



JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368
www.jeffersoncountypublichealth.org

November 4, 2011

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director

DATE: December 5, 2011

SUBJECT: Agenda Item – Agency Agreement – Site Hazard Assessment
#G1200178 with Department of Ecology; July 1, 2011 –
June 30, 2013; \$26,211

STATEMENT OF ISSUE:

Jefferson County Public Health, Environmental Health Department, is requesting Board approval of the Agency Agreement – Site Hazard Assessment #G12200178 with Department of Ecology; July 1, 2011 – June 30, 2013; \$26,211

ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:

This is an on-going agreement with the Department of Ecology for Site Hazard Assessments. The purpose of the work is to collect information about environmental conditions, waste types and waste quantities at a site, which may adversely affect the environment through the release of contaminants. This is done with field screening, sampling, and other data collection methods. The collected information is used to evaluate environmental and human health risks and to rank a site according to the Washington State Ranking Method using the Model Toxics Control Act. The ranking compares the contaminated sites to others in the state and helps to set priorities for remedial action at sites within the state. There are 4 components to this program.

Task 1: \$12,057 – Respond to public complaints and perform Initial Investigations to determine if a release of a hazardous substance has occurred at a site and if further action is required.

Task 2: \$8,125 - Perform eight site hazard assessments. Conduct comprehensive reviews and interviews in order to gather relevant data pertaining to a spill or release of hazardous materials to the environment. Prepare work plans, take samples, analyze sites, and compile data to determine the hazard ranking, using the WA State Ranking Method.

COMMUNITY HEALTH
DEVELOPMENTAL DISABILITIES
MAIN: (360) 385-9400
FAX: (360) 385-9401

PUBLIC HEALTH
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ENVIRONMENTAL HEALTH
WATER QUALITY
MAIN: (360) 385-9444
FAX: (360) 379-4487

Task 3: \$524 - Clandestine drug lab program. Tasks to include initial site investigation activities, working with law enforcement and Spill Team personnel, a plan review of the assessment and or decontamination work plan.

Task 4: \$5,505 – Program Management for Initial Investigation and Site Hazard Assessment, trainings needed to perform this work, and supplies essential to complete this work.

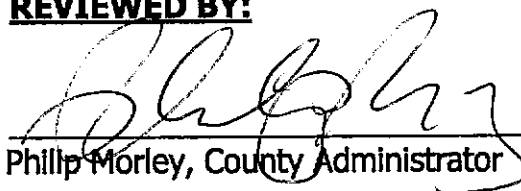
FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract is funded by the Department of Ecology and requires no match.

RECOMMENDATION:

JCPH management request approval of the Agency Agreement – Site Hazard Assessment #G12200178 with Department of Ecology; July 1, 2011 – June 30, 2013; \$26,211

REVIEWED BY:


Philip Morley, County Administrator

4/8/11
Date

(Routed to all Public Health Managers)

REMEDIAL ACTION GRANT AGREEMENT G1200178
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
JEFFERSON COUNTY PUBLIC HEALTH

This is a binding agreement entered into by and between the state of Washington Department of Ecology, hereinafter referred to as the DEPARTMENT, and Jefferson County Public Health, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

RECIPIENT ADDRESS	Environmental Health Division 615 Sheridan Street Port Townsend, WA 98368-2439
RECIPIENT PROJECT MANAGER	Stuart Whitford, Director (360) 385-9411 swhitford@co.jefferson.wa.us
RECIPIENT FISCAL CONTACT	Susan Parke, (360) 385-9437
DEPARTMENT GRANT MANAGER	Diane Singer, 360-407-6062
DEPARTMENT PROJECT MANAGER	Cris Matthews, 360-407-6388
FUND SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$26,211
STATE GRANT SHARE	\$26,211
RECIPIENT GRANT SHARE	-0-
MAXIMUM STATE SHARE PERCENT	100%
FEDERAL TAX IDENTIFICATION NUMBER	91-6001322
EFFECTIVE DATE OF THE AGREEMENT	July 1, 2011
EXPIRATION DATE OF THE AGREEMENT	June 30, 2013

PART 1: PROJECT DESCRIPTION

The goal of the Site Hazard Assessment (SHA) grant program is to provide funding to local health districts/departments to investigate and evaluate sites that have been potentially contaminated with hazardous substances in Washington State. There are three components to this program: Initial Investigations, Site Hazard Assessments, and Clandestine Drug Lab Assessment and Cleanup.

