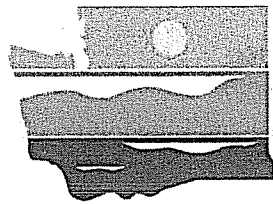


AUG 19 2013

Shorelands & Environmental
Assistance Program



DEPARTMENT OF
ECOLOGY
State of Washington

Interagency Agreement No. C1300210

Between

The State Of Washington

Department of Ecology

And

King County Water and Land Resources Division (KCWLRD)

FOR THE PROJECT:

**STRATEGIES FOR PRESERVING AND RESTORING SMALL PUGET SOUND
DRAINAGES**

THIS AGREEMENT is made and entered into by and between the Department of Ecology, hereinafter referred to as [ECOLOGY] and King County Water and Land Resources Division (KCWLRD) hereinafter referred to as [KCWLRD] pursuant to the authority granted by Chapter 39.34 RCW and King County Charter Section 120.

IT IS THE PURPOSE OF THIS AGREEMENT to provide: federal pass through funds to **RECIPIENT** as part of the Puget Sound Action Agenda: Ecosystem Restoration and Protection project.

Contractor Name: King County Water and Land Resources Division
(KCWLRD)
201 S. Jackson St., Suite 600
Seattle, WA 98104-3855

Federal Tax ID number : 91-6001327

The Project Manager or Financial Manager or assigns shall be the contacts for communications and billings regarding the performance of this contract.

KCWLRD Project Manager: Jo Wilhelm
Voice: (206) 263-6556
Fax: (206) 296-0192
Email: jo.wilhelm@kingcounty.gov

Department of Ecology National Estuary Watershed Protection and Restoration Program Contract No. C1300210
King County Water and Land Resources Division (KCWLRD)
Strategies for Preserving and Restoring Small Puget Sound Drainages

KCWLRD Financial Manager:

Kerry Thrasher
(206) 296-8257
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Voice:

Email:

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Voice:

Email:

ECOLOGY Financial Manager:

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kirsten.weinmeister@ecy.wa.gov

Voice:

Email:

BACKGROUND:

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

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

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

THEREFORE, IT IS MUTUALLY AGREED THAT:

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on June 15, 2013. This agreement expires **June 30, 2015**, unless terminated sooner or extended, as provided herein. Any work performed prior to the effective date of this agreement, without written prior authorization from ECOLOGY, will be at the sole expense and risk of the KCWLDRD.

PAYMENT

This is a performance-based contract, in which payment to the KCWLDRD is based on the successful completion of expected deliverables. Compensation for the work provided will be made in accordance with Governor's Executive Order 10-07. Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed **\$135,469.00** of federal pass-thru funds. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount.

Compensation for all work assignments will be based on the satisfactory performance or completion of deliverable(s) or percentage of completion of deliverable(s) accepted and approved by ECOLOGY'S Project Manager for each work assignment. KCWLDRD must submit a progress report with each payment request. The percentage of cost must reflect the percentage of task completion if partial payment is requested.

The parties represent that funds for service provisions under this Agreement have been appropriated and are available. To the extent that such service provision requires future appropriations beyond current appropriation authority, each of the Parties' obligations are contingent upon the appropriation of sufficient funds by that party's legislative authority to complete the activities described herein. If no such appropriation is made for either party, this Agreement will terminate at the close of the appropriation year for which the last appropriation that funds these activities was made.

PROJECT DESCRIPTION

The purpose of this project is to develop strategies and cost estimates for preserving all Puget Sound drainages with "excellent" benthic index of biotic integrity (B-IBI) scores, and for restoring 30 drainages from "fair" to "good" B-IBI scores. This project is intended to accomplish near-term actions from the 2012/2013 Action Agenda for Puget Sound- C2.1 NTA 2: managing urban runoff at the basin and watershed scale, and C2.3 NTA 2: map, prioritize and restore degraded streams.

STATEMENT OF WORK

KCWLDRD shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth below:

Task 1- Project Administration/Management:

- A. KCWLRD will administer the project. Responsibilities will include, but not be limited to: Maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interagency agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required deliverables.
- B. KCWLRD will manage the project. Efforts will include conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the KCWLRD's designees; grant managers at ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The KCWLRD must carry out this project in accordance with any completion dates outlined in this agreement.
- C. KCWLRD will ensure this project is completed according to the details of this agreement. The KCWLRD may elect to use its own forces or it may contract for professional services necessary to perform and complete project-related work.

