

To be posted on City of Vancouver Website

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF VANCOUVER AND  
THE CITY OF BATTLE GROUND FOR**

**THE STUDENT WATERSHED MONITORING PROGRAM AND FOR  
A 2014 DEPARTMENT OF ECOLOGY GROSS GRANT PROJECT:  
“CONNECTING SCHOOLS AND FAMILIES TO HEALTHY STORMWATER  
ACTIONS”**

THIS IS AN INTERLOCAL SERVICES AGREEMENT, entered into under the authority of the Interlocal Cooperation Act, RCW 39.34.080 and is made and entered into this 9<sup>th</sup> day of June, 2014, by and between the City of Vancouver, Washington, a municipal corporation (hereinafter referred to as “VANCOUVER”) and the City of Battle Ground, Washington, a municipal corporation (hereinafter referred to as “BATTLE GROUND”). Together and hereinafter they are collectively referred to as “the Parties”.

**WHEREAS**, the City of Vancouver and the City of Battle Ground are committed to protecting the health of Clark County watersheds and the Columbia River into which they drain; and

**WHEREAS**, the Parties must perform public education and outreach activities as required by the National Pollution Discharge Elimination System permit issued to each agency individually by the Washington State Department of Ecology; and

**WHEREAS**, VANCOUVER and BATTLE GROUND recognize that the hands-on activities and field trips associated with the Student Watershed Monitoring Program are ways of educating our children about threats to our water resources and involving them in the protection process; and

**WHEREAS**, the Parties are working as partners, through their respective Public Works Departments, together with the Clark County Environmental Services Department, to receive and perform work under a Washington Department of Ecology Stormwater Grant awarded through the Grants of Statewide and Regional Significance (GROSS) program directed at “Connecting Schools and Families to Healthy Stormwater Actions” (the “Grant”) which will benefit both the Parties; and

**WHEREAS**, VANCOUVER and BATTLE GROUND recognize the benefit in continuing participation in the Student Watershed Monitoring Program in future years, should funds be available; and

**WHEREAS**, this interlocal agreement is entered into for the mutual benefit of the Parties and is specifically authorized by the Interlocal Cooperation Act set forth in Chapter 39.34 of the Revised Code of Washington.

Now, therefore, and in consideration of the services to be rendered, resources to be shared, and the payments to be made, the parties hereby recite, covenant and agree as follows:

1. Purpose:

The purpose of this Interlocal Agreement is to provide a framework for BATTLE GROUND to participate as a partner or Cooperating Agency in the Grant project. Funding of up to \$5,000 from

grant proceeds will be provided from VANCOUVER to BATTLE GROUND to support BATTLE GROUND's participation in the "Connecting Schools and Families to Healthy Stormwater Actions" project.

Each partner will assign a staff member to work with VANCOUVER'S Project Manager, Liaison, and/or Grants Accountant who will act as the primary Cooperating Agency lead for the project. As appropriate, other Cooperating Agency staff can participate in the project and be eligible for staff time reimbursement. It is recognized by BATTLE GROUND that, while no funding match is required by this grant, the completion of deliverables, if not fully covered by the indicated budget, may entail "in-kind" contributions of staff time, materials, and/or services beyond what is reimbursed by the Grant. Washington Department of Ecology grant funds received by VANCOUVER will be administered under the terms of the Funding Agreement (Addendum I) with Ecology.

This Agreement (including the 2014 GROSS Grant Budget and Scope of Work, which immediately follows the signature section) between VANCOUVER and BATTLE GROUND is made for the purpose of specifying the Parties responsibilities and reporting to Ecology the costs incurred by Cooperating Agencies for performing services associated with accomplishing the Grant performance items and deliverables. These costs will be reimbursed from Grant funds either directly by Ecology or indirectly by VANCOUVER, as determined by VANCOUVER's agreement with Ecology.

Following completion of the GROSS Grant project, detailed below, the term of this interlocal agreement shall run through December 31, 2018 as agreeable to the Parties and contingent on available funding and continuing local school involvement. The scope and budget for future years, beyond the GROSS Grant Initial Term shall be determined annually in a scope of work and budget document executed by the Parties' Public Works Directors.

