



Agreement No. SEANWS-2018-CICoCD-00007

SHORELANDS NORTHWEST STRAITS AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY

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

GENERAL INFORMATION

Project Title:	Clallam Marine Resources Committee Operations and Projects
Total Cost:	\$75,000.00
Total Eligible Cost:	\$75,000.00
Ecology Share:	\$75,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	10/01/2018
The Expiration Date of this Agreement is no later than:	09/30/2019
Project Type:	Northwest Straits Grant

Project Short Description:

The Clallam Marine Resources Committee will conduct operations and projects to further the goals of the Northwest Straits Commission and the Puget Sound Partnership Action Agenda.

Project Long Description:

The Clallam MRC will continue its work on oil spill awareness, preparedness, prevention, and response; outreach and education through our internship program, stewardship of West Elwha Beach focusing on in the impacts of pet waste and free-running dogs, the Ocean Science Program in Clallam Bay, and current and emerging topics such as marine debris, increased vessel traffic in the Strait of Juan de Fuca and other transboundary issues; monitoring of forage fish, kelp beds, shellfish biotoxins, and pigeon guillemot breeding colonies; and Olympia oyster restoration.

The MRC will do this by partnering with local groups to conduct beach cleanups; sponsor local forums to raise awareness of oil spill risks and sponsor training classes for oil spill response; participate in festivals to educate community members about the MRC and marine issues; continue the intern program; sponsor the stewardship

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of West Elwha Beach; co-teach the Ocean Science Program; continue Olympia oyster restoration efforts in Sequim Bay; continue forage fish monitoring at Elwha Beach, Ediz Hook and Cline Spit; continue monitoring of kelp beds at 2-3 locations in Clallam County; monitor shellfish biotoxins at Pillar Point and continue monitoring of at least ten breeding pigeon guillemot colonies.

Overall Goal:

Overall goal is to work at the local level to increase local awareness of current marine topics, oil spill preparedness, outreach and education, monitoring of forage fish, pigeon guillemot colonies, shellfish biotoxins and kelp beds, marine debris removal, and native species restoration.

RECIPIENT INFORMATION

Organization Name: Clallam County

Federal Tax ID: 91-6001298

DUNS Number: 075739235

Mailing Address: 223 East 4th Street
Port Angeles, WA 98362

Physical Address: 223 East 4th St
Port Angeles, Washington 98362

Organization Fax: (360) 417-2443

Contacts

Project Manager	Cathy Lear Habitat Biologist 223 East 4th Street Suite 5 Port Angeles, Washington 98362 Email: clear@co.clallam.wa.us Phone: (360) 417-2361
Billing Contact	Lori Kennedy 223 E. 4th Street, Suite 5 Port Angeles, Washington 98362 Email: lkennedy@co.clallam.wa.us Phone: (360) 417-2354
Authorized Signatory	Mark Ozias Commissioner 223 East 4th Street Port Angeles, Washington 98362 Email: mozias@co.clallam.wa.us Phone: (360) 417-2000

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Shorelands
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Shorelands
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>Sasha Horst</p> <p>Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084</p>
<p>Financial Manager</p>	<p>Sasha Horst</p> <p>Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: horst@nwstraits.org Phone: (360) 428-1084</p>
<p>Technical Advisor</p>	<p>Lucas Hart</p> <p>Breazeale-Padilla Bay Interp. Center 10441 Bayview Edison Rd. Mt Vernon, Washington 98273-7242 Email: luha461@ecy.wa.gov Phone: (360) 428-1085</p>

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AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Clallam County Commissioners

By: Gordon White 10/22/18

By: Mark Ozias 10-2-18

Gordon White Date
Shorelands
Program Manager

Mark Ozias Date
Chair

Template Approved to Form by
Attorney General's Office

Approved as to form only by: 9/12/18
David Alvarez
David Alvarez
Chief Civil Deputy Prosecuting Attorney
Clallam County

SCOPE OF WORK

Task Number: 1 **Task Cost:** \$58,000.00

Task Title: MRC Operations

Task Description:

1.1 MRC Meetings and Communication: schedule and hold regular meetings of the MRC; prepare and distribute agenda; prepare and distribute meeting minutes; invite speakers on topics of community interest; and other logistical and communication functions as needed. Provide summary of activities for MRC representative to share at Northwest Straits Commission (NWSC) meetings.