Deliverables:

- 1. Quality Assurance Project Plan (QAPP) Waiver Form and QAPP if required.
- 2. Quarterly progress reports and financial vouchers
- 3. Semi-annual progress reports for EPA in the Financial and Ecosystem Accounting Tracking System (FEATS) format
- 4. Final project summary report

Task 2 – Geospatial Analysis

As part of this task, stream benthos sampling sites and results will be downloaded from the PugetSoundStreamBenthos.org website.

KCWLRD will conduct the following analyses and develop associated maps:

- A. Identify all sites in the database with a maximum B-IBI score greater than or equal to 46, and all sites with an average score greater than or equal to 46 (excellent scores).
- B. Identify all sites with a maximum B-IBI score greater than or equal to 42, but less than 46, and all sites with an average B-IBI score greater than or equal to 42, but less than 46.
- C. Identify all sites with scores greater than or equal to 28 and less than or equal to 36 (fair scores).
- D. Delineate drainage basins and estimate contributing area for identified sites based on existing digital elevation models (DEMs).

Identify/summarize the following within each drainage basin:

- 1. Land ownership
- 2. Land use/land cover
- 3. City/county jurisdictions

4. Surficial geology
 5. Stream flow
 6. Water Flow Model results
- E. To the extent practical, account for the “proximity to stream” of land use/landcover within the drainage.

Deliverables:

1. Maps and tables of sites and attributes described above.

Task 3 – Development of Restoration Decision Framework

- A. KCWLRD will develop a decision framework for restoring stream basin B-IBI scores from “fair” to “good”. This task will include a literature review of stream basin restoration effectiveness studies with a focus on benthic macroinvertebrates. This will also include data analysis intended to refine the relationship between B-IBI and various influencing factors, such as water quality (e.g., Water Quality Index), stream flow, riparian habitat, stream channel factors (e.g., geology, morphology, land use/land cover, and stormwater management). The methods used in the Puget Sound Watershed Characterization will be reviewed and incorporated as appropriate, with an aim of having the decision framework fit within the Puget Sound Watershed Characterization decision framework to the extent practical. The decision framework will be developed using input from interested stakeholders and agencies. The information generated by this task will be used to select sites and help develop restoration strategies.

Deliverables:

1. Decision framework diagram and description for restoring small stream drainages from “fair” to “good” B-IBI scores including results from the stream basin restoration literature review.

Task 4 – Identification of Restoration Sites

- A. KCWLRD will develop criteria to prioritize basins with “fair” B-IBI scores for the development of restoration strategies. Example criteria include natural conditions and drivers such as drainage basin size, geology, hydrology, watershed and riparian-scale land covers, and riparian, stream channel and B-IBI sampling site condition. Criteria will also include artificially-imposed conditions and boundaries such as impervious area, land ownership and jurisdictional boundaries and number of past B-IBI scores (i.e., reference baseline), relationship to salmon restoration plans, and other factors.
- B. This project will not include any field work to collect missing data. It is anticipated that smaller drainage basins on the order of a few square miles will be prioritized above larger drainage basins. An effort will be made to ensure geographic coverage across the Puget Sound basin. The Puget Sound Watershed Characterization will be assessed for its applicability for this use and incorporated as appropriate. Criteria will be developed using input from interested stakeholders and agencies. Once developed, the criteria will be

applied to drainage basins for all sites with average B-IBI scores in the “fair” range. The 30 highest priority basins will be identified for restoration strategy development.

Deliverables:

1. Criteria for identifying restoration sites
2. Table showing application of criteria to sites with fair B-IBI scores
3. Map of sites selected for restoration strategy development.

Task 5 – Strategies for Restoring Fair Sites

- A. KCWLRD will develop restoration strategies that will consist of packages of physical measures or actions, such as stormwater retrofits and restoration of upland, riparian, and stream channel conditions. Stormwater retrofits will likely focus primarily on improving water retention and treatment capabilities of existing networks and creating new facilities where needed. Restoration efforts will likely focus primarily on installation of buffer vegetation and stream channel geomorphology improvements. For each of the 30 selected basins, an analysis will be conducted to estimate the approximate level of each restoration activity likely to be needed to restore the basin and improve B-IBI scores. The level of each type of activity will depend on conditions in the basin and the effectiveness of each type of activity to improve B-IBI scores as defined in Task 3.
- B. Planning level cost estimates will be developed for proposed activities, based on estimates per unit of activity – such as square mile of stormwater retrofit, or linear feet of riparian restoration, or linear feet of stream channel restoration. Detailed descriptions of individual restoration projects will not be developed. Restoration strategies will not include implementation incentives, regulatory strategies, or institutional or financial arrangements necessary for implementation.