**2. Term and Maximum Amount:**

- 2.1. **Initial Term:** The initial term for the Agreement under the GROSS Grant shall be from January 1, 2014 to February 28, 2015. As noted immediately above in 1. Purpose, the interlocal agreement will continue on through December 31, 2018 should there be sufficient budget and tasks defined on an annual basis to continue the partnership.
- 2.2. **Renewal:** Subject to the termination provisions below and the availability of Grant funds from Ecology, this Agreement may automatically be renewed for periods corresponding to Grant extensions authorized by Ecology, if any.
- 2.3. **Maximum Amount:** Total Grant expenditures by BATTLE GROUND may not exceed \$5,000 unless pre-approved in writing by the VANCOUVER Project Liaison. Distribution of these funds is outlined in the Grant funding agreement between Ecology and VANCOUVER (Addendum I).

2.3.1. Reimbursement and available budget for partner staff time is as follows:

Partner	Budgeted Hours	Budgeted Amount	Not to Exceed Amount
City of Vancouver	537	\$24,702	\$30,000
City of Battle Ground	87	\$4,002	\$5,000

Clark County	87	\$4,002	\$5,000
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Staff positions and hours expended on behalf of the project may be submitted for reimbursement; however, they may not exceed the maximum amount per partner listed above without agreement between VANCOUVER and Ecology. As noted in Section F of the Ecology Funding Agreement, BATTLE GROUND may charge an indirect rate of up to 25 percent based on employees' direct salary and benefit costs incurred while conducting project-related work, however, a list of items included in the indirect rate calculation must be provided to VANCOUVER so it is available for review by Ecology.

- 2.3.2. Cooperating Agencies will be reimbursed for Grant activities, materials, and services listed in the grant Funding Agreement between Ecology and VANCOUVER (Addendum I). The Parties agree to comply with the terms and conditions of the Funding Agreement which are incorporated herein by this reference. In addition to staff time, expenditures include postage and mileage or other materials and services as agreed to by VANCOUVER. Unless otherwise mutually agreed, VANCOUVER will pay vendors and service providers directly.
3. Authorizing Entity: The parties agree that VANCOUVER will administer this Agreement in accordance with the terms of the Agreement and VANCOUVER 's adopted policies and procedures.
4. Cooperating Agencies (BATTLE GROUND) agree(s) to:
  - 4.1. Provide staff support to VANCOUVER's Project Coordinator and contractors assigned to various tasks for Grant program development. Total reimbursement for staff time and other expenditures is limited to the not to exceed amounts provided in Section 2.3.1, above. Each agency will contribute additional staff support if necessary to meet grant deliverables in their own jurisdictions and to collaborate in joint activities as listed in Section 4.2 through 4.7, below. The Cooperating Agencies agree to support grant tasks as outlined in the Project Tasks and Assignments list included above (pages 2 and 3).
  - 4.2. Participate on the Technical Committee and attend regularly scheduled meetings and response to electronic communications;
  - 4.3. Assist and participate in the development of Grant strategies, investigations, toolkits, and other deliverables;
  - 4.4. Provide technical assistance and review products and interagency communications, as necessary, for development and delivery of Grant activities;
  - 4.5. Assist with program implementation and coordination among participating schools and toolkit projects within the respective jurisdiction;
  - 4.6. Promote and staff Grant activities and events held within or on behalf of their individual jurisdictions;

- 4.7. Submit invoices for reimbursement of expenses to VANCOUVER on at least a quarterly basis to meet Ecology reporting timelines. Partner invoices will include, as backup documentation, a report listing the total hours and expenses by Grant task for associated Grant activities.
5. VANCOUVER agrees to:
- 5.1. Provide staff to lead and collaborate in joint activities as listed in Sections 4.1 through 4.7, above.
  - 5.2. Serve as the Grant Contract Administrator:
    - 5.2.1. Prepare and submit a progress report to Ecology, following receipt of the Contracting Agencies reports for each quarter; Reports are due to Ecology no later than 15 days following the end of the quarter.
    - 5.2.2. Process invoices from vendors and other service providers as appropriate;
    - 5.2.3. Reimburse Cooperating Agencies for submitted expenses, as allowed under the Grant agreement with Ecology;
    - 5.2.4. Submit the eligible costs for reimbursement as defined by Ecology guidelines.
6. Frequency of reports: Cooperating Agencies will submit at least a quarterly report no later than 7 days after of the end of each quarter, for work performed during that quarter. Reports may be submitted for either a single month or for two months at a time where this is appropriate. For example, section 2.1 above notes that the Grant ends on February 28, 2015; in this case, it would be appropriate to submit a two month report covering the months of January and February 2015. Reports may be in an electronic format.
7. Assignment: Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.
8. Modification: This Agreement may be modified by further written agreement upon mutual acceptance of the Parties.
9. Hold Harmless/Indemnification: Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions injuries, damages, losses or suits including reasonable attorney fees and costs, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
10. Mutual Termination: This Agreement may be terminated by mutual agreement by the parties. This Agreement will be automatically terminated if Grant funds from Ecology are no longer available.
11. Termination for Breach: If either party fails to comply with the terms and conditions of this Agreement, the other party, upon 30 days prior written notice to the breaching party, may terminate this Agreement with no continuing financial liability to the non-breaching party.