Initial Investigations (IIs): Local health districts/departments respond to complaints from the public, as reported through the DEPARTMENT'S Environmental Report Tracking System (ERTS). The purpose of this work is to determine if a release of a hazardous substance has occurred at a site and if further action is required.

Site Hazard Assessments (SHAs): Local health districts/departments collect information about environmental conditions, waste types, and waste quantities at sites. These conditions may adversely affect the environment by a release of hazardous substances. The information collected during an SHA is used to evaluate environmental and human health risks and to assign a relative risk ranking under the Washington Ranking Method.

Under this SHA component, the RECIPIENT may also conduct **lead assessments** at residential properties where children have been identified as having elevated blood lead levels. The goal is to determine if lead is present at the site and could be presenting an exposure pathway to children.

Clandestine Drug Labs: Local health districts/departments conduct investigations and cleanup activities at sites where illegal drug manufacturing activities have been performed. This activity has the potential of releasing hazardous chemicals into the environment. Drug labs are sometimes found at residential properties where children could be exposed to the harmful substances used in, or resulting from, the manufacture of illegal drugs. Drug lab cleanup actions on public lands are funded at 50 percent of eligible costs, cleanup actions on private lands are not grant eligible.

PART 2: SCOPE OF WORK

The tasks(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by the DEPARTMENT in the current budget plan. The RECIPIENT must complete all activities in the following tasks, including deliverables, by the expiration date of this agreement unless otherwise stated in this agreement or approved by the DEPARTMENT in writing.

The RECIPIENT shall submit all sampling data to the DEPARTMENT in both printed and electronic formats in accordance with WAC 173-340-840(5) and the DEPARTMENT'S Toxics Cleanup Program Policy 840: Data Submittal Requirements. Monthly/Quarterly Progress Reports must indicate if the RECIPIENT submitted sampling data to the DEPARTMENT during that billing period. Failure to properly submit sampling data will result in the withholding of grant funding.

The RECIPIENT shall maintain technical and safety training as appropriate. All participating staff shall have received, and be current with, The Hazardous Waste Operations and Emergency Response (HAZWOPER) certification. The RECIPIENT is responsible to ensure that all staff entering potential and known hazardous waste sites act in accordance with the RECIPIENT'S Health and Safety Plan for the site.

Some costs are conditionally eligible and/or require approval by the DEPARTMENT'S grant manager prior to purchase. It is the RECIPIENT'S responsibility to understand the eligibility of costs and their responsibility in obtaining approvals prior to incurring costs.

Any work performed or costs incurred prior to the effective date of this agreement shall be at the sole expense of the RECIPIENT.

TASK 1: INITIAL INVESTIGATIONS

This task funds the RECIPIENT'S costs the DEPARTMENT determines reasonable and necessary to perform 10 initial investigations. The RECIPIENT shall investigate newly discovered sites that have been identified within the RECIPIENT'S county as being a potential health or environmental risk.

The RECIPIENT shall conduct and report on initial investigations in accordance with the DEPARTMENT'S Initial Investigations Policy 310A and any additional guidance on conducting initial investigations. The RECIPIENT shall also attend any DEPARTMENT required training on initial investigations.

With prior approval from the DEPARTMENT, the RECIPIENT may reopen certain investigations and lead extended initial investigations. These may include sampling and analysis or other costs approved in advance by the DEPARTMENT'S grant manager.

The RECIPIENT shall forward a copy of site investigation reports to the DEPARTMENT'S regional SHA Coordinator within 30 days of a completed initial investigation. The RECIPIENT shall report work progress to the DEPARTMENT'S grant manager at the time of billing for cost reimbursement.

TASK 2: SITE HAZARD ASSESSMENTS

This task funds the RECIPIENT'S costs the DEPARTMENT determines reasonable and necessary to perform site hazard assessments and to rank sites. The RECIPIENT shall perform site hazard assessments as defined in the Model Toxics Control Act and rank sites in accordance with the DEPARTMENT'S Site Hazard Assessment (SHA) Guidance and Procedures for the Washington Ranking Method, Ecology Publication 91-73.

The RECIPIENT shall perform eight site hazard assessments under this task. The RECIPIENT shall confirm with the DEPARTMENT'S site hazard assessment coordinator that the proposed site is approved for work under this task. Sites from the Confirmed or Suspected Hazardous Sites list or those pending formal cleanup action will be high priority candidates for assessment.