1.2 Grant administration: Prepare progress reports, final report and closeout report for Northwest Straits Commission; track and administer budget; document matching funds and volunteer time; perform contract management; and prepare grant applications for MRC projects.

1.3 MRC Web Site: Existing MRC web site will be maintained and regularly updated with notices of upcoming meetings and agendas and other timely and relevant information.

1.4 Annual Report: This report will summarize MRC activities and progress on projects, including progress in achieving the Northwest Straits Initiative's performance benchmarks and connection to Puget Sound Action Agenda.

1.5 Annual Workplan: The workplan will include the objectives, timeframe, products, and benchmarks addressed in this scope of work.

1.6 Training: The MRC members will attend the Northwest Straits Commission training and/or additional conferences, trainings, and workshops as appropriate.

1.7 Representation at NWSC meetings: A representative of the MRC will attend each Northwest Straits Commission meeting and provide an update on current activities of the MRC.

1.8 Local Integrating Organization: The MRC will participate in meetings and operations of the Local Integrating Organization (LIO) in order to participate in the local planning process and action agenda update, including identification of Near Term Actions.

Task Goal Statement:

To carry out administrative functions in support of the mission (including work plan preparation, developing and preparing grant proposals, programmatic staff support, project monitoring and performance tracking, education programs and grant writing), travel, planning and participation in training opportunities.

Task Expected Outcome:

a. MRCs have a documented process to recruit and train members to be active participants and contributors to the work of the MRC.

b. Information about projects and the work of the MRC is accessible and shared regularly through presentations, meetings and web site.

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- c. The MRC meets regularly in a public forum that is promoted locally to community members and decision makers.
- d. The MRC is informed of and contributes to the work of the Northwest Straits Commission.
- e. The value of volunteer hours and other local contributions to the work of the MRC is documented and shared with the Commission and the County.
- f. The work of the MRC is planned in advance through an annual workplan and documented in an annual report.
- g. MRC members and staff contribute to other relevant local and regional processes related to marine issues.

Recipient Task Coordinator: Helle Andersen

MRC Operations

Deliverables

Number	Description	Due Date
1.1	Quarter 1 Progress Report	01/11/2019
1.2	Quarter 2 Progress Report	04/11/2019
1.3	Quarter 3 Progress Report	07/11/2019
1.4	Quarter 4 Progress Report	09/30/2019
1.5	Quarter 1 Meeting Agenda and Minutes	01/11/2019
1.6	Quarter 2 Meeting Agenda and Minutes	04/11/2019
1.7	Quarter 3 Meeting Agenda and Minutes	07/11/2019
1.8	Quarter 4 Meeting Agenda and Minutes	09/30/2019
1.9	Semi-Annual Web Site Address and Screen Shots of Up-to-Date Content 1	04/11/2019
1.10	Semi-Annual Web Site Address and Screen Shots of Up-to-Date Content 2	09/30/2019
1.11	Annual Workplan	01/11/2019
1.12	Annual Report	04/11/2019
1.13	Quarter 1 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	01/11/2019
1.14	Quarter 2 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	04/11/2019
1.15	Quarter 3 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	07/11/2019
1.16	Quarter 4 List of NWSC Meetings, Conferences and Other Workshops Attended and Names of MRC Members Attending	09/30/2019
1.17	Quarter 1 Report to the Commission	01/11/2019
1.18	Quarter 2 Report to the Commission	04/11/2019
1.19	Quarter 3 Report to the Commission	07/11/2019
1.20	Quarter 4 Report to the Commission	09/30/2019
1.21	Quarter 1 Matching Funds/Volunteer Time Tracking	01/11/2019
1.22	Quarter 2 Matching Funds/Volunteer Time Tracking	04/11/2019