12. Severability: If any provision of this Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to service the purposes and objectives of all parties.
13. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in Clark County, Washington.
14. Entire Agreement: This Agreement constitutes the entire agreement by the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.
15. Captions: Paragraph headings have been included for convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.
16. Non-Discrimination: Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status, or disability in employment or the provision of services.
17. Interlocal Cooperation Act Compliance: Pursuant to RCW 39.34 RCW, the purpose of this Interlocal Agreement is as set forth in Section 1 (Purpose). Its duration is as specified in Section 2 (Term and Maximum Amount). Its method of termination is set forth in Sections 10 (Mutual Termination) and 11 (Termination for Breach). Its manner of financing and of establishing and maintaining a budget therefore is described in Section 2 (Term and Maximum Amount). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
18. Agreement Execution and Posting: The Parties agree that there shall be two (2) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the Parties. Upon execution, one executed original of this Agreement shall be retained by each of the Parties. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the VANCOUVER website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution of the originals and posting of a copy on the VANCOUVER website, each such duplicate original shall constitute an agreement binding upon all Parties.

## **REPORTING**


All invoices shall be sent to the attention of:

Rich McConaghy, Water Resources Education Center  
PO Box 1995  
Vancouver, WA 98668-1995


**Changes to the terms and conditions of this agreement may be made by mutual agreement between VANCOUVER and BATTLE GROUND.**

DATED this 9th day of June 2014.

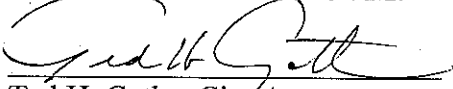
**CITY OF VANCOUVER**

  
Eric J. Holmes, City Manager


**ATTEST:**

  
R. Lloyd Tyler, City Clerk  
~~By: Carrie Lewellen, Deputy City Clerk~~

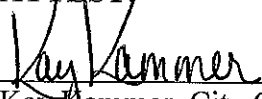
**APPROVED AS TO FORM:**

  
Ted H. Gathe, City Attorney

**CITY OF BATTLE GROUND**

  
John Williams, City Manager

**ATTEST:**

  
Kay Kammer, City Clerk

**APPROVED AS TO FORM:**

  
Brian Wolfe, City Attorney

### 2014 GROSS Grant Budget and Scope of Work

#### PROJECT: Connecting Schools and Families to Healthy Stormwater Actions -

Addendum I to this interlocal agreement provides the Funding Agreement (G1400551 – signed on April 4, 2014) between the State of Washington Department of Ecology and VANCOUVER for a grant under the Grants of Regional or Statewide Significance (GROSS) program for a project summarized as “Connecting Schools and Families to Healthy Stormwater Actions”. BATTLE GROUND was included, along with Clark County, as a partner in the grant proposal submitted by VANCOUVER on October 1, 2013. This 2014 GROSS Grant Budget and Scope of Work details the funding to be provided to BATTLE GROUND as a sub-grantee of VANCOUVER as well as the project role and administrative responsibilities that BATTLE GROUND assumes as a sub-grantee or Cooperating Agency for the project.

The term of this scope and budget starts on January 1, 2014 and runs through the grant period which expires on February 28, 2015. Participation in a post project assessment or other administrative roles will continue after that date as required to finalize and close out the project, but

**Grantee/Authorizing Entity:**  
City of Vancouver (VANCOUVER)  
Water Resources Education Center  
4600 SE Columbia Way / PO Box 1995  
Vancouver, WA 98661

**Project Coordinator:**  
Cory Samia, Educator  
Telephone: 360-487-7112

**Sub-Grantee/Cooperating Agency:**  
Battle Ground Public Works (BATTLE GROUND)  
109 SW 1<sup>st</sup> Street, Suite 127  
Battle Ground, WA 98604

**Project Coordinator:**  
Kelly Uhacz, P.E., Engineering Tech II  
Telephone: 360-342-5069

CITY Project Liaison: Rich McConaghy, Environmental Resources Manager - 360-619-4125

Funding Amount to Sub-Grantee/Cooperating Agency: **\$5,000**

**This agreement takes effect upon signature of both parties.** The Scope of Work described herein must be completed on or before February 28, 2015.