The RECIPIENT has not requested to perform lead assessments under this task in coordination with the Department of Health but may direct funding to this activity with written approval by the DEPARTMENT'S grant manager. The RECIPIENT may conduct lead assessments at properties where an elevated blood lead level has been identified in a child

residing at or frequenting the property. The assessment consists of the sampling and analysis and reporting on materials that potentially contain lead (such as paint, soil, and dust). This includes making recommendations to the family about ways to mitigate exposure to and remediate the lead.

The RECIPIENT shall report lead assessment results to the Department of Health and to the DEPARTMENT'S grant manager. Costs for lead assessments shall not exceed \$2,000 each without prior approval by the DEPARTMENT'S grant manager.

TASK 3: CLANDESTINE DRUG LABS

This task funds the RECIPIENT'S costs the DEPARTMENT determines reasonable and necessary for the RECIPIENT to conduct assessments and cleanups at five clandestine drug lab locations within their jurisdiction. The RECIPIENT shall coordinate with the local drug task force, the DEPARTMENT'S Spill Response Team, the Washington State Patrol and other local law enforcement in responding to Clandestine Drug labs.

Eligible costs may include:

- Conducting site inspections, interviewing Law Enforcement and Spill Team personnel, reviewing documents, photographing areas of contamination or suspected contamination, taking samples and scientific measurements, and conducting tests and readings as deemed appropriate to determine if site is "Unfit for Use."
- When property is determined "Unfit for Use," writing "Unfit for Use" document, recording it with the County Auditor's Office, notifying the Washington State Department of Health, and posting the property as unfit for occupancy.
- Reviewing and approving cleanup work plans and cleanup reports.
- Conducting cleanups on public lands. This activity requires up to a 50 percent match.
- Overseeing cleanups conducted on private lands.
- Conducting cleanup and post-cleanup site inspections.
- Writing "Release for Reuse" document and recording documents with the County Auditor's Office.
- Participating in the Clandestine Drug Lab Steering Committee and subcommittees to keep the local health department or district's recommendations, statewide guidelines and regulations updated.
- Providing public information about drug labs within the jurisdiction.
- Purchasing a limited amount of equipment and field supplies needed for sampling or completing other tasks as outlined in the grant agreement. Equipment purchases require prior written approval from the DEPARTMENT'S grant manager to be grant eligible.

TASK 4: GRANT AND PROJECT ADMINISTRATION

This task funds RECIPIENT'S costs the DEPARTMENT deems reasonable and necessary to administer the grant and manage the projects.

The RECIPIENT shall document on the progress report the staff time spent on each activity and at each site.

The RECIPIENT shall submit copies of requested site records to the DEPARTMENT, including copies of photographs documenting site visits.

Eligible administrative costs may also include those incurred performing activities to:

- Administer the grant, develop, and maintain grant files.
- Prepare and submit payment requests, and progress reports.
- Conduct, coordinate, and schedule project activities described in the scope of work.
- Develop and maintain project records and submit copies to the DEPARTMENT and Department of Health.
- Conduct quality control and quality assurance oversight of all project elements.
- Purchase services, supplies, tools, and equipment needed to accomplish grant tasks. (Equipment purchases are conditionally eligible and require prior written approval by the DEPARTMENT'S grant manager).
- Attend training events approved in advance, (including related travel costs). (Training requires prior approval by the DEPARTMENT'S grant manager).

PART 3: FUND SOURCE AND BUDGET PLAN

The DEPARTMENT approves costs consistent with the most recently approved budget plan. To change how funds are allocated among the grant tasks, the RECIPIENT must submit a written request to the DEPARTMENT. The DEPARTMENT must approve the revised budget plan in writing. The DEPARTMENT incorporates revised, and approved budget plans into this agreement by letter amendment.

