



JEFFERSON COUNTY PUBLIC HEALTH

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

January 10, 2012

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jean Baldwin, Director
Michael Dawson, Water Quality Program Lead

DATE: February 27, 2012

SUBJECT: Agenda Item – Hood Canal Clean Water Project, #G0800055, Amendment #3 with Department of Ecology; October 29, 2007 – May 31, 2012; de-obligation of funds total -\$24,000 (Includes DOE 75% match)

STATEMENT OF ISSUE:

Jefferson County Public Health, Water Quality Division, requests Board approval of the Hood Canal Clean Water Project, #G0800055, Amendment #3 with Department of Ecology; October 29, 2007 – May 31, 2012; de-obligation of funds total -\$24,000 (Includes DOE 75% match)

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

With this amendment the deliverables related to sanitary surveys have been adjusted to better reflect the conditions found in the project area which includes a large number of vacation homes not frequently occupied. In addition, the value of the outreach and education component of the surveys has been affirmed in the new wording of the survey deliverable. The anticipated reduced number of completed surveys is reflected in a de-obligation of 4 percent of total funds of the budget in the corresponding tasks.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This amendment adjusts the budget to reflect current spending rates. DOE has de-obligated \$18,000 of the original Department of Ecology's share, which is a net loss that does not reflect the match. Including match, the budget has been adjusted for to a total of \$24,000 which does include Department of Ecology's 75% match.

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

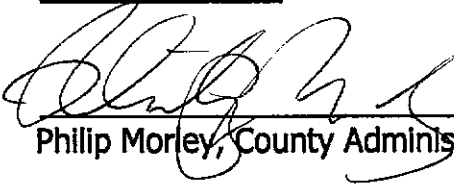
PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER COMMUNITY

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

RECOMMENDATION:

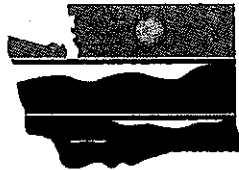
JCPH management request approval of the Hood Canal Clean Water Project, #G0800055, Amendment #3 with Department of Ecology; October 29, 2007 – May 31, 2012; de-obligation of funds total -\$24,000 (Includes DOE 75% match)

REVIEWED BY:


Philip Morley, County Administrator

2/12/12
Date

(Routed to all Public Health Managers)



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 3
TO GRANT AGREEMENT NO. G0800055
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
JEFFERSON COUNTY PUBLIC HEALTH

PURPOSE: To amend the above-referenced grant agreement between the Department of Ecology [DEPARTMENT] and Jefferson County Public Health [RECIPIENT] for the Hood Canal Clean Water Project. This amendment is needed to adjust the budget to reflect current spending rates and modify the scope to clarify work on sanitary surveys.

IT IS MUTUALLY AGREED that the grant agreement is amended as follows:

The following will be deleted:

Part II. Post Project Assessment

C. Water Quality Outcomes:

1. Conduct sanitary surveys of 900 Hood Canal parcels within 500 feet of shoreline.

Part V. Scope of Work

Task 3 – Sanitary Surveys/Pollution Identification and Correction

~~E. Required Performance:~~

1. Conduct sanitary surveys on approximately 900 OSSs in the project area by January 31, 2012.

The following will be added:

Part II. Post Project Assessment

C. Water Quality Outcomes:

1. Sanitary surveys on all Hood Canal parcels within 500 feet of shoreline. This includes surveys attempted where homeowner is either not home or where multiple attempts to contact the homeowner result in leaving or mailing a flyer and the homeowner still does not respond.

**Jefferson County Public Health
Hood Canal Clean Water Project
Page 2**

Part V. Scope of Work

Task 3 – Sanitary Surveys/Pollution Identification and Correction

E. Required Performance:

1. RECIPIENT will attempt sanitary surveys on all OSSs within 500 feet of Hood Canal within the project area by January 31, 2012.

The project budget is modified as follows:

| Task Elements | Current Budget | Amended Budget |
|--|----------------|----------------|
| Task 1 – Project Administration/Management | \$45,469 | \$45,469 |
| Task 2 – Shoreline Survey and Water Quality Analysis | \$202,652 | \$191,985 |
| Task 3 – Pollution Identification and Correction | \$264,859 | \$258,191 |
| Task 4 – Public Outreach and Education | \$66,549 | \$59,883 |
| Total: | *\$579,529 | *\$555,529 |
| * The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost. | | |

With this amendment \$18,000 of the original DEPARTMENT share is being deobligated.