## **SCOPE OF WORK**

### **Grant Project Overview:**

This project addresses water quality for the state of Washington and seeks to build awareness of the connections between individual behaviors and land-based activities to stormwater pollution and surface water quality. The project is a continuation and enhancement of a successful student monitoring program and annual Watershed Congress and provides for creation of new land-based, stormwater impact monitoring investigations and Watershed Family Science Festivals. The project, Connecting Schools and Families to Healthy Stormwater Actions program, will target school-aged children and adults using outdoor hands-on lessons, presentations, workshops, and science festivals.

The total grant award for the project is \$129,696. As noted above, the BATTLE GROUND allocation for these grant funds is set at \$5,000 for all tasks and is expected to provide primarily reimbursement for staff time assigned to support the project. The detailed budget developed for the project indicates an anticipated combined benefit to Battle Ground area schools and to BATTLE GROUND of over \$10,000 in services and support from all tasks for the ongoing program. Additional project benefits will result from contractor, city staff, and partner efforts as well as from the direct expenditures for new elements and from the toolkit projects that are developed to grow the program long-term community-wide.

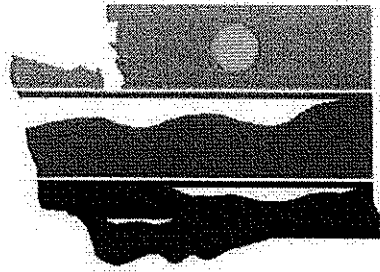
### **Project Tasks and Assignments:**

1. Project Administration/Management – all partners have some role, VANCOUVER has lead role – BATTLE GROUND role includes tracking hours and expenditures, submitting invoices and reporting on project activity progress.
2. Develop New Land-Based, Stormwater Impact Monitoring Investigations – VANCOUVER has lead role – BATTLE GROUND role includes participation in meetings to offer input as

- technical advisors on stormwater issues and to identify and review or refine investigations that are developed in coordination with a contractor(s).
3. Demonstrate How Current and New Investigations Apply to Learning Standards – VANCOUVER has lead role working with a contractor – BATTLE GROUND role is expected to be fairly limited, though review of products may be requested.
  4. Implement Land-Based, Stormwater Impact Monitoring Investigations – VANCOUVER has lead role in managing contractors who will perform the major work under this task – BATTLE GROUND role includes a minor role in familiarization with activities and participation in the Watershed Congress event and potential coordination with classrooms and contractors as they undertake their field activities.
  5. Develop and Install Hands-On Project Toolkits – VANCOUVER has lead role – BATTLE GROUND role includes support in developing appropriate toolkits, helping to select suitable projects/sites, and working with school groups who are offered assistance to install projects near their schools or sampling sites.
  6. Watershed Family Science Festivals – VANCOUVER has lead role – BATTLE GROUND role is fairly minor and may include support in lining up activities and resources for some of the events and possible participation in one or two of the three planned events.
  7. Disseminate Products - VANCOUVER has lead role – BATTLE GROUND role may include posting materials and information about the project and its outcomes and resources on the (Stormwater Partners) website and making presentations to local decision-makers or others.

**Addendum I - follows**





# DEPARTMENT OF ECOLOGY State of Washington

## 2013-15 BIENNIAL MUNICIPAL STORMWATER GRANTS OF REGIONAL OR STATEWIDE SIGNIFICANCE

### FUNDING AGREEMENT BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY AND CITY OF VANCOUVER

GRANT AGREEMENT NUMBER  
G1400551

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**2013-15 BIENNIAL MUNICIPAL STORMWATER  
GRANTS OF REGIONAL OR STATEWIDE SIGNIFICANCE  
Funding Agreement  
Between  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
CITY OF VANCOUVER**

THIS is a binding agreement between the state of Washington Department of Ecology (DEPARTMENT) and the City of Vancouver (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:	Connecting Schools and Families to Healthy Stormwater Actions
Grant Number:	G1400551
State Fiscal Year:	FY 2014
Total Project Cost:	\$129,696
Total Eligible Cost:	\$129,696
DEPARTMENT Share:	\$129,696
RECIPIENT Share:	\$0
DEPARTMENT Maximum Percentage:	100 %