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1.23	Quarter 3 Matching Funds/Volunteer Time Tracking	07/11/2019
1.24	Quarter 4 Matching Funds/Volunteer Time Tracking	09/30/2019

SCOPE OF WORK

Task Number: 2 **Task Cost: \$900.00**

Task Title: Monitoring

Task Description:

2.1 Bull kelp: In collaboration with the Northwest Straits Commission, Clallam MRC will monitor floating kelp beds at three locations in the Strait of Juan de Fuca to provide valuable information on the status of floating kelp communities in Clallam County. The surveys will take place during low-tide events between July-September, 2019. The surveys will use the most recent Northwest Straits Commission kelp survey protocol and contribute to a georeferenced database of kelp distribution, bed sizes, and kelp speciation that can be incorporated into SoundIQ and potentially the WA Dept of Natural Resources database. In addition to kayak-based surveys, Clallam MRC will explore the possibility of future surveys by drone, in consultation with local and regional experts.

2.2 Forage fish: In collaboration with the Northwest Straits Commission and WA Dept of Fish and Wildlife (WDFW), Clallam MRC will continue to monitor forage fish spawning at the index site at Cline Spit on a monthly basis, and at two non-index locations to be identified and monitored monthly during the spawning season from March to September. In accordance with WDFW guidelines the sampling locations may change after 18 months of monthly sampling with no observation of fish eggs. The survey will use the WDFW forage fish protocol and contribute to a georeferenced database of forage fish spawning areas in the Salish Sea.

2.3 Pigeon guillemot: Using the existing Island MRC protocol, Clallam MRC will collect weekly field data from at least ten local pigeon guillemot colonies from June through August based on the number of additional volunteers identified during the summer of 2019

2.4 Shellfish biotoxin: Using WA Department of Health protocols, Clallam MRC will monitor the public beach at Pillar Point west of Port Angeles between April and October 2019. Based on the results of the tissue analyses to be done by WA Department of Health, recreational harvesting of shellfish will be regulated on beaches between Pillar Point and the mouth of Lyre River (approximately 18 miles of shoreline). Using protocols provided by Clallam County Environmental Health, Clallam MRC will also monitor the sanitary conditions of the beach at Pillar Point to maintain the approved water quality status.

Task Goal Statement:

2.1 Bull kelp: The project supports a larger Commission-sponsored kelp monitoring program that provides a better understanding of kelp distribution, bed sizes, and kelp speciation within the Salish Sea.

2.2 Forage fish: The goals of the project are to: monitor forage fish spawning in previously unmonitored areas and provide better temporal resolution by monthly monitoring at the two index sites and monitoring at two non-index sites; foster awareness about the ecological importance of forage fish; promote citizen science contributions to regional research; provide a forum for exchanging relevant information and ideas.

2.3 Pigeon guillemot: The goals of the project are to: monitor the breeding colonies of pigeon guillemot at selected locations in Clallam County, foster awareness about marine conservation through interaction with citizen science volunteers and the general public while conducting the surveys, and promote citizen science contributions to regional research.

2.4 Shellfish biotoxin: The goal of this project is to contribute to the WDOH Biotoxin Program by providing shellfish data from Pillar Point bimonthly during the summer months, and to contribute information to the Clallam County Environmental Health department about the sanitary conditions at the site to maintain the approved water quality status.

Task Expected Outcome:

2.1 Bull kelp: Data will be collected on three floating bull kelp beds in Clallam County, and georeferenced kelp bed data will be used to evaluate longer-term trends that support environmental decision-making. A conference call or meeting with local and regional drone experts will be held to explore potential future surveys by drone.

