



Agreement No. WQNEPSW-2025-SnCoEF-00028

WATER QUALITY NEP STORMWATER STRATEGIC INITIATIVE 2.0 AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SNOHOMISH COUNTY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Snohomish County, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Evergreen State Fairgrounds Park Drainage Design
Total Cost:	\$862,300.00
Total Eligible Cost:	\$862,300.00
Ecology Share:	\$862,300.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	12/31/2027
Project Type:	NEP Stormwater Strategic Initiative 2.0

Project Short Description:

Snohomish County (the RECIPIENT) at Evergreen State Fairgrounds Park will implement a feasibility study resulting in preliminary designs of Best Management Practices (BMP) for a new French Creek channel to route wetland flow through the Fairgrounds isolated from stormwater collection systems. The completed design will include recommendations for an interpretive program for public education for ongoing efforts to restore habitat and how this project addresses factors of climate resiliency.

Project Long Description:

Snohomish County (RECIPIENT) is implementing a feasibility study and design project at the Evergreen State Fairgrounds Park. The project will create preliminary engineering designs of BMP to address the current ineffective stormwater infrastructure and pollution of natural drainage contaminating French Creek and an un-named tributary. The project site receives surface flow from off-site subbasins to a 25-acre wetland on site which are comingled before being

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routed off-site. Surface water flows are contaminated by runoff from diverse uses including livestock areas, a motorsports track, carnival and recreation vehicles areas with both paved and dirt surfaces.

The commingled water has put stress on existing infrastructure resulting in flooding throughout the property.

The RECIPIENT will conduct feasibility studies and design a BMP to address two issues with the stormwater system.

- Stream Daylighting – RECIPIENT will conduct a feasibility study and design a new surface water channel to route wetland flow through the park property isolated from the existing stormwater collection system.

- Stormwater Collection Vault – RECIPIENT will design a retrofit for the existing inadequate stormwater infrastructure with BMP that enhance flow control, isolate, and collect surface water runoff for retention and treatment before discharging from the property.

These designs will divert significant amounts of flow from the storm system, allow for cost-effective stormwater treatment, improve the water quality of French Creek, restore historic salmonid habitat, and offer educational opportunities for visitors. Retrofitting the existing infrastructure will improve the ecological and hydrological health of the off-site creek, enhance flood resiliency, and reduce hydrologic impacts to the French Creek basin.

Preliminary design will include the RECIPIENT implementing data collection to assess current site conditions including: geotechnical analysis, water quality monitoring, topographic surveying, and stormwater infrastructure assessment. The RECIPIENT will also prepare environmental documentation, identify design, engineering criteria, and environmental standards for future design development, compliance with codes, and permitting requirements including cultural resources review, a wetland delineation and critical areas assessment, a flood risk assessment, and an environmental justice report.

During the design process, the RECIPIENT will provide community planning partners with regular updates and opportunities for input on the proposed elements of the design utilizing citizen action groups identified during development of the Snohomish County Parks 'Preferred Plan'. The Preferred Plan elements were developed with feedback from the public, including over 1,700 community comments from online surveys and public meetings. The RECIPIENT will continue to engage with the community throughout development by creating an outreach program which solicits and incorporates community inputs into the design work. Input from the community will be circulated to project partners before being folded into BMP designs. Designs will include an interpretive program to inform the public about efforts to restore salmon habitat and preliminary recommendations for public use of the area created by the development of a retention vault.

Overall Goal:

This PROJECT will:

- Develop preliminary BMP designs that eliminate pollutants in natural surface waters that come from commingling of surface water with contaminated fairground site runoff.

- Assess current water quality and volume of surface water movement through the site with Geotech, Topographic, and Water Quality assessments.

- Produce and socialize an alternatives analysis report, presented during both the quarterly partner meetings and community meetings. Create a report and executive leadership briefing on the design alternatives.

- Create a final report and 30% design. The design will serve as the basis for: construction grant funding applications, establishing footprint changes to the fair park, promote robust public outreach and input into design of public space, and serve as the basis for construction permit applications.

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RECIPIENT INFORMATION

Organization Name: Snohomish County

Federal Tax ID: 91-6001368

UEI Number: LG8NG8JNJD83

Mailing Address: 14405 179th AVE SE
Monroe, WA 98272

Organization Email: jana.notoa@snoco.org

Contacts

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ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
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Contacts

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Financial Manager	<p>Owen Brummel</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: OBRU461@ecy.wa.gov Phone: (564) 669-3685</p>
Technical Advisor	<p>Doug Howie Senior Stormwater Engineer</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: doho461@ecy.wa.gov Phone: (360) 870-0983</p>

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SCOPE OF WORK

Task Number: 1 **Task Cost: \$25,300.00**

Task Title: Project Development

Task Description:

1.1 QUALITY ASSURANCE PROJECT PLAN (QAPP) DEVELOPMENT

Work related to data collection or analysis may not begin until the Quality Assurance Project Plan (QAPP) is approved by the Washington State Department of Ecology's National Estuary Program Quality Coordinator (NEP QC) or the NEP QC provides written documentation that a QAPP is not required.

Per EPA sub-award terms and conditions, for projects that involve the collection, production, evaluation, or use of environmental information, the RECIPIENT must submit a Quality Assurance Project Plan (QAPP) to the Washington State Department of Ecology's NEP Quality Coordinator (NEP QC) using EPA's NEP guidance for QAPPs. Project work should not begin until the Quality Assurance Project Plan (QAPP) has Quality Assurance approval. At contract start, the RECIPIENT must work with the NEP QC to ensure the project meets quality assurance requirements per the contract terms and conditions.