**RECIPIENT Information**

RECIPIENT Name:	City of Vancouver
Mailing Address:	PO Box 1995 Vancouver, WA 98668-1995
Fax Number:	360-693-8878
Federal Taxpayer ID Number:	91-6001288
PROJECT Manager:	Rich McConaghy
Email Address:	<a href="mailto:rich.mcconaghy@cityofvancouver.us">rich.mcconaghy@cityofvancouver.us</a>
Phone Number:	360-619-4125
PROJECT Financial Officer:	LaVonne Steiner-Weigel
Email Address:	<a href="mailto:lavonne.steiner@cityofvancouver.us">lavonne.steiner@cityofvancouver.us</a>
Phone Number:	360-487-8440

**DEPARTMENT Contact Information**

Project Manager:

Nikki Guillot

Email Address:

[nikki.guillot@ecy.wa.gov](mailto:nikki.guillot@ecy.wa.gov)

Phone Number:

360- 690-4782

Address:

**Northwest**

WA State Department of Ecology  
Northwest Regional Office  
3190 160<sup>th</sup> Ave SE  
Bellevue, WA 98008-5452  
Fax (425) 649-7098

**Central**

WA State Department of Ecology  
Central Regional Office  
15 West Yakima Ave, Suite 200  
Yakima, WA 98902-3452  
Fax (509) 575-2809

**Southwest**

WA State Department of Ecology  
Southwest Regional Office  
P.O. Box 47775  
Olympia, WA 98504-7775  
Fax (360) 407-6305

**Eastern**

WA State Department of Ecology  
Eastern Regional Office  
N. 4601 Monroe  
Spokane, WA 99205-1295  
Fax (509) 329-3570

**Vancouver**

WA State Department of Ecology  
Vancouver Field Office  
2108 Grand Boulevard  
Vancouver, WA 98661-4622

**Headquarters**

WA State Department of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600  
Fax (360) 407-6426

Financial Manager:

Layne Slone

Email Address:

[layne.slone@ecy.wa.gov](mailto:layne.slone@ecy.wa.gov)

Phone Number:

360-407-6225

Fax Number:

360-407-7151

Address:

WA State Department of Ecology  
Water Quality Program, FMS  
P.O. Box 47600  
Olympia, WA 98504-7600

**CHECK ALL THAT APPLY:**

- 2013-15 Biennial Municipal Stormwater Grants of Regional or Statewide Significance (state funds):  Yes
- Amount: \$129,696 Funded with Local Toxics Control Account – State
- Increased Oversight?  Yes  No

The effective date of this agreement is the **October 31, 2013**.

This agreement expires: February 28, 2015.

Post Project Assessment date – three years after the expiration date of the agreement (see Post Project Assessment in Attachment I): February 28, 2018.

**PART II. PROJECT SUMMARY**

This project will address water quality for the state of Washington. This project seeks to build awareness of the connections between individual behaviors and land-based activities to stormwater pollution and surface water quality. This is a continuation and enhancement of a successful student monitoring program and annual Watershed Congress with creation of new land-based, stormwater impact monitoring investigations and Watershed Family Science Festivals. The project, Connecting Schools and Families to Healthy Stormwater Actions program, will target school-aged children and adults using outdoor hands-on lessons, presentations, workshops, and science festivals.

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**PART III. PROJECT BUDGET**

<b>Connecting Schools and Families to Healthy Stormwater Actions</b>		
<b>TASKS/ELEMENTS</b>	<b>TOTAL PROJECT COST</b>	<b>**TOTAL ELIGIBLE COST (TEC)</b>
1 - Project Administration/Management	\$3,956	\$3,956
2 - Develop New Land-Based, Stormwater Impact Monitoring Investigations	\$13,643	\$13,643
3 - Demonstrate How Current and New Investigations Apply to Learning Standards	\$7,820	\$7,820
4 - Implement Land-Based, Stormwater Impact Monitoring Investigations	\$72,317	\$72,317
5 - Develop and Install Hands-On Project Toolkits	\$13,733	\$13,733
6 - Watershed Family Science Festivals	\$11,533	\$11,533
7 - Disseminate Products	\$6,694	\$6,694
Total	\$129,696	\$129,696
<b>** The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.</b>		
<b>MATCHING REQUIREMENTS</b>		
DEPARTMENT Share: maximum 100% of TEC		\$129,696

**PART IV. PROJECT GOALS AND OUTCOMES**

A. Financial Assistance Water Quality Project Goals: The overall goals of this project are focused on the protection of Clark County watersheds and include one or more of the following:

- Assists a number of permittees in a region or statewide to implement permit requirements.
- Develops a product that is transferable regionally or statewide.
- Purchases equipment and/or personal services contracts that support activities for multiple permittees.