Deliverables:

1. Tables and descriptions of the relative restoration needs and approximate costs by drainage basin.

Task 6 – Strategies for Preserving Excellent Sites

- A. KCWLRD will develop strategies for preserving basins with “excellent” B-IBI scores. Strategies to be explored will include public land purchase, conservation easement purchase, and transfer of development rights. Planning level cost estimates for preserving basins with “excellent” B-IBI scores will be developed based on average land costs.

Deliverables:

1. Table showing preservation strategy and cost per drainage basin.

Task 7 – Technical Outreach and Coordination

- A. KCWLRD will form and coordinate a technical stakeholder team and conduct additional outreach activities. This project will leverage the coordination effort already underway for the USEPA grant funded project “Enhancement and Standardization of Benthic

Macroinvertebrate Monitoring and Analysis Tools.” The stakeholder team already assembled for this EPA grant project will be recruited to serve as the technical stakeholder team for this project, along with members of ECOLOGY’s Watershed Characterization Technical Assistance Team.

- B. KCWLRD will use on-line surveys to solicit input from representatives of local jurisdictions, WRIAs, state and federal agencies, tribes, and environmental groups from within the Puget Sound region.
- C. KCWLRD will hold two workshops. One will provide input and review of the site selection and restoration conceptual framework. The second will provide peer review and input on the draft preservation and restoration strategies.

Deliverables:

- 1. Form and convene technical stakeholder team.
- 2. Stakeholder workshop summaries and survey results.

Task 8 – Draft and Final Site Identification Report

- A. KCWLRD will complete a draft site identification report. This report will summarize the results of tasks 1, 2, and 3 and will identify all sites with “excellent” B-IBI scores, as well as the 30 basins with “fair” B-IBI scores selected for restoration strategy development.
- B. KCWLRD will submit a final report within 6 weeks of receiving comments from ECOLOGY and stakeholders on the draft report.

Deliverables:

- 1. Draft and final site identification reports.

Task 9 – Draft and Final Preservation and Restoration Strategy Report

- A. KCWLRD will complete a draft preservation and restoration report. This report will summarize the results of tasks 4, 5, and 6 and present strategies, planning-level cost estimates, and next steps for preserving all sites with “excellent” B-IBI scores and for restoring the 30 selected basins with “fair” B-IBI scores. A final report will be produced within 6 weeks of receiving comments from ECOLOGY and stakeholders on the draft report.

Deliverables:

- 1. Draft and final preservation and restoration strategy reports.

Summary Table of Deliverables by Task

Task Number	Deliverable Description	Due Date (months from authorization to proceed)
1	Quality Assurance Project Plan (QAPP) Waiver Form and, if necessary, QAPP	2 month
1	Quarterly progress reports and financial vouchers	Quarterly
1	Semi-annual progress reports for EPA in the Financial and Ecosystem Accounting Tracking System (FEATS) format	Semi-Annually
1	Final project summary report	20 months
2	Maps/tables of sites and attributes	3 months
3	Decision framework diagram and description for restoring small stream drainages from "fair" to "good" B-IBI scores, including results from the literature review	5 months
4	Criteria for identifying restoration sites, table showing application of criteria to sites with fair B-IBI scores, and map of sites selected for restoration	5 months
5	Tables and descriptions of the relative restoration needs and approximate costs by drainage basin	10 months
6	Table showing preservation strategy and cost per drainage basin	10 months
7	Stakeholder workshop summaries and survey results	Semi-Annually
8	Draft site identification report	7 months
8	Final site identification report	9 months
9	Draft preservation and restoration strategy report	15 months
9	Final preservation and restoration strategy report	19 months

Project Budget

Total Cost by Task

TASKS	TOTAL PROJECT COST	TOTAL ELIGIBLE COST
Task 1. Project Management	\$ 9,217	\$ 9,217
Task 2. Geospatial Analysis	\$ 10,326	\$ 10,326
Task 3. Development of Restoration Decision Framework	\$ 12,674	\$ 12,674
Task 4. Identification of Restoration Sites	\$ 8,993	\$ 8,993
Task 5. Strategies for Restoring Fair Sites	\$ 15,904	\$ 15,904

Task 6. Strategies for Preserving Excellent Sites	\$ 9,709	\$ 9,709
Task 7. Technical Outreach and Communication	\$ 16,920	\$ 16,920
Task 8. Draft and Final Site Identification Report	\$ 19,347	\$ 19,347
Task 9. Draft and Final Preservation and Restoration Strategy Report	\$ 32,379	\$ 32,379
TOTAL	\$ 135,469	\$ 135,469
The DEPARTMENT's Fiscal Office will track to the Total Eligible Cost.		

