORSEMENT OR RECOMMENDATION FOR USE."

3. **Copyrighted Material**
   EPA has the right to reproduce, publish, use, and authorize others to use copyrighted works or other data developed under this assistance agreement for Federal purposes. Ecology acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

4. **Peer Review**
   The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to the Ecology Project Manager prior to releasing any final reports or products resulting from the funded study.

5. **Quality Assurance.**
   The RECIPIENT must first complete a Quality Assurance Project Plan (QAPP) waiver form (see http://www.ecy.wa.gov/programs/eap/qa/docs/NEPQAPP/index.html). Completing the waiver form may indicate that a detailed QAPP is required. *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies* can be found at http://www.ecy.wa.gov/biblio/0403030.html. The RECIPIENT must submit a waiver or QAPP to Ecology's QA Officer for review, comment, *and final approval* prior to conducting any work on the project (e.g., field measurements, sample collections, laboratory analyses, analysis of existing data, modeling). All relevant environmental data must be submitted to Ecology in EIM format (see http://www.ecy.wa.gov/eim) unless specified otherwise by the QA Officer.

ATTACHMENT III: ECOLOGY'S GENERAL TERMS AND CONDITIONS

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall 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 ECOLOGY.

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 ECOLOGY that all approvals and permits have been secured, and make copies available to ECOLOGY upon request.
2. Discrimination. ECOLOGY 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 ECOLOGY 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, ECOLOGY 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 ECOLOGY 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 ECOLOGY 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 ECOLOGY within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to ECOLOGY with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to ECOLOGY 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 ECOLOGY 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 15 days following the end of the quarter being reported, and no later than thirty (30) days.

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 ECOLOGY 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 ECOLOGY. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by ECOLOGY, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to ECOLOGY 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. ECOLOGY may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by ECOLOGY may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in ECOLOGY'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.5 herein.

5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by ECOLOGY and any unauthorized expenditure(s) charged to this grant shall be refunded to ECOLOGY 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 ECOLOGY 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 ECOLOGY, to perform any obligation required of it by this agreement, ECOLOGY may refuse to pay any further funds there under 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 ECOLOGY, shall become ECOLOGY 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 ECOLOGY for damages sustained by ECOLOGY and/or the State of Washington because of any breach of agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of ECOLOGY 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 ECOLOGY 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 ECOLOGY 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, ECOLOGY 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 ECOLOGY.

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

ECOLOGY 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 ECOLOGY; present papers, lectures, or seminars involving information supplied by ECOLOGY; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
3. Tangible Property Rights. ECOLOGY'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 ECOLOGY 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 ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen or damaged while in the RECIPIENT's possession, ECOLOGY 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 ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY 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 ECOLOGY's sole discretion, be required to repay to ECOLOGY all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of ECOLOGY by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds. If payments have been discontinued by ECOLOGY 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 ECOLOGY, may become ECOLOGY'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 ECOLOGY 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 ECOLOGY 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. ECOLOGY 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.

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