2.2 Forage fish: Forage fish spawning surveys will be completed at index and non-index sites in Clallam County.

2.3 Pigeon guillemot: The surveys will contribute to a georeferenced database of pigeon guillemot breeding colonies in the Salish Sea as well as documenting fish prey species delivered to their chicks. The georeferenced data will be used to evaluate longer-term trends, support environmental decision-making and will be compared to other monitoring effort along Whidbey Island and South Puget Sound.

2.4 Shellfish biotoxin: WA Department of Health and Clallam County Environmental Health will have current information about biotoxin levels in shellfish and sanitary conditions of the beach to be used for regulatory purposes.

Recipient Task Coordinator: 4.1 Alan Clark 2.2/2.3 Ed Bowlby 2.4 Bob Vreeland

Monitoring

Deliverables

Number	Description	Due Date
2.1	Kelp: Summary report on practice effort participants and outcomes, list of locations and potential survey dates	07/11/2019
2.2	Copy of survey data collected at the two kelp beds in Freshwater Bay and the kelp bed in Clallam Bay.	09/15/2019
2.3	2019 forage fish QAPP	01/11/2019
2.4	Forage fish final report including a small photo library covering the monitoring efforts and copy of data collected	09/15/2019
2.5	2019 Pigeon guillemot QAPP	04/11/2019
2.6	Pigeon guillemot interim report with list of volunteers and planned sites, photos and report on volunteer training event	07/11/2019
2.7	Pigeon guillemot final report including a small photo library covering the monitoring efforts and copy of data collected.	09/15/2019
2.8	Shellfish Biotoxin QAPP	04/11/2019
2.9	Shellfish biotoxin final report including a small photo library covering the monitoring efforts and copy of collected data	09/15/2019

SCOPE OF WORK

Task Number: 3 **Task Cost: \$4,000.00**

Task Title: Oil spill preparedness

Task Description:

Clallam MRC will continue to raise awareness about oil spill risks and the need to be prepared to respond to a spill. The MRC will host one Hazardous Waste Operations and Emergency Response (HAZWOPER) training and one oiled wildlife training covering oiled wildlife search and capture and intake and rehabilitation. In addition, the MRC will sponsor at least one public forum on the risks associated with increased vessel traffic and other oil-related risks.

Task Goal Statement:

The goal of this project is for Clallam MRC to have an active role in creating an aware and well-trained community of oil spill responders.

Task Expected Outcome:

Class participants will have increased knowledge and skills to respond to oil spills. Up to 70 volunteers will receive the annual 8-hr HAZWOPER certificate. Up to 25 volunteers will participate in the oiled wildlife training. Clallam County will have increased capacity for local community response to oil spill event.

Recipient Task Coordinator: Arnold Schouten

Oil spill preparedness

Deliverables

Number	Description	Due Date
3.1	Summary report of HAZWOPER and oiled wildlife training (including total number of volunteers trained to date, evaluation results, jpg images, copies of press releases and associated articles)	07/11/2019
3.2	Summary report of community forums on oil spill preparedness (including list of events, agendas, media releases and copies of any resulting articles, jpg images, materials produced)	09/30/2019

SCOPE OF WORK

Task Number: 4 **Task Cost: \$10,450.00**

Task Title: Education and outreach

Task Description:

4.1 Raising public awareness: Clallam MRC will participate in a local festival, Dungeness River Festival, sponsor a student intern program, co-teach the Ocean Science Program in Clallam Bay, provide stewardship for West Elwha Beach, and hold public forums and training sessions to address local marine-related issues. The MRC will reach out to partners such as the tribes, agencies and non-governmental organizations to expand our reach to the general public, and will include an evaluation component for each outreach activity carried out.

4.2 Marine debris: Clallam MRC will work to raise awareness of marine debris and take actions to reduce debris on beaches along the Strait of Juan de Fuca. Clallam MRC will advertise for and help organizing at least one cleanup event of beaches in the Clallam Bay-Sekiui area and along the Strait.