BILLING PROCEDURE

- A. ECOLOGY will pay KCWLRD upon receipt of properly completed invoices -forms A-19, B1 or B2, C1 or C2, D and E or equivalent certified payroll timesheets that will summarize the tasks and time spent by staff, which shall be submitted to the ECOLOGY Financial Manager at least quarterly, but not more often than monthly.
- B. The invoices shall describe and document the work performed, the progress of the project, and fees incurred. To receive reimbursement, KCWLRD must provide a detailed breakdown of authorized expenses, identifying what was expended and when. The invoice shall include the contract reference number. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. ECOLOGY will not make payment until it has received and reviewed a progress report and accepted the completed work.
- C. Payment shall be considered timely if made by ECOLOGY within 30 days after receipt of properly completed invoices including supporting documentation. Payment shall be sent to the address designated by KCWLRD. ECOLOGY may, at its sole discretion, terminate the contract or withhold payments claimed by KCWLRD for services rendered if KCWLRD fails to satisfactorily comply with any term or condition of this contract.
- D. No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by ECOLOGY.

DOCUMENTATION

- 1. KCWLRD shall include the supporting documentation for all expenses, including KCWLRD's salary, benefits, and indirect costs.
- 2. Supporting documentation includes KCWLRD and subcontractor invoices and receipts, accounting records, or any other form of record that establishes the appropriateness of an expense.
- 3. ECOLOGY may request additional documentation if needed to determine if a cost will be allowed.
- 4. Supporting documentation shall be clear and legible and organized by task in the order it was placed on the C1 or C2 by KCWLRD.
- 5. KCWLRD accounting procedures shall include maintaining supporting documentation in a grant file. This includes cancelled checks, invoices, purchase receipts, payroll

records, time and attendance records or a staff hours summary, contract award documents, and vouchers sent to ECOLOGY. KCWLRD shall keep all supporting documentation for audit purposes for at least three years after the expiration date of the agreement.

6. KCWLRD shall use ECOLOGY's Form E time sheets, certified payroll equivalent and staff hours summary, approved by ECOLOGY, to record staff hours being billed to the grant. Upon request, KCWLRD shall provide these records to ECOLOGY.

FEDERAL FUNDING

This agreement is funded by an EPA grant, Catalog of Federal Domestic Assistance Number 66.123, Puget Sound Ecosystem Restoration and Protection Cooperative Agreement grant PC-00J27601-0.

FEDERAL TERMS AND CONDITIONS

The full list of federal administrative and programmatic conditions for this funding is attached to this agreement as Attachment B, and is incorporated into this agreement.

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS

In order to comply with the FFATA, KCWLRD must complete the FFATA Data Collection Form (provided at the time of signature) and return it to ECOLOGY. ECOLOGY will report basic agreement information, including the required DUNS number, for all federally-funded agreements at www.fsr.gov. This information will be made available to the public at www.usaspending.gov. Recipients who do not have a DUNS number can find guidance at www.grants.gov. - **ECOLOGY will not pay any invoices until it has received the completed FFATA Data Collection Form.**

Any recipient that meets each of the criteria below must also report compensation for its five top executives, using ECOLOGY's Federal Funding Accountability and Transparency Act (FFATA) Data Collection Form.

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

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

CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION

1. KCWLRD, 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 KCWLRD is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. KCWLDRD shall provide immediate written notice to the ECOLOGY if at any time the KCWLDRD 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. KCWLDRD 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. KCWLDRD 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, KCWLDRD is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. KCWLDRD 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. KCWLDRD 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. KCWLDRD must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified or amended by written agreement executed by both parties.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

DISALLOWED COSTS

KCWLDRD is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its Subcontractors.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board.

The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws. In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

INDEPENDENT CAPACITY

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

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

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 if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

TERMINATION

Either party may terminate this Agreement upon 30-days' prior written notification to the other party. 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.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15-working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

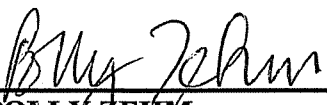
ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

IN WITNESS WHEREOF, these parties have executed this Agreement.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

KING COUNTY DEPT. OF WATER
AND LAND RESOURCES

 8/26/13

POLLY ZEHM DATE
DEPUTY DIRECTOR

 8/15/2013

for MARK ISAACSON DATE
KING COUNTY DIRECTOR OF
WATER & LAND RESOURCES

APPROVED AS TO FORM: ATTORNEY GENERAL'S OFFICE

FEDERAL PROVISIONS

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

Administrative Conditions

1. Cost Principles

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

2 CFR 225 (A-87) for State, Local, and Indian Tribal Governments

2 CFR 220 (A-21) for Educational Institutions

2 CFR 230 (A-122) Nonprofit Organizations

FAR 31.2 for Commercial Organizations

An electronic copy of all the Circulars and applicable CFR's may be obtained via the OMB Home Web page at http://www.whitehouse.gov/omb/circulars_default.