The RECIPIENT is also required to conduct and document an annual review of the approved QAPP with ECOLOGY for projects exceeding one year in duration. For any changes prior to the annual review the RECIPIENT must contact the NEP QC to confirm required documentation. Changes may include but are not limited to new sampling sites, extended timeline, updated methods, and changes to analysis.

1.2 CULTURAL RESOURCES REVIEW

The RECIPIENT will comply with Section 106 cultural resources review requirements that involve any project site disturbance.

To initiate cultural resources review, the RECIPIENT will:

Complete and submit an Ecology Cultural Resources Review Form, and/or a cultural resources report completed by a licensed professional to ECOLOGY.

Complete and submit an Ecology Inadvertent Discovery Plan (IDP) to ECOLOGY. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site.

The RECIPIENT will complete all cultural resource review requirements as described in this agreement and the Final Determination by ECOLOGY prior to any site-disturbing work.

Cultural Resources Review may take up to 45–60 days to complete.

1.3 PROJECT INITIAL FACTSHEETS

Using the template provided, the RECIPIENT must complete an initial one-page project factsheet at the outset of the grant and a final one-page factsheet at the end of the grant. The initial factsheet will provide an overview of the project and a brief description of the RECIPIENT's organization. The RECIPIENT will submit the initial factsheet with the first quarterly progress report.

1.4 PROJECT FINAL FACTSHEETS

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The RECIPIENT will submit the final factsheet at the end of the grant to summarize project outcomes, lessons learned, and next steps. The Stormwater SIL will make the factsheets publicly available through the website <https://pugetsoundestuary.wa.gov/>.

Task Goal Statement:

The RECIPIENT will develop a plan for project implementation and monitoring (if required) to support the successful completion of the PROJECT.

Task Expected Outcome:

The RECIPIENT will produce and submit to ECOLOGY a QAPP (if required) prior to commencement of the PROJECT. RECIPIENT will complete project factsheets before the end of the project.

Project Development

Deliverables

Number	Description	Due Date
1.1	Copy of signed QAPP or QAPP waiver documentation. Upload to EAGL and notify SWSIL PM and FM	
1.2	An ECOLOGY Cultural Resources Review Waiver or ECOLOGY Final Determination and IDP.	
1.3	Initial Project Factsheet. Upload to EAGL and notify SWSIL PM and FM.	
1.4	Final Project Factsheet. Upload to EAGL and notify SWSIL PM and FM.	

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SCOPE OF WORK

Task Number: 2 **Task Cost:** \$30,000.00

Task Title: Project Administration and Reporting

Task Description:

Task 2 describes the project administrative and reporting requirements. The RECIPIENT will refer to and comply with all underlying state and federal terms and conditions.

2.1 PROGRESS REPORTS/PAYMENT REQUESTS (PRPR)

The RECIPIENT will complete quarterly payment request and progress reports (PRPR) in EAGL (Ecology Administration of Grants and Loans). The RECIPIENT will maintain project records, submit requests for reimbursement with corresponding backup documentation, and fully complete progress reports. Quarterly reporting periods are:

Quarter 1 reporting period: January 1 – March 31; due April 30

Quarter 2 reporting period: April 1 – June 30; due July 30

Quarter 3 reporting period: July 1 – September 30; due October 30

Quarter 4 reporting period: October 1 – December 31; due January 30

Progress reports shall include a description of work completed for each task/subtask during the reporting period, including what deliverables were completed and submitted during the reporting period, total allowable spending by task, status for ongoing project tasks, challenges affecting task-specific or overall project completion date(s), scope of work, or costs, evidence of satisfactory completion of all reporting requirements.

The RECIPIENT will submit invoices at least quarterly, but no more frequently than monthly.

2.2 EPA FEATS REPORTING

The RECIPIENT will complete semi-annual FEATS (Financial and Ecosystem Accounting Tracking System) progress reports and a final FEATS report. The final FEATS report will be submitted within 60 days of the grant expiration date and will reflect the final project billing. The final FEATS report must describe task work completed throughout the project, highlight project outcomes, and summarize lessons learned.

FEATS Reporting Periods:

April 1 – September 30, Due with Quarter 3 progress reporting

October 1 – March 31, Due with Quarter 1 progress reporting

2.3 RECIPIENT CLOSE OUT REPORT (RCOR) IN EAGL

At the conclusion of the project, the RECIPIENT will complete the Recipient Close Out Report (RCOR) in EAGL. The RCOR Form will include project accomplishments, challenges, and all relevant project information.

2.4 WATER QUALITY EXCHANGE (WQX) AND EIM DATA REPORTING

The Water Quality Exchange (WQX) is the tool for data partners to submit monitoring data to EPA. If the RECIPIENT collects any physical, chemical, or environmental data. Then the RECIPIENT's QAPP will specify data to be reported through WQX.

Data for a calendar year (Jan 1 – Dec. 31) must be submitted at least annually.

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See WQX information, including tutorials, found at EPA's website

WQX reporting completed by: end of project, if needed

The RECIPIENT will also submit all environmental data to ECOLOGY's Environmental Informational Management System (EIM). The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully uploaded, find instructions at Ecology website.

2.5 CONTRACTS AND SUBAWARDS

The RECIPIENT may execute one or more subcontracts (professional services agreements). Selection of subcontractor by RECIPIENT must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at EPA's website. A meeting(s) may be held to clarify the scope, schedule, and deliverables. The RECIPIENT and subcontractor will execute the contract and hold a kick-off meeting.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports, EAGL closeout report, FEATS reports, and final project report.
- * Properly maintained project documentation

Project Administration and Reporting

Deliverables

Number	Description	Due Date
2.1	Quarterly Progress Reporting	
2.2	FEATS Reporting	
2.3	Recipient Close Out Report Completed in EAGL	
2.4	WQX and EIM Data Reporting	
2.5	Copy(s) of final consultant contract(s) subawards. Upload to EAGL and notify SWSIL PM and FM.	