Task Goal Statement:

4.1 Raising public awareness: Through the Dungeness River Festival the MRC seeks to raise awareness among elementary and middle school students about marine shellfish, the role that shellfish play in maintaining water quality, and the current condition of water quality in Dungeness Bay. Through the Ocean Science Program engage grade school students in marine issues through hands-on activities in the field. Through the intern program MRC seeks to reach college students or recent graduates and provide them with an opportunity to participate in a hand-on local project. Through local educational outreach events the MRC also seeks to reach adult residents by giving higher profile to current issues in the Strait of Juan de Fuca, including climate change, shoreline armoring, and the impact of pet waste and free-running dogs.

4.2 Marine debris: Reduce marine debris on local beaches by providing logistical support and volunteer coordination.

Task Expected Outcome:

4.1 Raising public awareness: Participants in the Dungeness River Festival will have an increased understanding of local and regional marine issues. Fourth and fifth-grade students from Clallam Bay School will gain understanding of local marine issues through hands-on field activities. The local community will gain an increased understanding of issues that affect the Strait of Juan de Fuca. At least three students will complete the summer internships The MRC will organize or be represented at four local educational outreach events Pet and human waste at West Elwha Beach will be reduced through the placement and maintenance of a portable toilet and two dog waste bins. Visitors to West Elwha Beach will have increased awareness about the impacts of pet waste and free-running dogs.

4.2 Marine debris: At least one removal event to cleanup beaches will be held along the Strait of Juan de Fuca. Volunteers will visit at least 10 beaches removing marine debris from more than 10 miles of shoreline.

Recipient Task Coordinator: 4.1 Lyn Muench, Alan Clark, Arnold Schouten 4.2 Bob Vreeland

Education and outreach

Deliverables

Number	Description	Due Date
4.1	Outreach plan which identifies the goals and activities that the MRC will carry out to interact with the local community	02/05/2019
4.2	Summary report of the outreach effort to beach goers (including an assessment of stewardship of West Elwha beach including the success of the pet waste bins and bag dispenser, copies of the hand-out materials, summary of personal interactions, and a summary of any in-person surveys conducted).	09/30/2019
4.3	Summary report of Dungeness River Festival (including media releases and copies of any resulting articles, jpg images, materials produced, copy of evaluation materials and evaluation results)	09/30/2019
4.4	Summary report of intern program including program evaluation by the interns and mentors.	09/30/2019
4.5	Summary report of educational outreach events on current issues such as climate change, shoreline armoring, and free-running dogs including evaluations completed by participants.	09/30/2019
4.6	Copies of beach cleanup site safety plans	04/11/2019
4.7	Earth day beach cleanup progress report (including summary of beaches cleaned, number of volunteers, copies of sign in sheets; amount of debris collected; jpg images of event)	07/11/2019
4.8	International Coastal Cleanup progress report (including copies of outreach materials, summary of beaches cleaned, number of volunteers, copies of sign in sheets; amount of debris collected; jpg images of event).	09/30/2019

SCOPE OF WORK

Task Number: 5 **Task Cost: \$1,650.00**

Task Title: Olympia oyster restoration

Task Description:

Following previous successful Olympia oyster restoration efforts in partnership with the Jamestown S'Klallam Tribe, Clallam MRC will pursue a new restoration site on tidelands leased by Jamestown S'Klallam at the head of Sequim Bay, approximately 700 feet east of the existing restoration site. Monitoring at this site will be done to assess survival and growth, followed by placement of cultch or additional seed if deemed appropriate.

In addition to the new restoration effort, Clallam MRC will continue to monitor the restoration effort at the existing Blyn restoration site by conducting annual population surveys to evaluate the survival rate and determine if any additional clean shells or seeded clutch are needed.

Task Goal Statement:

The goal of the project is to restore Olympia oysters at the two sites in Sequim Bay covering an area between 2 and 2.25 acres. This restoration effort is part of a larger effort throughout Puget Sound to re-introduce these oysters into bays where they historically occurred.

