

To be posted on County website

INTERAGENCY AGREEMENT

CITIZEN INVOLVEMENT IN THE PROTECTION AND MAINTENANCE OF STORMWATER FACILITIES GRANT DEVELOPMENT AND ADMINISTRATIVE SERVICES

Between

CLARK COUNTY, BY AND THROUGH CLARK COUNTY DEPARTMENT OF
ENVIRONMENTAL SERVICES
P.O. BOX 9810, VANCOUVER, WA. 98666-9810

And

THE CITIES OF BATTLE GROUND, CAMAS, LA CENTER, RIDGEFIELD,
VANCOUVER, AND WASHOUGAL

1. Purpose:

Clark County by and through its Clean Water Program (hereinafter referred to as Clark County) has received a grant from the Department of Ecology (hereinafter referred to as Ecology) for *Citizen Involvement in the Protection and Maintenance of Stormwater Facilities* (hereinafter referred to as Grant). Clark County is cooperating with the cities of Battle Ground, Camas, La Center, Ridgefield, Vancouver, and Washougal (hereinafter individually referred to as a "Cooperating Agency" and collectively referred to as the "Cooperating Agencies") to implement and deliver Grant activities. Cooperating Agencies and the County are collectively referred to as the "Parties". The Grant will educate a broad audience, including homeowner's associations, realtors, developers, property managers, new homeowners, and general neighborhood residents about private stormwater maintenance responsibilities and related activities as well as raise awareness about the stormwater system in general and personal actions to protect clean water.

Each partner will provide a staff member to participate on the Grant coordinating committee and additional staffing support and expertise as necessary to complete joint Grant deliverables as well as Grant activities within their jurisdiction. It is recognized by the Cooperating Agencies that, while no funding match is required by this grant, completion of deliverables will entail "in-kind" contributions of staff time, materials, and/or services beyond what is reimbursed by the Grant. Washington Department of Ecology grant funds received by Clark County will be administered under the terms of an agreement with Ecology.

This Agreement between Clark County and the Cooperating Agencies is made for the purpose of specifying the Parties' responsibilities and reporting to Ecology costs incurred by Cooperating Agencies for performing services associated with the Grant coordinating committee and completion of Grant deliverables. These costs will be reimbursed from Grant funds either directly by Ecology or indirectly by Clark County, as determined by Clark County's agreement with Ecology.

2. Term and Maximum Amount:

- 2.1. Initial Term: The initial term for the Agreement shall be from December 1, 2009 to June 30, 2011.
- 2.2. Renewal: Subject to the termination provisions below and the availability of Grant funds from Ecology, this Agreement may automatically be renewed for periods corresponding to Grant extensions authorized by Ecology, if any.
- 2.3. Maximum Amount: Total Grant expenditures by all Cooperating Agencies may not exceed \$237,967. Distribution of these funds is outlined in the Grant funding agreement between Ecology and Clark County (Attachment A)
 - 2.3.1. Reimbursement for partner staff time is as follows:

Partner	Amount
Clark County	\$32,511*
Vancouver	\$12,500
Camas	\$21,280
Battle Ground	\$10,749
Washougal	\$14,124
La Center	\$3,158
Ridgefield	\$3,161

* includes \$20,000 for in-house graphic design

Other staff positions and hours may be substituted for reimbursement, however, may not exceed the maximum amount per partner listed above without agreement by the County and Ecology.

Graphic design work may be done using a consultant, county staff, or both. Total reimbursement amounts for County staff time devoted to graphic design will remain within the budgeted amounts identified for comparable consultant work in the Grant Funding Agreement, Attachment A.

- 2.3.2. Cooperating Agencies will be reimbursed for approved Grant activities, materials, and services listed in the grant Funding Agreement between Ecology and Clark County (Attachment A). The Parties agree to comply with the terms and conditions of the Funding Agreement which are incorporated herein by this reference. In addition to staff time, expenditures include postage and mileage or other materials and services as agreed by the County, such as advertising. Unless otherwise mutually agreed, the County will pay vendors and service providers directly.