A. FUND SOURCE

LTCA

Total Eligible Project Cost		\$26,211.00
Fund	Fund Share (%)	Maximum Fund Amount
Local Toxics Control Account	100%	\$26,211.00
Match Requirement	Match Share (%)	Match Amount
Cash Match	0%	\$-0-

B. BUDGET PLAN

Project Tasks	Estimated Maximum Fund Amount
1. Initial Investigations	\$12,057.00
2. Site Hazard Assessments	\$8,125.00
3. Clandestine Drug Labs	\$524.00
4. Grant And Project Administration	\$5,505.00
TOTAL:	\$26,211.00

PART 4: BUDGET CONDITIONS

- A. Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.
- B. Overhead is eligible at a rate of 25 percent of staff salaries and benefits for time devoted to tasks outlined in this agreement.
- C. The DEPARTMENT tracks expenditures at the task level. To increase or decrease state funding or change the scope of work, the DEPARTMENT requires a formal amendment. A letter amendment may be used to redistribute the budget among tasks and to change the expiration date.
- D. In-kind services are not eligible for match.
- E. Payments to the RECIPIENT from the DEPARTMENT shall be made payable to Jefferson County Public Health, 615 Sheridan Street, Port Townsend, WA 98368.

PART 5: SPECIAL TERMS AND CONDITIONS

A. BILLING

- 1. Unless otherwise approved in writing by the DEPARTMENT, the RECIPIENT shall submit a payment request to the DEPARTMENT quarterly, but no more often than once per month.
- 2. The RECIPIENT shall submit payment requests on State Voucher forms that include an A-19, B2, and C2. The RECIPIENT shall include a Progress Report for the billing period, and an updated copy of the spending plan, if changes have occurred since the previous spending plan was submitted.
- 3. The final payment request shall include a Final Project Report.
- 4. The RECIPIENT shall provide the Progress Report and Final Project Report on DEPARTMENT provided forms unless otherwise approved by the DEPARTMENT.

5. The budget plan is organized by task; therefore, the RECIPIENT shall itemize costs by task on the C2 form and summarize costs by task on the B2 form.
6. The RECIPIENT shall submit one copy of each payment request and backup documentation to the DEPARTMENT'S grant manager, and one copy to the DEPARTMENT'S project manager. Failure to submit copies to both the grant manager and project manager shall constitute an incomplete submission. The payment request will not be reviewed or processed until both copies have been submitted.

B. DOCUMENTATION

1. The RECIPIENT shall include the supporting documentation for all expenses, including RECIPIENT salary and benefits.
2. Supporting documentation includes contractor and subcontractor invoices and receipts, accounting records, or any other form of record that establishes the appropriateness of an expense.
3. The DEPARTMENT 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 C2 by the RECIPIENT.
5. RECIPIENT accounting procedures shall include maintaining supporting documentation in a grant file. This includes cancelled checks, invoices, purchase receipts, payroll records, time and attendance records, contract award documents, and vouchers sent to the DEPARTMENT. The Recipient shall keep all supporting documentation for audit purposes for at least three years after the expiration date of the agreement.
6. The RECIPIENT shall use the DEPARTMENT provided Form E, or an equivalent time sheet approved by the DEPARTMENT, to record staff hours being billed to the grant. Upon request, the RECIPIENT shall provide these records to the DEPARTMENT.

C. OTHER SPECIAL TERMS

1. STATE-WIDE VENDOR REGISTRATION

Washington State's Office of Financial Management (OFM) maintains a central vendor file for Washington state agencies to use to process vendor payments. This allows vendors to receive payments from all participating state agencies. RECIPIENTS must register as a state-wide vendor (SWV) by submitting a state-wide vendor registration form and an IRS W-9 form (www.ofm.wa.gov/isd/vendors/swv_form.doc) to OFM. If you have questions about the vendor registration process you can contact OFM at the Vendor Help Desk at (360) 664-7779 or email to vendorhelpdesk@ofm.wa.gov.

2. TRAINING

The RECIPIENT agrees to participate in any DEPARTMENT recommended trainings to manage agreements and prepare, process, and receive payments.

3. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

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

The RECIPIENT should report payments made to qualified firms to the DEPARTMENT at the time of submitting each invoice. Please include the following information on the DEPARTMENT-provided Form D:

- a) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- b) The total dollar amount paid to qualified firms under this invoice.

4. PROCUREMENT AND CONTRACTS

- a) The RECIPIENT shall provide written certification that it will follow its standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation," found in the *Administrative Requirements for Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005) (Yellow Book).
- b) Upon issuance, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to the DEPARTMENT'S project manager.
- c) Prior to contract execution, the RECIPIENT shall submit all draft documents and a copy of the draft proposed contract to the DEPARTMENT'S project manager for review and approval.