FURTHER, the effective date of this amendment will be the effective date of the original AGREEMENT, October 29, 2007.

Except as expressly provided by this amendment, all other terms and conditions of the original grant agreement and all amendments remain in full force and effect.

IN WITNESS WHEREOF: the parties have signed this amendment.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

JEFFERSON COUNTY PUBLIC HEALTH

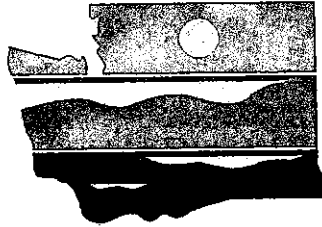
KELLY SUSEWIND, P.E., P.G. DATE
WATER QUALITY PROGRAM MANAGER

JOHN AUSTIN DATE
CHAIR, BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL
(Revised 05/05/09)

Approved as to form only:

David Alvord 2/13/12
Jefferson Co. Prosecutor's Office



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 2
TO GRANT AGREEMENT NO. G0800055
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
JEFFERSON COUNTY PUBLIC HEALTH

PURPOSE: To amend the above-referenced grant agreement between the Department of Ecology [DEPARTMENT] and Jefferson County Public Health [RECIPIENT] for the Hood Canal Clean Water Project. This amendment is needed to include federally required language in the agreement.

IT IS MUTUALLY AGREED that the grant agreement is amended as follows:

1. Subsection B of Part VI. Special Terms and Conditions (Certification Regarding Suspension, Debarment, and other Responsibility Matters) is deleted and replaced with the following:

B. Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to the DEPARTMENT if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the DEPARTMENT for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the DEPARTMENT upon request. RECIPIENT/CONTRACTOR must run a search in www.epls.gov and print a copy of completed searches to document proof of compliance.


FURTHER, the effective date of this amendment will be the effective date of the original AGREEMENT, October 29, 2007.

Except as expressly provided by this amendment, all other terms and conditions of the original loan agreement and all amendments thereto remain in full force and effect.

IN WITNESS WHEREOF: the parties have signed this amendment.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

JEFFERSON COUNTY PUBLIC HEALTH



KELLY SUSEWIND, P.E., P.G. DATE 7/14/11
WATER QUALITY PROGRAM MANAGER

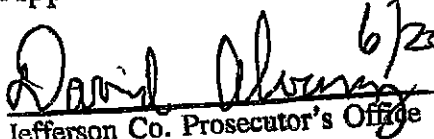


JOHN AUSTIN DATE 7/5/11
CHAIR, BOARD OF COUNTY COMMISSIONERS

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

(Revised 05/05/09)

Approved as to form only:



David Alvord 6/20/11
Jefferson Co. Prosecutor's Office



LETTER AMENDMENT

REDISTRIBUTING COSTS AMONG BUDGET ELEMENTS OF AN ECOLOGY GRANT

April 14, 2011

To: Michael Dawson
~~Mick McNickle~~
Jefferson County Public Health
615 Sheridan Street
Port Townsend, WA 98368

From:
Melanie Tyler
Financial Manager
Water Quality Program

Re: Amendment No. 1 to Agreement No. G0300055
Hood Canal Clean Water Project

In response to the request made via email sent March 21, 2011, I authorize the following changes:

| Task No. | Current Budget | Revised Budget |
|-----------------------|------------------|------------------|
| 1 | \$30,469 | \$45,469 |
| 2 | \$217,652 | \$202,652 |
| 3 | \$264,859 | \$264,859 |
| 4 | \$66,549 | \$66,549 |
| Project Totals | \$579,529 | \$579,529 |

Budget Section Approval:

Budget Analyst
Date 4-14-2011

The effective date for this amendment is November 1, 2010.