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SCOPE OF WORK

Task Number: 3 **Task Cost:** \$220,000.00

Task Title: Data Collection

Task Description:

After completion of Tasks 1.1 and 1.2, the RECIPIENT will collect data on site conditions to provide a baseline assessment for developing preliminary BMP designs for retrofitting and developing new stormwater infrastructure and surface water management. Data collection will include geotechnical analysis to assess infiltration rates and groundwater elevation, water quality monitoring to identify pollutants at the site, and a topographic survey to provide accurate design elevations for the open conveyance channel and fish-passable culverts.

3.1 GEOTECHNICAL EXPLORATIONS

Following completion of Tasks 1.1 and 1.2, the RECIPIENT will assess the structural and infiltration characteristics of the soil in the proposed work area in a Geotechnical Memorandum. The work will include utilizing borings and piezometers for each of the subbasins, to establish design infiltration rates, soil properties, and seasonal groundwater levels. ECOLOGY (ECY) will have 30 days to provide feedback and comments on the memorandum.

3.2 WATER QUALITY MONITORING PROGRAM & DRAFT SUMMARY

The RECIPIENT will develop and implement a water quality monitoring program. This program will include stormwater sampling to identify pollutants present at the site, along with hydrologic and hydraulic (H&H) modeling to quantify the volume of stormwater runoff needing treatment. It will be used during the design phase to meet applicable treatment standards. The H&H modeling will look at both the stormwater runoff and the flow from the unnamed tributary to French Creek to assess both current and future flows. The modeled flow rates will be used during design to size the stormwater treatment flow rates before they are re-introduced to the unnamed tributary to French Creek at the downstream end of the project. The RECIPIENT will create a Draft Water Quality Monitoring Summary analyzing one year of results, including quarterly sampling and monitoring events. ECY will have 30 days to provide feedback on the final summary.

3.3 FINAL WATER QUALITY MONITORING SUMMARY

The RECIPIENT will incorporate ECY's and partner feedback from the Draft into a Final Water Quality Monitoring Summary. ECY will have 30 days to provide feedback on the final summary.

3.4 TOPOGRAPHIC SURVEY MAP

The RECIPIENT will use aerial mapping and ground-based survey to develop a topographic base map of the project area. This will provide the reference surface for concept engineering. The base map will provide 1-foot contours and the extent of key features. It will capture roads, buildings, storm system infrastructure, walls, drainage features, and critical area boundaries.

3.5 EXISTING STORMWATER INFRASTRUCTURE MAPPING AND CONDITION ASSESSMENT

The RECIPIENT will prepare a pipe assessment matrix identifying faulty pipes, proposed repairs, and planning-level cost estimates for each repair. This assessment will be used to evaluate current conditions and their impact on proposed design elements and facilitate design of stormwater separation infrastructure. The stream daylighting project will utilize this data to avoid comingling elements of site surface water runoff with the new creek, while the retention vault will utilize this data to create optimized flow of contaminated water into separate retention and treatment infrastructure. ECY will have 30 days to review and provide feedback.

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Task Goal Statement:

The goal of this Task is to collect and analyze site-specific data to inform the preliminary design of stormwater infrastructure improvements.

Task Expected Outcome:

This task will produce a geotechnical memorandum, and a draft and final water quality monitoring memorandum from the collected data. Existing stormwater conditions will be mapped and assessed.

Data Collection**Deliverables**

Number	Description	Due Date
3.1	Geotechnical Memorandum Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review	
3.2	Draft Water Quality Monitoring Memorandum Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review.	
3.3	Final Water Quality Monitoring Memorandum Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review.	
3.4	Existing Stormwater Conditions Mapping and Condition Assessment Map Upload to EAGL as Link to Map in PDF and Notify the SWSIL PM and FM to Begin 30-day Review	
3.5	Assessment of Stormwater Infrastructure Conditions Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review	

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SCOPE OF WORK

Task Number: 4 **Task Cost:** \$110,000.00

Task Title: Environmental Documentation

Task Description:

The RECIPIENT will complete environmental documentation for the site including wetland delineation with a Critical Areas Report, preparing a Cultural Resources Report in coordination with the Tulalip Tribe, performing hydrologic and hydraulic analysis with report, GIS modeling, and an Environmental Justice Report.

4.1 PERMIT SUPPORT

The RECIPIENT will prepare documentation needed to apply for permits for the surface water separation project, identifying permitting requirements and anticipated timelines. Permit applications will not be submitted during the conceptual design phase funded by this subaward. The RECIPIENT will retain professional services to conduct required field studies and code review to confirm permitting requirements and prepare technical documentation required to support permit applications.

The RECIPIENT will provide a matrix of permit requirements and supporting documentation that can be used in future phases. ECY will have 30 days to review and provide feedback.

4.2 CRITICAL AREAS AND HABITAT ASSESSMENT

The RECIPIENT will identify critical areas and habitat within the project area through GIS research and ground reconnaissance. The RECIPIENT will perform a formal wetland delineation, meeting the Army Corps of Engineers methodology, providing flagging of wetland boundaries for the surveyor to add to the project base map.

The RECIPIENT will provide a Wetlands Critical Area Report and documentation supporting the addressing of steep slopes or other critical areas identified in the project area. ECY will have 30 days to review and provide feedback.