Unless otherwise indicated, the Cost Principles apply to the use of funds provided under this Agreement and In-kind matching donations. The applicability of the Cost Principles depends on the type of organization incurring the costs.

2. Audit Requirements

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

3. Hotel-Motel Fire Safety Act

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

4. Recycled Paper

Institutions of Higher Education Hospitals and Non-Profit Organizations

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

State Agencies and Political Subdivisions

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

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

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

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

State Tribal and Local Government Recipients

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

5. Lobbying

Sub-Recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. Sub-Recipient shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-awardees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure.

Part 30 Recipients

All contracts awarded by Sub- shall contain, when applicable, the anti-lobbying provisions as stipulated in the Appendix at Title 40 CFR Part 30.

Pursuant to Section 18 of the Lobbying Disclosure Act, Sub-Recipient affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

Lobbying and Litigation

Sub-Recipient's chief executive officer shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. Sub-Recipient shall abide by its

respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of Federal grant funds for litigation against the United States or for lobbying or other political activities.

6. Suspension and Debarment

Sub-Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Responsibilities of Participants Regarding Transaction (Doing Business with Other Persons)'. Sub-Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled 'Covered Transactions', includes a term or condition requiring compliance with Subpart C. Sub-Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Sub-Recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Sub-Recipient may access the Excluded Parties List System at: <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, 'Certification Regarding Debarment, Suspension, and Other Responsibility Matters'.

7. Drug-Free Workplace Certification

Sub-Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230. Additionally, in accordance with these regulations, Sub-Recipient organization must identify all known workplaces under its federal award; and keep this information on file during the performance of the award.

Sub-Recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Sub-Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at: http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html

8. Management Fees

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

9. Reimbursement Limitation

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

10. Trafficking in Persons

The following prohibition statement applies to Sub-Recipient, and all sub-awardees of Sub-Recipient. Sub-Recipient must include this statement in all sub-awards made to any private entity under this Agreement.

“YOU AS THE SUB-RECIPIENT, YOUR EMPLOYEES, SUB-AWARDEES UNDER THIS AWARD, AND SUB-AWARDEES’ EMPLOYEES MAY NOT ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; PROCURE A COMMERCIAL SEX ACT DURING THE PERIOD OF TIME THAT THE AWARD IS IN EFFECT; OR USE FORCED LABOR IN THE PERFORMANCE OF THE AWARD OR SUB-AWARDS UNDER THIS AWARD.”

11. DUNS and CCR Requirements

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

12. FY2011 ACORN Funding Restriction

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

13. Disadvantaged Business enterprise Requirements, General Compliance

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

14. Sub-Awards

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

1. Establish all sub-award agreements in writing;
2. Maintain primary responsibility for ensuring successful completion of the approved project (SUB-RECIPIENT CANNOT DELEGATE OR TRANSFER THIS RESPONSIBILITY TO A SUB-AWARDEE).
3. Ensure that any sub-awards comply with the standards in Section 210(a)-(d) of OMB Circular A-133, and are not used to acquire commercial goods or services for the sub-awardee.
4. Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
5. Monitor the performance of sub-awardees, and ensure sub-awardees comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;

6. Obtain ECOLOGY's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
7. Obtain approval from ECOLOGY for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Programmatic Conditions

1. Semi-Annual Performance Reports

Consistent with 40 CFR §35.115 and EPA Order 5700.7, the sub-recipient will submit performance reports using the Financial and Ecosystem Accounting Tracking System (FEATS) form every six (6) months during the life of the project. The FEATS form will be provided to the sub-recipient by the ECOLOGY Project Manager. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted on or before April 15th and October 15th of each calendar year to the ECOLOGY Project Manager. It is preferred that reports be submitted by electronic mail. In accordance with 40 CFR Part 30.51(d) and 40 CFR Part 31.40, as appropriate, the sub-recipient agrees to submit performance reports that include brief information on each of the following areas:

- (a) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan and sub-awards for the period.
- (b) The reasons for slippages if established outputs/outcomes were not met.
- (c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.

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

2. Recognition of EPA Funding

Reports, documents, signage, videos, or other media, developed as part of projects funded by this Agreement shall contain the following statement:

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

3. Copyrighted Material

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

ECOLOGY acknowledges that EPA may authorize another grantee to use copyrighted works or other data developed under this Agreement as a result of: a) the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or; b) termination or expiration of this agreement.

4. Peer Review

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

5. QAPP Language

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