**Jefferson County Public Health
Hood Canal Clean Water Project
Page 2**

Except as expressly provided by this amendment, all other terms and conditions of the original grant agreement and all amendments thereto remain in full force and effect.

cc: Michael Dawson, Jefferson County Public Health
Ecology Fiscal Office

Ecology is an Equal Opportunity and Affirmative Action Employer

ECY 060-24 (4/22/97)

Handwritten: 11-25-97

Handwritten: [Signature]

**CLEAN WATER ACT SECTION 319 NONPOINT SOURCE FUND
GRANT AGREEMENT 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." The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

PART I. GENERAL INFORMATION

Project Title: Hood Canal Clean Water Project

Grant Number: G0800055

RECIPIENT Name: Jefferson County Public Health
Mailing Address: 615 Sheridan Street
Street Address: Port Townsend, WA 98368

RECIPIENT Contact: Mike McNickle
Telephone Number: (360) 385-9444
Fax Number: (360) 385-9401
E-Mail Address: mmcnickle@co.jefferson.wa.us

RECIPIENT Billing Contact: Susan Parke
Telephone Number: (360) 385-9444
Fax Number: (360) 385-9401
E-Mail Address: sparke@co.jefferson.wa.us

RECIPIENT Federal ID Number: 91-6001322

DEPARTMENT Project Manager: Tammy Riddell
Water Quality Program
Mailing Address: PO Box 47775
Street Address: Olympia, WA 98504-7775
Telephone Number: (360) 407-6295
Fax Number: (360) 407-6305
E-Mail Address: trid461@ecy.wa.gov

Hood Canal Clean Water Project
Jefferson County Public Health
Grant No. G0800055

DEPARTMENT Financial Manager:

Mailing Address:

Telephone Number:

Fax Number:

E-Mail Address:

Patricia Brommer

Water Quality Program

Washington State Department of Ecology

P.O. Box 47600

Olympia, WA 98504-7600

(360) 407-7151

(360) 407-6426

patb461@ecy.wa.gov

DEPARTMENT Funding Source:

Clean Water Act Section 319 Nonpoint
Source Fund

Total Cost:

\$579,529.00

Total Eligible Cost:

\$579,529.00

DEPARTMENT Share:

\$434,646.00

RECIPIENT Share:

\$144,883.00

DEPARTMENT Maximum Percentage:

75 percent

Catalog of Federal Domestic Assistance Number: 66.460

As a subrecipient of federal funds, the RECIPIENT must comply with the following federal regulations:

OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations

OMB Circular A-133, Compliance Supplement

OMB Circular A-102, Uniform Administrative Requirements for States and Local Governments

OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments

These federal regulations can be found at: <http://www.whitehouse.gov/omb/circulars>

The effective date of this grant agreement shall be the date this agreement is signed by the DEPARTMENT's Water Quality Program Manager. Any work performed prior to the effective date of this agreement will be at the sole expense and risk of the RECIPIENT.

This agreement shall expire no later than May 31, 2012.

PART II. POST PROJECT ASSESSMENT

- A. The RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of eventual environmental results or goals from the project.

The DEPARTMENT's Performance Measures Lead will e-mail the RECIPIENT the Post Project Assessment Survey approximately sixty (60) days prior to the Post Project Assessment Date. This date will generally be three (3) to five (5) years after the agreement expires. An example of the Post Project Assessment Survey is included as Attachment 1. This form is to be completed by the RECIPIENT and sent as an e-mail attachment to the DEPARTMENT's Project Manager and the DEPARTMENT's Water Quality Program Performance Measures Lead.

The DEPARTMENT may conduct on-site interviews and inspections, and may otherwise evaluate the Project. The DEPARTMENT will enter the information provided into its performance measures database to be provided to the Washington State Legislature, United States Environmental Protection Agency, and other natural resource agencies. The Performance Measures Lead will be available as needed during negotiations, throughout the project, and in the post project assessment period as a resource.

Post Project Assessment Date: **May 31, 2017**

B. Water Quality Goal(s):

Designated beneficial uses in Hood Canal will be protected from pollutants, which will in turn prevent further degradation of the canal and its shellfish and other natural resources.