3. Authorizing Entity: The parties agree that Clark County will administer this Agreement in accordance with the terms of the Agreement and Clark County's adopted policies and procedures.

4. Cooperating Agencies agree to:

- 4.1. Provide staff support to the Grant Coordinating Committee and Grant program development. Reimbursement for staff time is limited to the amounts provided in Section

2.3.1, above. Each agency will contribute additional staff support necessary to meet grant deliverables in their own jurisdictions and to collaborate in joint activities as listed in Section 4.2 through 4.8, below. The Cooperating Agencies agree to support grant tasks as outlined in the following table;

Task	Clark County	Vancouver	Camas	Battle Ground	Washougal	La Center	Ridgefield
1	X						
2	X	X	X	X	X	X	X
3	X	X	X	X	X	X	X
4	X	X	X	X	X	X	X
5	X	X	X	X	X	X	X

- 4.2. Participate on the Coordinating Committee and attend regularly scheduled meetings;
 - 4.3. Assist and participate in the development of Grant strategies and deliverables;
 - 4.4. Provide technical assistance and review, as necessary, for development and delivery of Grant activities;
 - 4.5. Assist with program stakeholder development and work with program stakeholders;
 - 4.6. Review and approve consultant work products including quarterly program data reports;
 - 4.7. Promote and staff Grant activities held within their individual jurisdictions;
 - 4.8. Submit invoices for reimbursement of expenses to Clark County on a quarterly basis to meet Ecology reporting timelines. Partner invoices will include, as backup documentation, a report listing the total hours and expenses by Grant task for associated Grant activities.
5. Clark County agrees to:
 - 5.1. Provide staff and collaborate in joint activities as listed in Sections 4.1 through 4.7, above.
 - 5.2. Serve as the Grant Contract Administrator:
 - 5.2.1. Prepare and submit a progress report to Ecology, following receipt of the report for each quarter; Reports are due to Ecology no later than 15 days following the end of the quarter.
 - 5.2.2. Process invoices from vendors and other service providers as appropriate;
 - 5.2.3. Reimburse Cooperating Agencies for submitted expenses, as allowed under the Grant agreement with Ecology;
 - 5.2.4. Submit the eligible costs for reimbursement as defined by Ecology guidelines.
 6. Frequency of reports: Cooperating Agencies will submit a quarterly report no later than 7 days after of the end of each quarter, for work performed during that quarter. Reports may be in an electronic format.
 7. Assignment: Neither this Agreement nor any interest therein may be assigned by either party without the prior written consent of the other party.

8. Mutual Termination: This Agreement may be terminated by mutual agreement by the parties. This Agreement will be automatically terminated if Grant funds from Ecology are no longer available.
9. Termination for Breach: If either party fails to comply with the terms and conditions of this Agreement, the other party, upon 30 days prior written notice to the breaching party, may terminate this Agreement with no continuing financial liability to the non-breaching party.
10. Severability: If any term of condition of this Agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, conditions, or applications of the Agreement which can be given effect with the invalid term, condition, or application and, to this end, the terms and conditions of this Agreement are declared severable.
11. Governing Law and Venue: This Agreement shall be governed by the laws of the State of Washington and any action or litigation undertaken to enforce the terms of this Agreement shall be conducted in Clark County, Washington.
12. Whole Agreement: The parties agree that this Agreement, together with all appendices, if any, constitute the entire Agreement between parties and supersedes all prior or existing written or oral agreements between the parties and may not be amended other than in writing signed by the parties.
13. Captions: Paragraph headings have been included for convenience of the parties and shall not be considered a part of this Agreement for any purpose relating to construction or interpretation of the terms of this Agreement.
14. Opportunity Without Discrimination: Cooperating Agencies and Clark County agree to comply with all applicable state and federal rules and regulations, which prohibit discrimination of the basis of race, color, creed, religion, national origin, age, sex, marital status, or the presence of a sensory, mental or physical disability.
15. Interlocal Cooperation Act Compliance. Pursuant to RCW 39.34 RCW, the purpose of this Interlocal Agreement is as set forth in Section 1 (Purpose). Its duration is as specified in Section 2 (Term and Maximum Amount). Its method of termination is set forth in Sections 8 (Mutual Termination) and 9 (Termination for Breach). Its manner of financing and of establishing and maintaining a budget therefore is described in Section 2 (Term and Maximum Amount). No property shall be acquired pursuant to this Agreement which will need to be disposed of upon partial or complete termination of this Agreement.
16. Agreement Execution and Posting. The Parties agree that there shall be seven (7) duplicate originals of this Agreement procured and distributed for signature by the necessary officials of the Parties. Upon execution, one executed original of this Agreement shall be retained by each of the Parties. The Vancouver City Clerk shall cause a copy of this Agreement to be posted on the City website pursuant to Chapter 32, Laws of Washington 2006 (RCW 39.34.040). Upon execution