Task Expected Outcome:

Clallam MRC and Jamestown S'Klallam Tribe will continue a successful partnership and restoration efforts at the 1.5 acre site in Blyn and at the ½ - ¾ acre site at the head of Sequim Bay initiated in summer of 2018 will be advanced.

Recipient Task Coordinator: Lyn Muench

Olympia oyster restoration

Deliverables

Number	Description	Due Date
5.1	QAPP for restoration season 2019	04/11/2019
5.2	Final project report summarizing the population survey of the 1.5 acre site in Blyn and the restoration effort at the new site initiated in 2018. The assessment of the new site will include the survival and growth of the Olympia oysters spread at the site in the summer of 2018.	09/30/2019

BUDGET

Funding Distribution EG190092

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: Puget Sound Partnership/EPA 2018-19 Funding Type: Grant
Funding Effective Date: 10/01/2018 Funding Expiration Date: 09/30/2019
Funding Source:

Title: Puget Sound Partnership/EPA 2018-19
Type: Federal
Funding Source %: 100%
Description:

Federal Awarding Agency: Environmental Protection Agency
Federal Awarding Agency Contact: Karin Berkholtz, Puget Sound Partnership
Federal Awarding Agency Phone: 360-999-3848
Federal Awarding Agency Email: karin.berkholtz@psp.wa.gov
Federal Awarding Agency Address: 326 East D Street, Tacoma WA 98421-1801

CFDA Catalog Name: Puget Sound Partnership National Estuary Program

CFDA Number: 66.456
FAIN:
Research Grant: No
Federal Award Date: 10/1/2018
Total Federal Award Amount: \$1,600,000.00

Federal Funds Obligated To Recipient: \$42,800.00

Approved Indirect Costs Rate: Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 24.5%
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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Puget Sound Partnership/EPA 2018-19	Task Total
MRC Operations	\$ 31,100.00
Monitoring	\$ 900.00
Oil spill preparedness	\$ 700.00
Education and outreach	\$ 8,450.00
Olympia oyster restoration	\$ 1,650.00

Total: \$ 42,800.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Puget Sound Partnership/EPA 2018-19	0.00 %	\$ 0.00	\$ 42,800.00	\$ 42,800.00
Washington State 2017-19	0.00 %	\$ 0.00	\$ 32,200.00	\$ 32,200.00
Total		\$ 0.00	\$ 75,000.00	\$ 75,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SUB-RECIPIENT FEDERAL REQUIREMENTS

CREDIT AND ACKNOWLEDGEMENT

Reports, documents, signage, videos, or other media, developed as part of projects funded by EPA funded Agreements shall display both the EPA and Puget Sound Partnership logos and the following credit line: "This project has been funded wholly or in part by the United States Environmental Protection Agency under Assistance Agreement [CE-01J31901]. 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."

1. INTRODUCTION

This contains provisions that are not listed on OMB Standard Form 424B (Rev 4-2012). These provisions apply only to sub-recipients.

2. AUDIT REQUIREMENTS

Recipient shall meet the provisions in Office of Management and Budget (OMB) Guidance, Subpart F, §200.501 (Audit Requirements), if the RECIPIENT expends \$750,000 or more in total Federal funds in a fiscal year. The \$750,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT shall forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to AGENCY within ninety (90) days of the date of the audit report. For complete information on how to accomplish the single audit submissions, visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/facweb/>

3. COST PRINCIPLES/INDIRECT COSTS FOR STATE AGENCIES

RECIPIENT agrees to comply with the cost principles of 2 CFR 200 Subpart E as appropriate to the award. In addition to the General Terms and Conditions "Indirect Cost Rate Agreements", if the recipient does not have a previously established indirect cost rate, it agrees to prepare and submit its indirect cost rate proposal in accordance with 2 CFR 200 Appendix VII.