C. Water Quality Project Outcomes:

1. Conduct sanitary surveys of 900 Hood Canal parcels within 500 feet of shoreline.
2. Identify potential failing onsite septic systems (OSS) contributing fecal coliform bacteria at levels in excess of the water quality standard.
3. Reveal the functional status of each OSS in the project area.
4. Conduct dye testing on all suspect systems.
5. Repair all failing OSS within the project timeframe and within six months of the time of the survey.
6. Give opportunities to all qualified residents with failing OSS to apply for loans and grants to repair their systems.
7. Locate existing OSS within the project area, identify component parts, characterize performance, and enter pertinent descriptive information into a database that facilitates the oversight of the OSS management. Data will support the RECIPIENT's on-site sewage management plan, specifically to address shoreline risk areas requiring enhanced management measures.
8. Educate homeowners in project area and other interested persons on project and proper operation and maintenance of OSS.
9. Implement behavior changes for improved homeowner participation in operation and maintenance through post-educational event survey.

PART III. PROJECT DESCRIPTION

This is phase two of the Hood Canal Clean Water Project. This project will extend the work begun under the previously funded Septic Surveys Project G0600094. The project will address marine water quality degradation caused by failing on-site sewage systems along Hood Canal by eliminating fecal coliform bacteria/nitrogen entering Hood Canal from on-site sewage systems (OSSs). The RECIPIENT will conduct sanitary surveys of all homes within 500 feet of Hood Canal (approximately 900 homes). The project will also educate homeowners and implement best management practices for on-site sewage systems via operation and maintenance programs and public outreach.

PART IV. PROJECT BUDGET

| Hood Canal Clean Water Project | |
|--|---------------------------|
| ELEMENTS | TOTAL ELIGIBLE COST (TEC) |
| Task 1 - Project Administration/Management | \$30,469.00 |
| Task 2 - Shoreline Survey and Water Quality Analysis | \$217,652.00 |
| Task 3 - Pollution Identification and Correction | \$264,859.00 |
| Task 4 - Public Outreach and Education | \$66,549.00 |
| Total: | \$579,529.00* |
| * The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost. | |
| MATCHING REQUIREMENTS | |
| DEPARTMENT Share FY 08 (75% of TEC) | \$434,646.00 |
| RECIPIENT Share (25% of TEC) | \$144,883.00 |

Payment Request Submittals. RECIPIENT must submit payment requests at least quarterly, but no more often than monthly, unless allowed by the DEPARTMENT's Financial Manager. The DEPARTMENT's Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds. RECIPIENT is to report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match.

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

PART V. SCOPE OF WORK

The RECIPIENT shall ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work. The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for billing purposes. The RECIPIENT shall submit a copy of the final negotiated agreement(s) to the DEPARTMENT's Financial Manager.

The RECIPIENT further certifies by signing this agreement that if interlocal costs are allowed, all negotiated interlocal agreements necessary for the project are or will be consistent with the terms of this grant agreement, the DEPARTMENT's current edition of Administrative Requirements for Ecology Grants and Loans (see Attachment 2 for applicable document reference) and Chapter 39.34 RCW Interlocal Cooperation Act. The RECIPIENT shall submit a copy of each interlocal agreement necessary for this project to the DEPARTMENT's Financial Manager.

Property and services donated by organizations or individuals to accomplish grant requirements may be used if in-kind match is specified in the project budget. Donated property and services must comply with the DEPARTMENT's current edition of Administrative Requirements for Ecology Grants and Loans (see Attachment 2 for applicable document reference), the Funding Guidelines Volume One (see Attachment 2 for applicable document reference), and the Funding Guidelines Volume Two – Statutes and Regulations (see Attachment 2 for applicable document reference). Documentation will be required for all donated property and services.

Task 1 - Project Administration/Management

- A. The RECIPIENT shall administer the project. Responsibilities shall 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 interlocal agreement requirements; attainment of all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT shall manage the project. Efforts shall include conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees, the DEPARTMENT, all affected local, state, or federal jurisdictions, and/or any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT shall submit all invoice voucher submittals and supportive documentation, to the DEPARTMENT's Financial Manager. Invoice voucher submittals

shall include a State of Washington Invoice Voucher Form A19-1A, Form B2 (ECY 060-7), and Form C2 (ECY 060-9).

Form D (ECY 060-11), Form G (ECY 060-14), Form E (ECY 060-12), Form F (ECY 060-13), Form H (F-21), and Form I (ECY 060-15) must be completed where eligible costs have been incurred.