of the originals and posting of a copy on the City of Vancouver website, each such duplicate original shall constitute an agreement binding upon all Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year indicated below.

Approved as to Form Only
ARTHUR D. CURTIS
Prosecuting Attorney

CLARK COUNTY

SIGNATURE ON FILE

BY: _____
Kevin Gray, Director
Department of Environmental Services

SIGNATURE ON FILE

By: _____
Bronson Potter
Chief Civil Deputy Prosecuting Attorney

Date: 3-3-10

SIGNATURE PAGE

CITY OF BATTLE GROUND

Date: _____

BY _____
Dennis Osborn, City Manager

INSERT APPROVAL AS TO FORM FOR
CITY ATOTRNEY BRIAN WOLFE. CONFIRM WITH BG WHO WILL SIGN IN T HEIR
BEHALF.

SIGNATURE PAGE

CITY OF CAMAS

Date: _____

BY _____
Paul Dennis, Mayor

INSERT APPROVAL AS TO FORM FOR CITY ATTORNEY



City of Vancouver • P.O. Box 1995 • Vancouver, WA 98668-1995
www.cityofvancouver.us

MEMORANDUM

TO: File

FR: Raelyn McJilton

DT: June 10, 2010

RE: Interagency Agreement

Citizen Involvement in the Protection and Maintenance of Stormwater Facilities Grant
Development and Administrative Services Between Clark County, By and Through Clark
County Department of Environmental Services and the Cities of Battle Ground, Camas,
La Center, Ridgefield, Vancouver, and Washougal

Pages 7, 8, and 9 were not a part of this agreement as it was presented to Council.

SIGNATURE PAGE

CITY OF VANCOUVER

SIGNATURE ON FILE

BY Pat McDonnell
Pat McDonnell
City Manager

Date: 5-18-10

Approved as to Form Only

SIGNATURE ON FILE

By Ted H. Gathe
Ted H. Gathe
City Attorney

Attested to:

SIGNATURE ON FILE

By: R. Lloyd Tyler
R. Lloyd Tyler
City Clerk

Carrie Lewellen
Deputy City Clerk

Attachment A

MUNICIPAL STORMWATER GRANTS OF REGIONAL OR STATEWIDE SIGNIFICANCE

FUNDING AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND

CLARK COUNTY

GRANT NUMBER
G1000510

PROJECT TITLE

CITIZEN INVOLVEMENT IN THE PROTECTION
AND MAINTENANCE OF STORMWATER FACILITIES

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MUNICIPAL STORMWATER GRANTS OF REGIONAL OR STATEWIDE SIGNIFICANCE

**FUNDING AGREEMENT BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CLARK COUNTY**

THIS is a binding agreement between the state of Washington Department of Ecology (DEPARTMENT) and Clark County (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT, who will carry out the requirements described in this agreement.