4.3 CULTURAL RESOURCES REPORT

The RECIPIENT will complete a cultural resource screening of the project area for information about previous cultural resources assessments in the project vicinity and identified archeological sites. The RECIPIENT will work with a professional archeologist to conduct a survey of the project area, contacting the Tulalip Tribe to inform them of the survey and inviting them to attend prior to doing so. The archeologist will prepare a report that will include a brief description of the project, a summary of background research, and an assessment of the project's potential for affecting buried pre-contact or historical archeological sites. The report will be suitable for ECY's submission to DAHP and affected Tribes.

4.4 FLOOD RISK ASSESSMENT

The RECIPIENT will assess the flood risk created by the project. The site lies outside the floodplain but proposes to daylight a stream, which will change local hydrology. The assessment will consider risk to public safety and property.

The RECIPIENT will include the Flood Risk Assessment in the Hydraulic Report.

4.5 ENVIRONMENTAL JUSTICE REPORT

The RECIPIENT may create an Environmental Justice Report. Likely analysis required by the contractor will include GIS modeling and review of reporting from similar projects.

If created, the RECIPIENT will provide a copy of the Environmental Justice Report. ECY will have 30 days to review and provide feedback.

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Task Goal Statement:

This Task will complete all necessary environmental documentation and assessments to inform future design and permitting of the surface water separation project.

Task Expected Outcome:

This Task will prepare for necessary permitting, create a wetlands critical areas and habitat assessment report, and a cultural resource screening and report. A project flood risk assessment will be created, as well as an environmental justice report if applicable.

Environmental Documentation**Deliverables**

Number	Description	Due Date
4.1	Permit Requirement Matrix w/ Supporting Documentation to begin 30-day review.	
4.2	Wetlands Critical Area Report Upload to EAGL and Notify SWSIL PM and FM to Begin 30 Day Review.	
4.3	Cultural Resources Report. Email to SWSIL PM and FM.	
4.4	Flood Risk Assessment Upload to EAGL as part of Hydraulic Report and Notify SWSIL PM and FM.	
4.5	If Created, Environmental Justice Report Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review	

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SCOPE OF WORK

Task Number: 5 Task Cost: \$337,000.00

Task Title: Development of Preliminary Design

Task Description:

The RECIPIENT will develop a preliminary design by first creating a Basis of Design (BOD) memorandum describing the stream separation project. The BOD Memorandum will inform an Alternatives Analysis that will compare possible designs and alignments and recommend a preferred alternative. The RECIPIENT and key partners will develop and review the Alternatives Analysis Report to confirm the selection of a preferred alternative daylight stream location. Once selected, the RECIPIENT will advance the preferred alternative for preliminary design, drawing the alternative location into a plan which includes elements necessary to communicate the design approach to partners.

5.1 DRAFT BASIS OF DESIGN MEMORANDUM

The RECIPIENT will create a Draft Basis of Design (BOD) Memorandum describing the project standards for urban stream daylighting design, taking into consideration Snohomish County's design preferences and cost-factors. The BOD memorandum shall provide a common understanding of expectations for the Conceptual Design and should reflect the relevant agency standards and regulatory standards.

The RECIPIENT will submit a Draft BOD Memorandum. ECY will have 30 days to provide comments and feedback, which will be incorporated into the Final BOD Memorandum.

5.2 FINAL BASIS OF DESIGN MEMORANDUM

The RECIPIENT will create a Final Basis of Design (BOD) Memorandum describing the project standards for urban stream daylighting design, taking into consideration Snohomish County's design preferences and cost-factors. The BOD memorandum shall provide a common understanding of expectations for the Conceptual Design and should reflect the relevant agency standards and regulatory standards.

The RECIPIENT will submit a Final BOD Memorandum. ECY will have 30 days to provide comments and feedback.

5.3 ALTERNATIVES ANALYSIS REPORT

The RECIPIENT will design alternate stream alignments, taking into account feedback from subtasks 5.1 and 5.2. The analysis will include a "no-build" alternative. The RECIPIENT will coordinate and provide comments on the alternate alignments and recommendations from partners. The RECIPIENT will select a preferred alternative.

The RECIPIENT will summarize the process of reviewing and selecting an alternative stream alignment, including a synopsis of public input, in an Alternatives Analysis Report.

5.4 CHANNEL ALTERNATIVE ALIGNMENTS CHARETTE

The RECIPIENT will organize and facilitate a charette to discuss channel alignment alternatives. The objective for the charette is to identify how physical constraints, conflicts with fairground uses (as defined in the new Fairgrounds Master Plan), and the concept design requirements influence the alignment alternatives for the new channel.

The RECIPIENT will prepare a summary of the charette, including any applicable meeting notes, presentations, and agendas. ECY will have 30 days to provide comments and feedback.

Task Goal Statement:

This Task will develop a preliminary design for the daylighted stream by identifying feasible alignment alternatives and selecting

a preferred alternative through analysis and stakeholder engagement.

Task Expected Outcome:

This task will produce a finalized Basis of Design Memorandum, an Alternatives Analysis Report, documentation of stakeholder input, and a conceptual alignment plan for the preferred stream location.

Development of Preliminary Design

Deliverables

Number	Description	Due Date
5.1	Draft Basis of Design Memorandum Upload to EAGL and Notify SWSIL PM and FM to Begin 30-Day Review.	
5.2	Final Basis of Design Memorandum Upload to EAGL and Notify SWSIL PM and FM to Begin 30-Day Review.	
5.3	Alternatives Analysis Report Upload to EAGL and Notify SWSIL PM and FM.	
5.4	Channel Alternative Alignments Charette Summary Upload to EAGL, and Notify SWSIL PM and FM to Begin 30-Day Review.	