- Advances regional and statewide access to stormwater management technology or resources.

B. Water Quality and Environmental Outcomes: The following are the anticipated water quality and environmental improvements from the project.

1. Improve water quality by increasing awareness of impacts from stormwater pollution and impervious surfaces in surface waters, low impact development principles, and create knowledge of stormwater stewardship opportunities for children and adults.

C. Performance Items and Deliverables: The following are the anticipated action items that will play an integral role in implementation of the project.

1. Develop land-based, stormwater impact monitoring investigations that align with Washington State K-12 Learning Standards.
2. Add a minimum of eight land-based, stormwater impact monitoring investigations.
3. Train a minimum of 30 educators on the existing and new land-based stormwater impact monitoring investigations and hands-on stormwater projects.
4. Build awareness of impacts from stormwater pollution on surface waters for a minimum of 3,000 students.
5. Provide monitoring stewardship opportunities for a minimum of 3,000 students.
6. Develop a minimum of four hands-on project toolkits that can be applied statewide.
7. Install a minimum of six hands-on stormwater projects using the toolkits.
8. Develop and measure the understanding of water and land-based, stormwater impact monitoring investigations and hands-on stormwater projects to a minimum of ten percent of participating students.
9. Showcase student monitoring activities at the Watershed Family Science Festivals and Watershed Congress.
10. Design, plan, and implement three Watershed Family Science Festivals.
11. Reach a minimum of 100 adult participants through the Watershed Family Science Festivals, and a minimum of 200 student participants through the Watershed Congress.
12. Disseminate products (investigations, surveys, evaluations, presentations, etc.) at Watershed Family Science Festivals, Watershed Congress, conferences, Web pages, public forums or other similar venues.

## **PART V. 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 requests for reimbursement and corresponding backup documentation, progress reports and RECIPIENT closeout report (including photos); 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.

#### **Required Performance:**

- 1. Administer and manage the project and records.
- 2. Submit all required requests for reimbursement and corresponding backup documentation, progress reports, 2-page Project Outcomes Summary, and RECIPIENT Final Report and performance items, in a timely manner.

### **Task 2 – Develop New Land-Based, Stormwater Impact Monitoring Investigations**

- A. The RECIPIENT will meet with consultants, educators, and stormwater technical advisors to develop grade-appropriate and meaningful land-based, stormwater impact monitoring investigations, such as soil testing, percolation, compaction, plant biodiversity, and ARC map/GIS for analysis, that meet Washington State K-12 Learning Standards.
- B. The RECIPIENT will develop an Evaluation Plan that outlines the project goals, metrics of success and identification of areas to improve. Measurements will include the understanding and adoption (if any) of the targeted behaviors. Self-reporting is acceptable.

#### **Required Performance:**

- 1. Submit a final draft of the land-based stormwater impact monitoring investigations to the DEPARTMENT for review and approval. If the DEPARTMENT does not request changes within ten business days, the investigations are considered approved.
- 2. Submit a final draft of the Evaluation Plan to the DEPARTMENT.



### **Task 3 – Demonstrate How Current and New Investigations Apply to Learning Standards**

- A. The RECIPIENT will contract with an educational consultant to review, update, and demonstrate how the current water-based and new land-based, stormwater impact monitoring investigations meet Washington State K-12 Learning Standards.
- B. The RECIPIENT will develop presentations and products designed for educators across the State to understand how the new investigations align with Washington State K-12 Learning Standards. Information will be presented at numerous venues.

#### Required Performance:

- 1. Submit a final summary of how the current water-based and new land-based, stormwater impact monitoring investigations align with Washington State K-12 Learning Standards to the DEPARTMENT.
- 2. Submit a final draft of the presentations and reports to the DEPARTMENT.

### **Task 4 – Implement Land-Based, Stormwater Impact Monitoring Investigations**

- A. The RECIPIENT will train educators to implement the current and new monitoring investigations and stormwater projects.
- B. The RECIPIENT will oversee the implementation of the current and new land-based monitoring investigations, such as soil testing, percolation, compaction, plant biodiversity, and ARC map/GIS data collection.
- C. The RECIPIENT will measure and report outcomes, including student participant results, according to the Evaluation Plan developed in Task 2.
- D. The RECIPIENT will showcase student results at the annual Watershed Congress.