4. CIVIL RIGHTS OBLIGATIONS

This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on Standard Form 424B. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

5. NON DISCRIMINATION AND DISADVANTAGED, MBE, WBE BUSINESS ENTERPRISES ADDITIONAL REQUIREMENTS

RECIPIENT agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement, contained in 40 CFR, Part 33. RECIPIENT shall include the following provision in all subcontracts involving use of federal funds:

In accordance with 40 CFR 33.106 and its Appendix A, the RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The RECIPIENT administration shall carry out applicable requirements of 40 CFR part 33 in the award of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

6. DRUG FREE WORKPLACE

RECIPIENT shall make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the recipient organization shall identify all known workplaces under its federal award and keep this information on file during the performance of the award.

RECIPIENTS who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipient can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at: <http://ecfr.gpoaccess.gov>.

7. INTERNATIONAL TRAVEL (Including Canada)

All International Travel must be approved by the Office of International and Tribal Affairs (OITA) 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 submit a request to the EPA Project Officer if they approve of such travel.

8. LEP (Limited English Proficiency) Title VI

As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pd.

In accepting this contract, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA/PSP that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations. For example, if RECIPIENT's responsibilities under this contract include gathering public input on an environmental issue, RECIPIENT's communication with the public should attempt to minimize barriers that interfere

with the ability of LEP persons to meaningfully participate.

9. MANAGEMENT FEES

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

10. PEER REVIEW

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

11. REIMBURSEMENT LIMITATION

If RECIPIENT expends more than the amount of the Environmental Protection Agency (EPA) funding in this agreement in anticipation of receiving additional funds from EPA, it does so at its own risk. EPA is not legally obligated to reimburse PSP, nor its sub-recipients, for costs incurred in excess of the EPA approved budget.

12. SIX GOOD FAITH EFFORTS, 40 CFR, PART 33, SUBPART C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, service and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraph (a) through (e) of this section.

13. SUB-AWARDS

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

- a. Establish all sub-award agreements in writing;
- b. Maintain primary responsibility for ensuring successful completion of the approved project (Sub-Recipient cannot delegate or transfer this responsibility to a sub-awardee);
- c. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee;
- d. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
- e. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
- f. Obtain AGENCY's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- g. Obtain approval from AGENCY for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

14. TRAFFICKING IN PERSONS AND TRAFFICKING VICTIM PROTECTION ACT OF 2000 (TVPA) AS AMENDED IN 22 U.S.C. 7104(g)

This provision applies only to a sub-recipient, and all sub-awardees of sub-recipient, if any. Sub-Recipient shall include the following statement in all sub-awards made to any private entity under this Agreement.

"You as the sub-recipient, your employees, sub-awardees under this award, and sub-awardees' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or sub-awards under this Award."

Sub-recipient, and all sub-awardees of sub-recipient must inform AGENCY immediately of any information you receive from any source alleging a violation of this prohibition during the award term.

Federal agency funding this agreement may unilaterally terminate, without penalty, the funding award if this prohibition is violated, Section 106 of the Trafficking Victims Protection Act of 2000, as amended.

15. UNLIQUIDATED OBLIGATIONS (ULO)

Recipients, sub-recipients, and all sub-awardees of sub-recipients, if any, should manage their agreement and subaward funding in ways that reduce the length of time that federal funds obligated and committed to subaward projects are unspent (not yet drawn down through disbursements to sub-recipients and sub-awardees).

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.

Agreement No: SEANWS-2018-CICoCD-00007
Project Title: Clallam Marine Resources Committee Operations and Projects
Recipient Name: Clallam County

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, 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 \$25,000 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 DUNS number, at www.fsrs.gov <http://www.fsrs.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>.

GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 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/1701004.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. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts 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:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing 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 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 archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. 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.

6. 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 Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.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 other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. 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.

8. 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.

9. 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.

10. 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 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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"; and (f) the General Terms and Conditions.

18. 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.

19. PROGRESS REPORTING

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

20. 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.

21. RECORDS, AUDITS, AND INSPECTIONS

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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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, and 100% post-consumer recycled paper.

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

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

27. 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/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

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.

28. 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.

29. 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.