PART I. GENERAL INFORMATION

PROJECT Title: **Citizen Involvement in the Protection and Maintenance of Stormwater Facilities**

Grant Number: **G1000510**

State Fiscal Year: **FY 2010**

RECIPIENT Information

RECIPIENT Name: **Clark County**

Mailing Address: **Clean Water Program
P.O. Box 9810
Vancouver, WA 98666-9810**

FEDERAL TAXPAYER ID NUMBER: **91-600129**

PROJECT Contact: **Cindy Stienbarger**
PROJECT Manager: **Cindy Stienbarger**

Mailing Address: **P.O. Box 9810
Vancouver, WA 98666-9810**

Email Address: **cindy.stienbarger@clark.wa.gov**
Phone Number: **(360)397-6118 ext. 4584**
Fax Number: **(360)397-6051**

Ecology Project Contact Information

PROJECT Manager: **Greg Winters**
 Email Address: **gwin461@ecy.wa.gov**
 Phone Number: **(360)690-7120**
 Fax Number: **(360)690-7166**
 Address:

Address

<input type="checkbox"/> Southwest WA State Department of Ecology Southwest Regional Office P.O. Box 47775 Olympia, WA 98504-7775 Fax (360) 407-6305	<input type="checkbox"/> Eastern WA State Department of Ecology Eastern Regional Office N. 4601 Monroe Spokane, WA 99205-1295 Fax (509) 329-3570
<input type="checkbox"/> Bellingham WA State Department of Ecology Bellingham Field Office 1440 10th Street, Suite 102 Bellingham, WA 98225 Fax (360) 715-5225	<input type="checkbox"/> Headquarters WA State Department of Ecology P.O. Box 47600 Olympia, WA 98504-7600 Fax (360) 407-6426
<input checked="" type="checkbox"/> Vancouver WA State Department of Ecology Vancouver Field Office 2108 Grand Blvd. Vancouver, WA 98661-4622 Fax (360)690-7166	

Financial Manager: **Tracy Farrell**
 Email Address: **tracy.farrell@ecy.wa.gov**
 Phone Number: **(360) 407-7039**
 Fax Number: **(360) 407-7151**
 Address: **WA State Department of Ecology**
Water Quality Program, FMS
P.O. Box 47600
Olympia, WA 98504-7600

Total Cost: **\$237,967**
 Total Eligible Cost: **\$237,967**
 DEPARTMENT Share: **\$237,967**
 RECIPIENT Share: **\$0**
 DEPARTMENT Maximum Percentage: **100 %**

The effective date of this AGREEMENT is December 1, 2009.

Is Prior Authorization granted by the Water Quality Program Manager? Yes No

If yes, Effective Date: **December 1, 2009**

With written Prior Authorization from the DEPARTMENT, the RECIPIENT may begin incurring eligible project costs on or after the prior authorization effective date and until the grant agreement is signed. Costs incurred during the prior authorization period are at the sole risk of the applicant. Funds cannot be released until a grant agreement is signed by the Water Quality Program Manager.

This agreement expires **June 30, 2011**.

PART II. PROJECT SUMMARY

Clark County will use this grant money to educate the public about their responsibilities in maintaining and protecting privately owned stormwater facilities and the role these facilities play in managing stormwater and improving water quality. The RECIPIENT will seek to identify and remove barriers to individual action and encourage stewardship through educational materials, resources, and workshops that measurably increase awareness and help to change behaviors.

Stormwater managers in Clark County recognize a need to provide education and guidance to the public on how to protect and preserve stormwater facilities and how to properly maintain privately owned stormwater best management practices (BMPs). The target audiences for this effort include homeowners' associations, property managers, business owners, landscape maintenance professionals, developers, realtors, new homeowners, and neighborhood residents. Outreach will be delivered via workshops, web pages, a "how-to" video and a user-friendly guidebook, as well as traditional outreach materials, such as brochures, door hangers, and newsletters.

PART III. PROJECT BUDGET

Elements (Objects & Tasks)	Total PROJECT Cost	Total Eligible PROJECT Cost*	GRANT Amount
Task 1 - Administration/Management	\$17,625	\$17,625	\$17,625
Task 2 - Project Planning	\$22,548	\$22,548	\$22,548
Task 3 - Workshops and Other Outreach	\$80,346	\$80,346	\$80,346
Task 4 - Publications, Web, Other Materials	\$70,899	\$70,899	\$70,899
Task 5 - Evaluation	\$46,549	\$46,549	\$46,549
Total	\$237,967	\$237,967	\$237,967

*The DEPARTMENT's Fiscal Office will track to the Total Eligible PROJECT Cost amount. The RECIPIENT cannot deviate amongst elements without DEPARTMENT approval.