#### Required Performance:

- 1. Submit the educator training documents to the DEPARTMENT.
- 2. Submit results from surveys and measuring of the participants according to the Evaluation Plan to the DEPARTMENT.
- 3. Submit presentations and report outcomes from the annual Watershed Congress to the DEPARTMENT.

### **Task 5 – Develop and Install Hands-On Project Toolkits**

- A. The RECIPIENT in coordination and approval from the DEPARTMENT will develop a minimum of four, hands-on, project toolkits that reduce stormwater pollution. The toolkits will include the resources, materials, instructions, and timing needed to install projects like: riparian area restoration, native tree and shrub plantings, rain gardens, pervious pavement, de-paving, soil amendments, downspout disconnection, or educational signage. Although toolkits will include resources for implementation by students, teachers, or adults, the target audience is the teachers and students participating in the monitoring investigations.
- B. The RECIPIENT will install a minimum of six projects using the newly designed toolkits at various water and land-based stormwater impact monitoring investigation sites.
- C. The RECIPIENT will evaluate the success of the hands-on project toolkits.

#### **Required Performance:**

- 1. Submit a minimum of four final project toolkits to the DEPARTMENT for pre-approval.
- 2. Submit a list of project installation locations and materials necessary for installation to the DEPARTMENT for pre-approval.
- 3. Provide a summary report of installed projects to the DEPARTMENT. The summary report will include the number and types of participants (students, teachers, or parents), and resulting amount of area impacted by the project (i.e., ten square feet of native shrubs planted).

### **Task 6 – Watershed Family Science Festivals**

- A. The RECIPIENT will organize and implement three Watershed Family Science Festivals. The target audience is the participating students, parents, families, and community.
- B. The RECIPIENT will evaluate how effectively the festivals reach the target audience, then will make improvements for future festivals.

#### **Required Performance:**

- 1. Submit an evaluation report of the event to the DEPARTMENT. The report will include the number of participating students; number of family and community members in attendance; and feedback from the attendees.
- 2. Submit an evaluation report to the DEPARTMENT on how the festivals can be improved to reach the target audience with the primary messages.

## **Task 7 – Disseminate Products**

- A. The RECIPIENT will post products online. Host websites include City of Vancouver, City of Battle Ground, Clark County Environmental Services, Stormwater Partners SW Washington, and Washington State Department of Ecology.
- B. The RECIPIENT will present the current water-based and new land-based, stormwater impact monitoring investigations at various conferences and outreach venues.

### Required Performance:

1. Submit final drafts of products to the DEPARTMENT for a 10-business day review period or by DATE prior to posting online. Submit list of host websites to the DEPARTMENT.
2. Submit the final presentations to the DEPARTMENT.

## **PART VI. SPECIAL TERMS AND CONDITIONS**

- A. Sampling Equipment and Toolkit Installation Supply Purchases. The RECIPIENT will give the DEPARTMENT a 10-business day review period to pre-approve purchases of sampling equipment, toolkit installation supplies, and additional equipment needed during the course of the grant period. Grant funding will provide approximately seven handheld GPS units at an estimated cost of \$150 each for use by contract educators in mapping and related activities during field investigations; and approximately seven digital cameras at an estimated cost of \$100 each for use by contract educators to document features of investigation sites.
- B. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.
- C. Printed and Electronic Materials. Printed and electronic materials, including but not limited to brochures, web pages, evaluations, and applications must be offered to the DEPARTMENT for review and approval before printing or using electronically.
- D. Evaluations and Surveys. All evaluations and surveys must be used to direct education and outreach resources most effectively, as well as to connect project activities to the Water Quality and Environmental Outcomes, and the Performance items and Deliverables for this grant.

## **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.

- Attachment II: General Terms and Conditions.
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Recipients of 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 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 sign this agreement:

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

CITY OF VANCOUVER  
PUBLIC WORKS

 04/04/2014  
HEATHER R. BARTLETT DATE  
WATER QUALITY PROGRAM MANAGER

 3/19/14  
BRIAN CARLSON DATE  
DIRECTOR

Approved As To Form:  
Office of the Attorney General

**ATTACHMENT I: General Project Management Requirements  
for the  
2013-15 Biennial Municipal Stormwater Grants of Regional or Statewide Significance  
Funding Agreement**

**A. ARCHEOLOGICAL AND CULTURAL RESOURCES**

RECIPIENT must comply with all requirements listed in Executive Order 05-05 prior to implementing any project that involves soil disturbing activity.