SCOPE OF WORK

Task Number: 6 Task Cost: \$40,000.00

Task Title: Finalization of Preliminary Design

Task Description:

Following the successful completion of Task 5, the RECIPIENT will create a draft and final version of a preliminary design. The primary outputs from this task will be a designed system which will improve water quality treatment and new BMPs to capture site pollutants.

6.1 DRAFT PRELIMINARY DESIGN

After selecting a preferred alternative, the RECIPIENT will develop a preliminary design to a level of detail needed to identify permitting requirements and develop preliminary construction costs. The design will clearly illustrate the existing and proposed condition and include drawings of the plan, profile, cross sections, as well as any other elements necessary to communicate the design concept to partners. A preliminary Hydraulic Report will be prepared documenting flow rates, HEC-RES modeling, the design standards, compliance with local codes, and calculations performed during design. ECY will have 30 days to respond and provide final feedback.

6.2 FINAL PRELIMINARY DESIGN

The RECIPIENT will submit a final version of the Preliminary Design that incorporates ECY and other partner feedback. ECY will have 30 days to respond and provide final feedback.

Task Goal Statement:

Task 6 will develop and document a preliminary design for the preferred stream alignment and stormwater treatment system, providing sufficient detail to inform permitting and construction planning.

Task Expected Outcome:

This task will produce a complete a draft and final preliminary design documents, including drawings, a preliminary Hydraulic Report, and cost estimates.

Finalization of Preliminary Design

Deliverables

Number	Description	Due Date
6.1	Draft Preliminary Design Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review.	
6.2	Final Preliminary Design Upload to EAGL and Notify SWSIL PM and FM to Begin 30-day Review.	

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SCOPE OF WORK

Task Number: 7

Task Cost: \$40,000.00

Task Title: Partner and Public Outreach

Task Description:

The RECIPIENT will continue to engage with the community and partners throughout the project plan development by creating an outreach program that solicits, distills, and incorporates community inputs into the planning and design work, including conducting interviews and surveys, providing briefings, and mailings. Input collected from the community will be consolidated into a series of reports and community preferences, which will then be circulated to the planning partners before being folded into the BMP designs for retrofitting and developing new stormwater infrastructure and surface water management.

7.1 JURISDICTIONAL PARTNER COORDINATION

The RECIPIENT will lead coordination with jurisdictional partners that have approval authority for permits, land uses, mitigations, or other rights to the project area. This will include permitting agencies like the Army Corps of Engineers, the WDFW, WSDOT, Snohomish County Departments, and the Department of Ecology.

The project plans and progress will be communicated to planning partners and community action groups as necessary to address partner concerns through virtual planning partner meetings conducted quarterly at a minimum and subject to planning partner availability and requirements.

The project will be briefed quarterly to the Climate Action Advisory Committee (CAAC), an existing representative community action group, during standing monthly meetings; the Snohomish County Interdepartmental Climate Resiliency Committee (ICRC) during standing monthly meetings; and will have special quarterly briefings to a stakeholder group (subject to member availability) composed of park user group representatives and tribal habitual hunting and fishing ground use representatives.

7.2 DRAFT PUBLIC OUTREACH PLAN

The RECIPIENT will develop a Draft Public Outreach Plan that provides multiple venues to solicit and capture public input in this project. The draft outreach plan will identify priority audiences and proposed communication tools and methods for soliciting and capturing public inputs to include: public-facing surveys, public stakeholder interviews, engagement with community action groups, and public tabling events.

ECY will have 30 days to provide feedback.

7.3 FINAL PUBLIC OUTREACH PLAN

The RECIPIENT will incorporate feedback from ECY and partners from Subtask 7.2 into a final version of the Public Outreach Plan.

The final plan will include themes for survey questions, interview questions, presentations to community action groups, and public engagement material.

7.4 PUBLIC OUTREACH AND ENGAGEMENT REPORTS

Following public engagement events, the RECIPIENT will create a synopsis of the public comments and input for the design and alternatives analysis to EAGL in the month following each event outlined in the final public outreach plan in Subtask 7.3. The synopsis will include metadata analysis, public comments, and alternative feedback from public user groups outlined in Subtask 7.3.

The RECIPIENT will submit the synopsis and data analysis on a quarterly basis.

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7.5 FEEDBACK SUMMARY

The RECIPIENT will maintain a database of feedback received during the project. After engagement and input solicitation from partners, the RECIPIENT will categorize all feedback and produce a Feedback Summary. The full results of the study will be included as an appendix to the Summary.

Task Goal Statement:

Task 7 will engage community members, stakeholders, and jurisdictional partners throughout the planning process to ensure local input is integrated into the stormwater design and infrastructure planning.

Task Expected Outcome:

This task will produce a draft and final Public Outreach Plan, regular engagement reports, a categorized feedback database, and a comprehensive Feedback Summary.

Partner and Public Outreach

Deliverables

Number	Description	Due Date
7.1	Jurisdictional Planning Partner Meeting Materials: Agendas, Minutes, Presentation Materials and CAAC Meeting Minutes Upload to EAGL Quarterly. Notify SWSIL PM and FM.	
7.2	Draft Outreach Plan Upload to EAGL and notify SWSIL PM and FM for 30 day comment period.	
7.3	Final Outreach Plan Upload to EAGL and notify SWSIL PM and FM.	
7.4	Public Outreach Synopsis Upload to EAGL and Notify SWSIL PM and FM on a quarterly basis.	
7.5	Feedback Summary with Appendices Upload to EAGL and Notify SWSIL PM and FM.	