Copies of all applicable forms shall be included with an original A19-1A, and shall be submitted the DEPARTMENT. Blank forms are found in Administrative Requirements for Ecology Grants and Loans (see Attachment 2 for applicable document reference).

D. The RECIPIENT shall submit to the DEPARTMENT's Project Manager the following documents and in the quantities identified:

- Draft project completion reports -- one copy
- Final project completion reports -- six copies
- Electronic copy of final project completion report

The final project completion report shall contain deliverables (milestones) from each task, a summary page stating the items completed in each task, and a table of contents. The final completion report shall be due 45 days prior to the expiration date.

The RECIPIENT shall submit two copies of any document(s) which require DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

E. Required Performance:

1. Effective administration and management of this grant project.
2. Maintenance of all project records.
3. Submittal of all required performance items, progress reports, financial vouchers, and maintenance of all project records.
4. Prepare and submit reports on the progress of the OSS sanitary survey to the DEPARTMENT on a quarterly basis.
5. Submittal of draft project completion report to the DEPARTMENT no later than April 15, 2012.

Task 2 -Water Quality Monitoring

A. The RECIPIENT shall use the DEPARTMENT approved Quality Assurance Project Plan (QAPP) titled, Jefferson County Hood Canal Sanitary Survey Project, QAPP, dated February, 2006.

A copy of the QAPP shall be submitted to the DEPARTMENT for the DEPARTMENT's files and PRIOR to commencing environmental monitoring activities.

Water samples requiring bench testing shall be analyzed by an environmental laboratory accredited by the DEPARTMENT. A list of DEPARTMENT accredited laboratories and information on laboratory accreditation is provided on the Environmental Assessment Program website, currently available at:

http://www.ecy.wa.gov/programs/eap/labs/labs_main.html

All monitoring data collected or acquired under this agreement shall be managed in order to be available to secondary users and meet a ten-- (10) year rule. The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken, ten years after the data are collected. To assist in this effort, the DEPARTMENT has created a database and data format for environmental data.

The RECIPIENT shall submit all monitoring data to the DEPARTMENT consistent with the DEPARTMENT's Environmental Information Management System (EIM) format. Data shall be submitted by following instructions on the EIM website, currently available at:

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

The data submittal portion of the EIM website provides information and help on formats and requirements for submitting tabular data. Specific questions about data submittal can be directed to the EIM Data Coordinator, currently available at:

eim_data_coordinator@ecy.wa.gov

If the RECIPIENT chooses to use Geographic Information System (GIS) data, the DEPARTMENT encourages that its data standards be followed. The DEPARTMENT's Guidelines for Creating and Accessing GIS Data under Ecology Grant and Loan Programs are currently available at:

<http://www.ecy.wa.gov/services/gis/data/standards.htm>

B. Required Performance:

1. Submit a copy of previously approved QAPP to the DEPARTMENT for agreement file.

2. Submit all monitoring data to the DEPARTMENT consistent with the DEPARTMENT's EIM format.

Task 3 – Sanitary Surveys/Pollution Identification and Correction

- A. The RECIPIENT shall conduct sanitary surveys of all OSSs within 500 feet of Hood Canal. The purpose of the sanitary surveys will be to identify and correct failing OSSs contributing to the polluting of Hood Canal, as well as preventing nitrogen from impacting the low dissolved oxygen levels during the summer months. Approximately 900 OSSs will be inspected during the project period.
- B. The RECIPIENT shall conduct sanitary surveys according to the Pollution Identification and Correction protocol they have adopted, and approved by the DEPARTMENT for similar projects throughout Jefferson County. RECIPIENT staff will conduct a thorough sanitary survey of each OSS in the project area, and determine its functional status. If the OSS is found to be failing, repairs will be required by the OSS owner within a six-month timeframe. Sanitary surveys will continue on to those areas of Hood Canal not previously surveyed and expand to the area within 500 feet of the shoreline.
- C. The RECIPIENT shall follow up on inadequate or suspect OSS with dye tracing to determine if the OSS is failing.
- D. The RECIPIENT shall assist the homeowner to ensure correction of the failing system to comply with Chapter 246-272 WAC and Chapter 246-272 A WAC, and local codes.
- E. Required Performance:
 1. Conduct sanitary surveys on approximately 900 OSSs in the project area by January 31, 2012.
 2. Maintain records of surveys, dye testing, and correction activities.