- d) Following the contract execution, the RECIPIENT shall submit a copy of the final contract to the DEPARTMENT'S project manager and grant manager.

5. USE OF EXISTING CONTRACTS

The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall notify the DEPARTMENT if it is using contracts entered into prior to the execution of the grant agreement for performance of grant-funded activities. The RECIPIENT shall submit a copy of the contract to the DEPARTMENT'S project manager and grant manager. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by the DEPARTMENT prior to cost reimbursement.

6. FAILURE TO COMMENCE AND SUSTAIN WORK

In the event the RECIPIENT fails to commence work on the project funded herein within six (6) months after the effective date of this grant, or fails to sustain work in accordance with the work schedule established in the order or decree, the DEPARTMENT reserves the right to terminate this grant.

7. GRANT & PROJECT REPORTING

- a) **Progress Reports:** Progress reports are due at least quarterly. The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request, and no less frequently than quarterly, even if a payment request is not submitted. These reports shall be in accordance with the DEPARTMENT-approved reporting format as indicated in the *Remedial Action Grant Guidelines, Publication #10-07-012 (Revised 2010), Appendix C*. The DEPARTMENT shall not approve payments without the required progress reports.
- b) **Spending Plans:** The RECIPIENT shall complete and submit to the DEPARTMENT a spending plan projecting quarterly expenditures for the project time period, if requested by the DEPARTMENT. The RECIPIENT shall update the spending plan as needed throughout the term of the agreement.
- c) **Final Project Report:** In addition to the progress report that identifies the work performed during the last billing period, the final payment request shall include a copy of the final project report. This report summarizes the project goals, purpose of the actions conducted, and outcomes of the project. It shall include the number of initial investigations, site hazard assessments, lead assessments, and meth lab assessments and cleanups completed during the term of the grant agreement and in process at the close of the agreement.
- d) Progress report, final project report, and spending plan forms can be found on the DEPARTMENT'S website at <http://www.ecy.wa.gov/programs/swfa/grants/rag.html>, and in the Remedial Action Grant Guidelines, Ecology Publication #10-07-012 (Revised 2010).

- e) Sampling data: The RECIPIENT shall submit all sampling data to the DEPARTMENT in both printed and electronic formats in accordance with WAC 173-340-840(5) and the DEPARTMENT'S Toxics Cleanup Program Policy 840: Data Submittal Requirements. Monthly/Quarterly Progress Reports must indicate if the RECIPIENT submitted sampling data to the DEPARTMENT during that billing period. Failure to properly submit sampling data will result in the withholding of grant funding.

8. ALL WRITINGS CONTAINED HEREIN

This agreement, including the appended "General Terms and Conditions," the latest approved budget plan, and the DEPARTMENT'S *Administrative Requirements for Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005) (Yellow Book), contains the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and DEPARTMENT and made part of this agreement; EXCEPT a letter of amendment will suffice to extend the expiration date of the grant agreement or to adopt a revised budget plan redistributing funds among tasks.

9. ARCHEOLOGICAL AND CULTURAL RESOURCES

The RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to the archeological or cultural resources. RECIPIENT shall immediately cease work and notify the DEPARTMENT if any archeological or cultural resources are found while conducting work under this agreement. In the event that historical or cultural artifacts are discovered at the project site, the RECIPIENT shall also notify the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. Applicability of the National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact historic properties (such as invasive sampling, dredging, or cleanup actions).

10. PRECEDENCE

In the event of inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) Scope of Work and most current approved budget plan; (c) Special Terms and Conditions; (d) Remedial Action Grant Program Guidelines (e) any terms incorporated herein by reference including the *Administrative Requirements for Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005)(Yellow Book); and (f) the General Terms and Conditions (SS-010 Rev. 05/02).

11. EQUIPMENT ACQUISITION, USE MANAGEMENT, AND DISPOSITION

Equipment Acquisition: The RECIPIENT may purchase equipment needed to accomplish the scope of work in the grant agreement.

The RECIPIENT must obtain written approval from the grant manager to purchase equipment prior to billing costs to the grant agreement. The RECIPIENT is responsible for any costs the grant manager does not approve. Generally, the grant manager will need the following information to evaluate requests to purchase equipment:

1. Description of the equipment, including identification of operation and maintenance items that are to be grant funded (such as insurance, repairs, fuel, etc.)
2. Justification for the purchase, including analysis of rent vs. purchase.
3. Total Cost, including estimate of operation and maintenance costs.
4. Useful life-expectancy of the equipment.