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SCOPE OF WORK

Task Number: 8

Task Cost: \$60,000.00

Task Title: Broader Impacts and Communication

Task Description:

The RECIPIENT will communicate project outcomes, lessons learned, and recommendations.

8.1 COMMUNICATING IMPACTS

The RECIPIENT will prepare presentations and register speakers for multiple conference presentations, including stormwater quality-focused presentations for APWA of Washington (two annual conferences in-state) and the Pacific Northwest Chapter of AWWA Clean Water Conference. In addition, it is recommended to present habitat/fisheries content at the American Fisheries Society annual conference and at the Society of Wetland Scientists annual restoration conference. The presentations will detail the purpose and need for the project, discuss the decisions made through the conceptual design process, and explain how the project positively addresses climate resiliency at the Fairgrounds.

The presentation will consist of high-quality photographs showing project features, identify the results of studies, and discuss the benefits of advancing the project through final design and permitting. The RECIPIENT will make the project presentation materials available to the planning partners specified in Task 7.1.

The RECIPIENT will submit a final version of the presentation, agendas, and/or invitations to presentations.

8.2 DRAFT FINAL REPORT

The RECIPIENT will complete a Draft Final Report. The Draft Final Report will summarize methods, results, lessons learned, recommendations for future work, study results, a map detailing locations of all survey sites, selected channel routes, proposed public engagement sites, and proposed public use for any open space resulting from contamination vault designs. The final report will also include design work sufficient to support: requests for bid on construction, applications for the appropriate permits to execute construction of the design, and grant funding applications for construction.

ECY will have 30 days to review the Draft Final Report and provide feedback.

8.3 FINAL REPORT

The RECIPIENT will complete a Final Report that incorporates the feedback and comments from ECY and other partners (Subtask 8.2). The Final Report will summarize methods, results, lessons learned, and recommendations for future work. The Final Report will also include analyses of all studies supporting design work, a synopsis of public engagement events and public feedback, appendices containing all final study and design alternative memorandums, and proposals for public engagement material.

Task Goal Statement:

This task will communicate project outcomes, lessons learned, and recommendations for future work.

Task Expected Outcome:

This task will produce a presentation and a draft/final report that will communicate project outcomes, lessons learned, and recommendations for future work.

Broader Impacts and Communication

Deliverables

Number	Description	Due Date
8.1	Final version of the presentation and any associated meeting agendas, invitations or meeting notes.	
8.2	Draft Final Report uploaded to EAGL. Notify SWSIL PM and FM for 30-day review and comment period.	
8.3	Final Report uploaded to EAGL. Notify SWSIL PM and FM.	

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BUDGET

Funding Distribution EG260081

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: NEP Stormwater Strategic Initiative 2.0 Funding Type: Grant
Funding Effective Date: 07/01/2025 Funding Expiration Date: 12/31/2027

Funding Source:

Title: Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program
Fund: FD
Type: Federal
Funding Source %: 100%
Description: Clean Water Act: Section 320

Federal Awarding Agency: U.S. Environmental Protection Agency
Federal Awarding Agency Contact: Haley Lewis
Federal Awarding Agency Phone: 206-553-0325
Federal Awarding Agency Email: Lewis.Haley@epa.gov
Federal Awarding Agency Address: 1200 6th Ave; Suite 155, Seattle WA 98101

CFDA Catalog Name: Puget Sound Action Agenda

CFDA Number: 66.123
FAIN: 01J95801
Research Grant: No
Federal Award Date: 7/26/2021
Total Federal Award Amount: \$70,000,000.00
Federal Funds Obligated To Recipient: \$862,300.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 15%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

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NEP Stormwater Strategic Initiative 2.0	Task Total
Project Development	\$ 25,300.00
Project Administration and Reporting	\$ 30,000.00
Data Collection	\$ 220,000.00
Environmental Documentation	\$ 110,000.00
Development of Preliminary Design	\$ 337,000.00
Finalization of Preliminary Design	\$ 40,000.00
Partner and Public Outreach	\$ 40,000.00
Broader Impacts and Communication	\$ 60,000.00

Total: \$ 862,300.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
NEP Stormwater Strategic Initiative 2.0	0.00 %	\$ 0.00	\$ 862,300.00	\$ 862,300.00
Total		\$ 0.00	\$ 862,300.00	\$ 862,300.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

NEP EPA Programmatic Conditions

The RECIPIENT and any sub-recipient must comply with the applicable EPA general terms and conditions outlined below. These terms and conditions are in addition to the assurances and certifications made as part of the award and terms, conditions or restrictions reflected on the official assistance award document.

A. Semi-Annual Performance Reports – FEATS Reporting

The RECIPIENT shall submit performance reports, also known as Financial and Ecosystem Accounting Tracking Systems (FEATS) reports, every six (6) months during the life of the project. Reports are due 15 calendar days after the end of each reporting period. The reporting periods shall end March 31 and September 30th of each calendar year. Reports shall be submitted to the ECOLOGY Project Manager and will be provided electronically.

In accordance with 2 CFR 200.328, as appropriate, the RECIPIENT agrees to submit performance reports that include brief information on each of the following areas:

1. A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period;
2. The reasons why established goals were not met, if appropriate;
3. Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

In addition to the semi-annual performance reports, the RECIPIENT shall immediately notify the ECOLOGY Project Manager of developments that have a significant impact on the award-supported activities. As appropriate, the 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.

B. Final Performance Report – FEATS Reporting

The RECIPIENT shall submit a final performance report through FEATS, which is due 30 calendar days after the expiration or

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termination of the grant. The report shall be submitted to the ECOLOGY Project Manager and must be provided electronically. The report shall generally contain the same information as in the periodic reports, but should cover the entire project period.