RECIPIENT must conduct and submit a cultural resources survey or complete and submit an EZ-1 Form to the DEPARTMENT's project manager prior to any soil disturbing activities. The DEPARTMENT will contact the Department of Archaeology and Historic Preservation (DAHP) and affected tribes regarding the proposed project activities in order to meet Executive Order 05-05 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 Executive Order 05-05 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/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).

**B. EDUCATION AND OUTREACH**

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.

RECIPIENT must also check the Washington Waters website [http://www.ecy.wa.gov/washington\\_waters/index.html](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.

RECIPIENT must provide the DEPARTMENT up to two copies and an electronic copy on a CD-ROM of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, and 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 drawings, photographs, or printouts of the product.

RECIPIENT must also supply the DEPARTMENT 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, then the RECIPIENT must produce all public outreach materials, pamphlets, fliers, meeting notices, reports, and other educational materials in English and in the other prevalent language.

### **C. EQUIPMENT PURCHASE**

RECIPIENT must get written, prior approval from the DEPARTMENT for any equipment purchase.

### **D. FUNDING RECOGNITION**

RECIPIENT must inform the public about DEPARTMENT 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 upon request.

### **E. INCREASED OVERSIGHT**

If this project is selected for increased oversight, the RECIPIENT must submit all backup documentation with each payment request submittal. In addition, the DEPARTMENT's Project Manager must establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

### **F. 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. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

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

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.

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.

## H. PAYMENT REQUEST SUBMITTALS

Payment Request Submittals. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

Frequency. The RECIPIENT must submit payment requests at least quarterly but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager.

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.

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.

Copies of all applicable forms must be included with an original A19-1A, and must be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans at <http://www.ecy.wa.gov/biblio/9118.html>.

Required Forms:	Where Eligible Costs Have Incurred:
Form A19-1A (original signature)	Form E (ECY 060-12)
Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C2 (ECY 060-9)	Form G (ECY 060-14)
Form D (ECY 060-11)	Form H (F-21)
	Form I (ECY 060-15)

## **I. POST PROJECT ASSESSMENT**

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 years after project completion.

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

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

## **J. PROCUREMENT**

RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. If professional services are contracted, the RECIPIENT will submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

## **K. PROGRESS REPORTS**

RECIPIENT must submit quarterly progress reports to the DEPARTMENT's Financial Manager and Project Manager. Payment requests will not be processed without a progress report.

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.

Reporting Periods. Quarterly progress reports are due 15 days following the end of the quarter:

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

## **L. REQUIRED DOCUMENT SUBMITTALS**

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 report – 1 copy.
- Educational products developed under this agreement – up to 2 copies.



- Documents that require DEPARTMENT Approval – 2 copies (one for the DEPARTMENT and one for the RECIPIENT).
- Interlocal agreements – 1 copy for the DEPARTMENT’s Project/Financial Manager.
- Professional services procurement agreements – 1 copy to the DEPARTMENT’s Project/Financial Manager.

## **M. SPECIAL CONDITION FOR SNOHOMISH COUNTY AND KING COUNTY**

For either Snohomish County 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 the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.

## **N. 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.

RECIPIENT must submit the QAPP to the DEPARTMENT’s project manager for review, comment, and must be approved before starting the environmental monitoring activities.

RECIPIENT must use an environmental laboratory accredited by the DEPARTMENT 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/labs/search.html>

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 the DEPARTMENT 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, the DEPARTMENT's 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.

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**ATTACHMENT II: 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 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 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 Recipients of 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.5. 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 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 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 Recipients of 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 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 Recipients of Ecology Grants and Loans"; and (e) the General Terms and Conditions.

#### **W. FUNDING AVAILABILITY**

The DEPARTMENT's ability to make payments is contingent on availability of funding. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to completion or expiration date of this agreement, the DEPARTMENT, at its sole discretion, may elect to terminate the agreement, in whole or part, or to renegotiate the agreement subject to new funding limitations and conditions. The DEPARTMENT may also elect to suspend performance of the agreement until the DEPARTMENT determines the funding insufficiency is resolved. The DEPARTMENT may exercise any of these options with no notification restrictions.

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