Task 4 – Public Outreach and Education

- A. The RECIPIENT shall hold two informational meetings to introduce the project to all residents in the proposed project area. The RECIPIENT will conduct these meetings in the northern and southern parts of the project area to assure proper public notification about the project.
- B. The RECIPIENT shall develop and distribute a newsletter to be distributed semi-annually to the residents in the project area. The newsletter will discuss project results, best management practices (BMPs), water conservation tips and other key issues specific to the project area.

- C. The RECIPIENT shall hold four educational workshops throughout the project area to discuss proper operation and maintenance of OSSs with homeowners and other interested parties. Brochures and handouts will be provided to homeowners that describe the BMPs for their OSS type. To help increase attendance at the workshops, homeowners will be notified well in advance with initial door hangers, ongoing print media, and postings on the website.
- D. The RECIPIENT shall hold two mid-project and two end-of-project meetings to discuss results of the project with the residents in the project area. These meetings will also be helpful in discussing long-term funding options to maintain the amazing work that will be accomplished through this project. Residents throughout the project area will be given notice of the meetings via initial door hangers, ongoing print media, and through the project partners' websites.
- E. The RECIPIENT shall provide the DEPARTMENT with two copies of any tangible educational products developed under this grant, such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements or gadgets, such as a refrigerator magnet with a message. The RECIPIENT shall also supply the DEPARTMENT with the names and contact information of local project leads, and a computer file copy of an education product either on floppy disks or CD-ROM. If this is impractical, as in the case of a sign, display, website, workshop, or educational program, the RECIPIENT shall provide a complete description including photographs or printouts. This includes technical assistance tools if they are disseminated to a group.
- F. The RECIPIENT will conduct a post-educational event survey to document behavior changes for improved homeowner participation in operation and maintenance of their onsite septic system.
- G. Required Performance:
1. Hold two informational meetings to introduce the project to all residents in the northern and southern parts of the project area.
 2. Develop and distribute a newsletter semi-annually to the residents in the project area.
 3. Hold four educational workshops throughout the project area to discuss proper operation and maintenance of OSSs with homeowners and other interested parties.
 4. Advertise the informational meetings on the Jefferson County Public Health website and in the local newspapers four weeks prior to project kick-off date.
 5. Develop a door hanger that will be distributed to all homeowners in the areas listing public meetings and workshops.
 6. Develop educational and presentation tools for the workshops and informational meetings as needed.

7. Hold two mid-project and two end-of-project meetings to discuss results of the project with the residents in the project area.
8. Conduct a post-educational event survey.
9. Provide the DEPARTMENT with two copies of any tangible educational products developed under this grant.

PART VI. SPECIAL TERMS AND CONDITIONS

- A. **Cash Match Requirement.** The RECIPIENT share for this project must be entirely in the form of expenditures or interlocal contributions. In-kind contributions cannot be used to satisfy RECIPIENT grant matching requirements.
- B. **Certification Regarding Suspension, Debarment, and other Responsibility Matters.** Federal Executive Order 12549 provides that Executive departments and agencies shall participate in a government-wide system for monitoring suspended, debarred and excluded parties. These departments and agencies have further passed this requirement onto their recipients and have provided pertinent regulations in the Code of Federal Regulations. The RECIPIENT, by signing this agreement, certifies that it is not suspended, debarred or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot. The web site for checking suspended, debarred or excluded parties is www.epls.gov.
- C. **Commencement of Work.** In accordance with WAC 173-95A-080, the Department reserves the right to terminate this agreement if the RECIPIENT does not commence work on the project funded herein within sixteen (16) months of the date of the FY08 Final Offer and Applicant List (dated July 1, 2007). Based on this list date, work must begin by November 1, 2008.
- D. **DEPARTMENT Funding Recognition.** The RECIPIENT shall acknowledge and inform the public about DEPARTMENT funding participation in this project through the use of project signs and/or acknowledgement in published materials and reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from the DEPARTMENT upon request.
- E. **Equipment Purchase.** The following equipment shall be eligible for purchase through this project: 15 foot aluminum boat, outboard motor and trailer and safety equipment for boat (the costs for these items are split between this project and the Discovery Bay Clean Water project). Dye-tracing supplies, disposable gloves and field equipment, such as rain-gear and rubber boots. The total cost of all equipment purchased under this project

shall not exceed \$16,500.00. The type of equipment the RECIPIENT may purchase is limited to items listed above. Changes to equipment type must also have prior approval from the DEPARTMENT's Project Manager.