Equipment Use: During the effective dates of the agreement and any amendments thereto, equipment purchased with grant funds must be used to accomplish activities funded by the agreement. It may be used for activities not funded by the agreement as long as that use does not interfere with work on the originally authorized projects.

The RECIPIENT may not use the equipment to provide services for a fee to compete unfairly with private companies providing equivalent services, unless specifically permitted by statute.

The RECIPIENT agrees to make equipment purchased with grant funds available for use by the DEPARTMENT as long as that use does not interfere with work on the originally authorized projects.

Equipment Management: The RECIPIENT agrees to maintain and manage the equipment properly to optimize its life span. The RECIPIENT must have in place some form of inventory control system that includes a physical inventory to document where the equipment is being used, and a maintenance record that insures the equipment is being kept in good working condition.

At least once every two years, the RECIPIENT must take physical inventory of the equipment and reconcile the results with their property records. This must continue until final disposition has been made. The inventory records must be maintained for audit purposes consistent with other grant records. (Yellow Book, Ecology Publication #91-18, Revised September 2005)

Equipment records include:

1. Description of the equipment.
2. A serial or other identifying number; (VIN, manufacturer's, RECIPIENT inventory tracking, or other identifying number).
3. The source of the equipment (vendor name).
4. The name of the title holder.
5. Purchase date and price.
6. The percentage of the purchase price paid by the DEPARTMENT.
7. The location and use of the equipment.

8. Condition and maintenance records.
9. Final disposition data, including date of disposition and sale price obtained if applicable.

Equipment Disposition: When the agreement expires or the equipment is no longer needed for the originally authorized purpose (whichever comes first), the RECIPIENT may dispose of any purchased equipment as follows.

1. The RECIPIENT may retain the equipment with no further compensation to the DEPARTMENT if:
 - a) The equipment is needed for continued operation, maintenance, or monitoring of the project or other projects administered through the DEPARTMENT.
 - b) The equipment is needed for a project that is compatible with the originally intended use.
2. If the RECIPIENT has no further use for the equipment for the original or comparable projects, they may retain or sell the equipment and pay the DEPARTMENT an amount equal to the DEPARTMENT'S share of the current fair market value, sale proceeds, or other price agreed upon by the grant manager. If the RECIPIENT elects to sell the equipment, the RECIPIENT is to use sales procedures ensuring the highest possible return.

The grant manager may instruct the RECIPIENT to transfer title to the DEPARTMENT or to a third party named by the DEPARTMENT who is eligible under existing statutes. In this case, the RECIPIENT will be compensated in the amount equal to its share of the current fair market value of the equipment, or other price agreed upon by the RECIPIENT.

GENERAL TERMS AND CONDITIONS
Pertaining to Grant and Loan Agreements of
The Department of Ecology

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

C. THIRD PARTY BENEFICIARY

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

D. CONTRACTING FOR SERVICES (BIDDING)

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

E. ASSIGNMENTS

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

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

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

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A 133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

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

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. **Period of Compensation.** Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. **Final Request(s) for Payment.** The RECIPIENT should submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. **Performance Guarantee.** The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.
5. **Unauthorized Expenditures.** All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. **Mileage and Per Diem.** If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. **Overhead Costs.** No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

1. **For Cause.** The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. **Insufficient Funds.** The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. **Failure to Commence Work.** In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. WAIVER

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

M. PROPERTY RIGHTS

1. **Copyrights and Patents.** When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

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

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

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

a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see www.ecy.wa.gov/sustainability.

O. RECOVERY OF PAYMENTS TO RECIPIENT

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

Q. DISPUTES

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

R. CONFLICT OF INTEREST

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

This agreement shall be governed by the laws of the State of Washington.

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions. SS-010 Rev. 04/04

IN WITNESS WHEREOF, the parties hereby sign this Grant:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

JEFFERSON COUNTY
PUBLIC HEALTH

Laurie G. Davies Date
Program Manager
Waste 2 Resources

~~Stuart Whitford~~ John Austin Date
~~Environmental Health Director~~
Chair, Board of County Commissioners

Approved as to form only Assistant Attorney General

Approved as to form only:

David Alvary 11/9/2011

Jefferson Co. Prosecutor's Office