C. Information Collection Requirements

The RECIPIENT agrees to comply with the requirements of the Paperwork Reduction Act in completing the project. If the scope of work includes a survey, a questionnaire or similar information-gathering activity, the Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.), requires ECOLOGY clearance prior to the recipient's collection of information by means of identical questions posed to 10 or more persons.

The RECIPIENT will provide to the ECOLOGY Project Manager the following information: (1) description of the information to be collected; (2) explanation of the need for the information; and (3) to whom the survey is being directed.

D. Recognition of EPA Funding

The RECIPIENT agrees that all reports, documents, signage, videos, or other media, developed as part of this agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement PC-01J95801-2 to the 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."

E. Annual Conferences

The RECIPIENT may attend one or more appropriate conferences each year, which may be within the Puget Sound region. The specific conferences will be determined in consultation with the ECOLOGY Project Manager. The purpose of this requirement is to provide recipients with opportunities to learn about and benefit from other relevant initiatives and programs that relate to the funded work; to exchange information about their funded work with organizations that may benefit from their experience; and generally to raise awareness within the Puget Sound, Salish Sea, and large aquatic ecosystem protection and restoration communities of the funded work. Example of potentially relevant conferences include, but are not limited to, the biennial Salish Sea Ecosystem Conference; local or regional meetings of Tribal, professional, scientific, or other relevant associations. Specific conferences will depend on the nature of the work proposed. The RECIPIENT will be allowed to use award funds to pay for travel and lodging. The RECIPIENT should include anticipated costs for attending conferences in their proposed budget.

F. Peer Review

The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products, the RECIPIENT 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 RECIPIENT will be provided to the ECOLOGY Project Manager prior to releasing any final reports or products resulting from the funded study.

G. WQX Requirement

The RECIPIENT shall institute standardized reporting requirements into their work plans and include such costs in their budgets. All water quality data resulting from this funding agreement and generated in accordance with an ECOLOGY approved Quality

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Assurance Project Plan (QAPP) as a result of this agreement, either directly or by subaward, is required to be entered into the Water Quality Portal (WQP) using either WQX or WQX web. Water quality data appropriate for the Water Quality Portal (WQP) include physical, chemical, and biological sample results for water, sediment and fish tissue. The data includes toxicity data, microbiological data, and the metrics and indices generated from biological and habitat data. The Water Quality Exchange (WQX) is the water data schema associated with the EPA, State and Tribal Exchange Network. Using the WQX schema partners map their database structure to the Water Quality Portal structure. WQX web is a web-based tool to convert data into the WQX format for smaller data generators that are not direct partners on the Exchange Network. More information about WQX, WQX web, and the Water Quality Portal, including tutorials, can be found at <https://www.epa.gov/waterdata/water-quality-data-wqx>. If activities submitted as match for this federal assistance agreement involve the generation of water quality data, the resulting information must be publicly accessible in the Water Quality Portal or some other database. RECIPIENTS are encouraged to develop a cross walk between any non-WQX database utilized for the storage of water quality data associated with match activities and EPA's Water Quality Exchange (WQX).

H. Riparian Buffers

Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters of January 30, 2013 (stamp received date - February 4, 2013) and April 9, 2013 (stamp received date – April 16, 2013), or the October 28, 2013 guidance. The RECIPIENT shall submit in writing a projects' consistency with the recommendations referenced above. When developing project proposals, the RECIPIENT should consider the extent to which proposals include appropriate riparian buffers or otherwise address pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery. Deviations can only be obtained through an exception approved by ECOLOGY. In order for ECOLOGY to evaluate a request for an exception, the RECIPIENT must submit the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. ECOLOGY will confer with EPA, the National Oceanic and Atmospheric Administration (NOAA) and the Washington Department of Ecology and provide the opportunity for affected tribes to consult with ECOLOGY before making a final decision on a deviation request.

I. International Travel (Including Canada)

All International Travel must be approved by ECOLOGY BEFORE travel occurs. Even a brief trip to a foreign country, for example to attend a conference, requires OITA approval. Please contact your ECOLOGY Project Manager as soon as possible if travel is planned out of the country, including Canada and/or Mexico, so that they can obtain appropriate approvals from EPA Headquarters. If you have questions, please contact your ECOLOGY Project Manager.

J. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov

K. Lobbying and Litigation

All RECIPIENTS,

- i. The chief executive officer of the RECIPIENT organization shall ensure that no grant funds awarded under this assistance

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agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The RECIPIENT shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

ii. The RECIPIENT agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The RECIPIENT shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

iii. 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 such expenditure.

iv. Contracts awarded by the RECIPIENT shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

v. Pursuant to Section 18 of the Lobbying Disclosure Act, the RECIPIENT affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit 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. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

L. Quality Assurance Requirements (2 CFR 1500.11)

Acceptable Quality Assurance documentation must be submitted to the ECOLOGY Project Manager and Quality Assurance Manager within the dates below or another date as negotiated with the ECOLOGY Project Manager. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this project until the ECOLOGY Project Manager in concert with the Quality Assurance Manager has approved the quality assurance document.

Instructions to Submit Quality Assurance Documents for Review

RECIPIENTS must submit the quality assurance project plan (QAPP) to ECOLOGY Project Manager and the Quality Assurance Manager. The RECIPIENT shall ensure that the awarded project involving environmental information issued under this agreement include appropriate quality requirements for the work. The RECIPIENT shall ensure Quality Assurance (QA) planning documents are in accordance with this term and condition; and implement all applicable approved QA planning documents.

Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the RECIPIENT must:

- i. Submit a QAPP proposed to ensure the collected, produced, evaluated, or used environmental information is of known and documented quality for the intended use(s).
- ii. The ECOLOGY Quality assurance manager will notify the RECIPIENT in writing if the previously EPA-approved QAPP is acceptable for this agreement.

Or

iii. Provide a copy of the approved QAPP if the RECIPIENT has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.

b. The RECIPIENT must submit the QAPP 90 days after grant award, and/or no more than 180 days after grant award.

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c. The RECIPIENT shall notify ECOLOGY Project Manager and Quality Assurance Manager when substantive changes are needed to the QAPP. Quality Assurance Manager may require the QAPP be updated and re-submitted for approval.

d. The RECIPIENT must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the Project Manager and the QAM at least annually and may also be submitted when changes occur.

For Reference:

ECOLOGY QAPP Information and Templates:

<https://ecology.wa.gov/issues-and-local-projects/investing-in-communities/scientific-services/quality-assurance/quality-assurance-for-grantees>

M. Animal Subjects

The RECIPIENT agrees to comply with the Animal Welfare Act of 1966 (P.L. 89-544), as amended, 7 USC 2131-2156. Recipient also agrees to abide by the “U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training.” (Federal Register 50(97): 20864-20865. May 20,1985). The nine principles can be viewed at: <http://www.nal.usda.gov/awic/pubs/IACUC/vert.htm>. For additional information about the Principles, the recipient should consult the Guide for Care and Use of Laboratory Animals, prepared by the Institute of Laboratory Animal Resources, National Research Council and can be accessed at: <http://www.nap.edu/readingroom/books/labrats/>.

N. Copyrighted Material and Data

EPA and ECOLOGY has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for State and Federal purposes.

Examples of State and Federal purposes include but are not limited to: (1) Use by EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA’s authorization to the other grantee to use the copyrighted works or other data.

The RECIPIENT acknowledges that ECOLOGY may authorize other grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- the selection of another grantee by ECOLOGY to perform a project that will involve the use of the copyrighted works or other data or;
- termination or expiration of this agreement.

In addition, ECOLOGY may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

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O. Light Refreshments and/or Meals

APPLICABLE TO ALL AGREEMENTS EXCEPT STATE CONTINUING ENVIRONMENTAL PROGRAMS (AS DESCRIBED BELOW):

Unless the event(s) and all of its components are described in the approved workplan, the recipient agrees to obtain prior approval from ECOLOGY for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops and outreach activities (events).

The RECIPIENT must send requests for approval to the ECOLOGY Project Manager and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event; and,
- (3) An estimated number of participants in the event and a description of their roles.

Costs for light refreshments and meals for recipient staff meetings and similar day-to-day activities are not allowable under ECOLOGY agreements.

The RECIPIENT may address questions about whether costs for light refreshments, and meals for events may be allowable to ECOLOGY Project Manager; however, the Agency Award Official or Grant Management Officer will make final determinations on allowability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by ECOLOGY Project Manager. Funding for meals, light refreshments, and space rental may not be used for any portion of an event where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if funds are not used to purchase alcohol.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.7)

FOR STATE CONTINUING ENVIRONMENTAL PROGRAM GRANT RECIPIENTS EXCLUDING STATE UNIVERSITIES:

If the state maintains systems capable of complying with federal grant regulations at 2 CFR 200.432 and 200.438, EPA has waived the prior approval requirements for the use of EPA funds for light refreshments and/or meals served at meetings, conferences, and training, as described above. The state may follow its own procedures without requesting prior approval from ECOLOGY Project Manager. However, notwithstanding state policies, EPA funds may not be used for (1) evening receptions, or (2) other evening events (with the exception of working meetings). Examples of working meetings include those evening events in which small groups discuss technical subjects on the basis of a structured agenda or there are presentations being conducted by experts. EPA funds for meals, light refreshments, and space rental may not be used for any portion of an event (including evening working meetings) where alcohol is served, purchased, or otherwise available as part of the event or meeting, even if EPA funds are not used to purchase the alcohol.

By accepting this award, the state is certifying that it has systems in place (including internal controls) to comply with the requirements described above.

P. Cybersecurity

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(a) The RECIPIENT agrees that when collecting and managing environmental data under this agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) ECOLOGY must ensure that any connections between the RECIPIENT's network or information system and ECOLOGY networks used by the RECIPIENT to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the RECIPIENT's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the RECIPIENT agrees to contact the ECOLOGY Project Manager and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet ECOLOGY security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the RECIPIENT into systems operated and used by ECOLOGY and EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The RECIPIENT agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The RECIPIENT will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the ECOLOGY Project Manager. Nothing in this condition requires the RECIPIENT to contact ECOLOGY Project Manager on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and the ECOLOGY.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, 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/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR 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/CONTRACTOR 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,

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declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR 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/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR 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/CONTRACTOR 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 before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#)

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<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\)](https://sam.gov/SAM/) <https://sam.gov/SAM/> exclusion list.

DRAFT

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

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b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk.

To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and

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other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) 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.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review. The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such

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decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will 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.

To the extent that the Constitution and laws of the State of Washington permit, each party will 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.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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16. KICKBACKS

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

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF 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) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to

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ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines.

RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, 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.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," 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 and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) 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, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. 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 intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under 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.

22. RECORDS, AUDITS, AND INSPECTIONS

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RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
 - b) Be kept in a common file to facilitate audits and inspections.
 - c) Clearly indicate total receipts and expenditures related to this Agreement.
 - d) 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 (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.
- RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and 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 (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. 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.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. 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, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this 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.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY'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 the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

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If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

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.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or 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.

End of General Terms and Conditions