At project completion all purchased equipment or acquired property shall be retained by the RECIPIENT for continuing the water quality objectives for which the equipment was purchased.

- F. Funding Recognition. The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement:

"Funding for this project has been provided in part through EPA Grant No. C9-000449-04 to the Department of Ecology from the United States Environmental Protection Agency. The Department of Ecology allocates and administers funding for this project. The contents of this document do not necessarily reflect the views and policies of either the United States Environmental Protection Agency or the Department of Ecology, nor does the mention of trade names or commercial products constitute endorsement or recommendation for their use."

- G. Hotel and Motel Fire Safety Act. The RECIPIENT agrees to ensure that all conference, meeting, convention, or training space funded in whole or part with federal funds, complies with the federal Hotel and Motel Fire Safety Act of 1990.
- H. Indirect Rate. To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on RECIPIENT employee's direct salary and benefit costs incurred while conducting project related work provided that prior to signature of this agreement, the DEPARTMENT's Financial Manager may require a list of items included in the indirect rate during negotiations or thereafter. Items that are generally included in an indirect rate are identified in Administrative Requirements for Ecology Grants and Loans, (see Attachment 2 for applicable document reference).
- I. Interlocal Costs. Interlocal match must be in accordance with the terms of this agreement, including the indirect rate allowances, and Administrative Requirements for Ecology Grants and Loans (see Attachment 2 for applicable document reference). Interlocal agreements must be in place prior to interlocal costs being incurred to the project.
- J. Load Reduction Report. The RECIPIENT shall report annually, by January 15 of each year, to the DEPARTMENT, in addition to progress report, information used in calculating load reductions for each Best Management Practices (BMPs) implemented within the stream reach. The reporting shall begin one -year after signature of the grant agreement. Data to be reported must include land use of affected parcel, animal counts,

animal type, identified septic system failures, annual average precipitation, soil characteristic, and type of BMPs implemented.

- K. Meetings/Light Refreshments. The RECIPIENT may spend up to \$20 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed \$100.
- L. Minority and Women's Business Participation. The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

| | | |
|---------------------------|---------|--------|
| Construction/Public Works | 10% MBE | 6% WBE |
| Architecture/Engineering | 10% MBE | 6% WBE |
| Purchased Goods | 8% MBE | 4% WBE |
| Purchased Services | 10% MBE | 4% WBE |
| Professional Services | 10% MBE | 4% WBE |

Meeting these goals is voluntary and no contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. 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.

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be followed. Any contractor engaged by the RECIPIENT under this agreement shall be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

1. Name and state of the OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

M. Progress Reports. The RECIPIENT shall prepare and submit progress reports to the DEPARTMENT's Financial Manager. Progress reports shall be submitted regardless of whether work is performed or not. Progress 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. The DEPARTMENT will not process payment requests until the corresponding progress reports have been received.

At a minimum, progress reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for the delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.

N. Section 319 Matching Funds. Under Section 319 of the Clean Water Act, U.S. Environmental Protection Agency (EPA) awards a grant agreement to the DEPARTMENT. The DEPARTMENT intends to use non-federal sources to meet its matching obligations to EPA for the federal Section 319 funds offered through this agreement. The RECIPIENT's ability to use federal funds as local match is subject to the DEPARTMENT's ability to identify non-federal funds as match for its obligations to the U.S. EPA under the Section 319 Program. Because the DEPARTMENT has met the federal matching requirement, the RECIPIENT will be allowed to use funds from other federal sources as part of its local matching requirements.

O. Small Business in Rural Areas (SBRAs). If a contract is awarded by the RECIPIENT under this Agreement, the RECIPIENT is also required to utilize the following affirmative steps:

1. Place SBRAs on solicitation lists.
2. Make sure the SBRAs are solicited whenever there are potential sources.
3. Divide total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by SBRAs.
4. Establish delivery schedules, where requirements of work will permit, which could encourage participation by SBRAs.

5. Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
6. Require the contractor to comply with the affirmative steps outlined above.

The negotiated "Fair Share Percentage" for the SBRAs is 0.5 percent.

There is no formal reporting requirement for SBRAs at this time; it is recommended that the RECIPIENT keep records of SBRA participation.


PART VII. ALL WRITINGS CONTAINED HEREIN

This agreement, the appended GENERAL TERMS AND CONDITIONS, the DEPARTMENT's current edition of Administrative Requirements for Ecology Grants and Loans (see Attachment 2 for applicable document reference), the Funding Guidelines Volume One (see Attachment 2 for applicable document reference), and the Funding Guidelines Volume Two – Statutes and Regulations (see Attachment 2 for applicable document reference) contain the entire understanding between the parties, and there are no other understandings or representations other than as set forth or incorporated by reference, herein. No subsequent modification(s) or amendment(s) of this agreement shall be of any force or effect unless signed by authorized representatives of the RECIPIENT and DEPARTMENT and made a part of this agreement, EXCEPT that in response to a request from the RECIPIENT, the DEPARTMENT may redistribute the grant budget. The DEPARTMENT or RECIPIENT may change their respective staff contacts without the concurrence of either party.

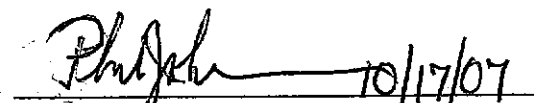
IN WITNESS WHEREOF, the parties hereby execute this Grant:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

JEFFERSON COUNTY PUBLIC HEALTH



DAVID C. PEELER DATE
WATER QUALITY PROGRAM MANAGER




Phil Johnson, Chair DATE
Board of County Commissioner's

APPROVED AS TO FORM ONLY
ASSISTANT ATTORNEY GENERAL

(Revised 7/2/07)

Approved as to form only:



Jefferson Co. Prosecutor's Office

ATTACHMENT 1

WATER QUALITY PROGRAM - FINANCIAL MANAGEMENT
POST PROJECT ASSESSMENT SURVEY

Note: To activate check boxes double click on them

1. Agreement Number:

2. Recipient Name:

3. Project Name:

4. Years Since Project Completion:

Three

Four

Five

Other (please specify):

5. Contact Information:

Contact Name:

Contact Phone Number:

Contact E-mail Address:

6. Level of Involvement by Present Contact on Project:

7. Type of Project (check both if applicable): Activity Facility

8. Financing:

Total Project Cost:

Total Eligible Project Cost:

Ecology Loan Amount:

If Applicable, Ecology Grant Amount:

9. Water Quality and/or Compliance Problem:

10. Describe the *Most Critical* Specific "Project Result(s)" or "Outcome(s)" actually achieved by the Project:

11. Provide documentation (including digital color pictures) that evidence the continued maintenance and effectiveness of the Project at the time of this survey:

12. Check the Eventual Environmental Result(s) or Goal(s) substantively addressed or achieved by the Project:

- Designated beneficial uses restored or protected, and/or
- Regulatory compliance achieved, and/or
- Severe Public Health Hazard or Public Health Emergency eliminated.

13. Describe the status of the Eventual Environmental Result(s) or Goal(s) at the time of this assessment:

14. Describe subsequent work and ongoing efforts needed to achieve the Eventual Environmental Result(s) or Goal(s) by you and others in the area:

ATTACHMENT 2

WATER QUALITY PROGRAM'S FINANCIAL MANAGEMENT PUBLICATIONS

1. Administrative Requirements for Ecology Grants and Loans, Publication No. 91-18 (September 2005).
1. FY 2008 Funding Guidelines Volume One, Publication No. 06-10-062.
2. FY 2008 Funding Guidelines Volume Two – Statutes and Regulations No. 06-10-063.
3. Guidelines for Preparing Quality Assurance Project Plan for Environmental Studies, Publication No. 04-03-030 (July 2004).
4. Stream Habitat Restoration Guidelines(draft), <http://www.wa.gov/wdfw/hab/ahg/shrgdoc.htm>