PART IV. PROJECT GOALS AND OUTCOMES

A. Project Goals: One or more of the selected following goals apply to this project.

- Assists a number of permittees in a region or statewide to implement permit requirements.
- Develops a product that is transferable regionally or statewide.
- Purchases equipment and/or personal services contracts that support activities for multiple permittees.
- Advances regional and statewide access to stormwater management technology or resources.

B. Project Outcomes: The following are results anticipated from the project.

1. Raise awareness of target audiences about stormwater, stormwater facilities, maintenance responsibilities and general source control BMP's.
2. Use materials developed under this project as ongoing outreach to responsible parties during future private stormwater inspections required by NPDES permits.

PART V. SCOPE OF WORK

Task 1 - Project Administration/Management: (Total Task Cost: \$17,625)

- A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT must ensure 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.

Required Performance:

1. Effective administration and management of this grant project.
2. Timely submittal of all required performance items, progress reports, and financial vouchers.
3. Submit a final report to the project and financial managers.

Task 2 - Project Planning: (Total Task Cost: \$22,548)

- A. The RECIPIENT will identify and hire consultant(s) as appropriate to assist with: social marketing; workshop design, which will include interchangeable modules specifically targeted at business, homeowner, and real estate audiences; and development of collateral materials (surveys, publications, web, video, etc.).
- B. The RECIPIENT will identify target audiences – homeowners’ associations, property owners and managers, realtors, developers, new homeowners, neighborhood residents, business owners.
- C. The RECIPIENT will design a communications plan to promote facility maintenance and positive ways target audiences can reduce their impact on stormwater facilities through individual actions based on, and in compliance with, requirements of individual participating partners. The plan may promote measures such as installation of rain gardens, pervious pavement, and source control BMPs.

Required Performance:

- 1. Identify and hire consultant for workshops, surveys, collateral materials. February 2010.
- 2. Schedule regular planning meetings with partners.
- 3. Identify target audiences and stakeholders. March – April 2010.
- 4. Develop communications plan to promote project. March – April 2010.
- 5. Develop PowerPoint presentations. March – April 2010.

Task 3- Workshops and other outreach: (Total Task Cost: \$80,346)

- A. The RECIPIENT will develop a workshop format and template that applies to all target audiences and includes interchangeable modules that can be added for target audiences as appropriate. (e.g. businesses, residents within homeowners associations, real estate agents, landscape maintenance professionals, etc.). This will be done using the Consultant.
- B. The RECIPIENT will advertise, promote, and conduct ten workshops for private facility owners, geographically distributed by jurisdiction (100 participants):
 - ◆ Unincorporated Clark County – 3 workshops
 - ◆ City of Vancouver – 1 workshops
 - ◆ City of Battle Ground – 1 workshops
 - ◆ City of Camas – 2 workshops
 - ◆ City of Washougal – 1 workshops
 - ◆ City of La Center – 1 workshop
 - ◆ City of Ridgefield – 1 workshop
- C. The RECIPIENT will hold at least two (2) BMP overview workshops for realtors to provide them with knowledge about basic stormwater facility BMPs and legal responsibilities, including materials they can use to inform new home buyers about the neighborhood stormwater system. (20 participants)

- D. The RECIPIENT will hold at least three (3) workshops/demos for homeowners on pertinent source control topics, such as permeable pavers and surfaces, rain gardens, sustainable stormwater practices, pet waste, etc. These will be delivered as either stand-alone workshops or at existing community events. (60 participants)
- E. The RECIPIENT will deliver printed outreach materials by direct mailings and/or door hangers to targeted neighborhoods. (up to 15,000 printed)
- F. The RECIPIENT will provide printed educational materials to responsible parties as part of required program for inspection of private facilities and source control site visits.

Required Performance:

- 1. Develop workshop template and modules. March – August 2010.
- 2. Schedule dates and locations of workshops.
- 3. Advertise workshops in local newspapers. September 2010 – April 2011.
- 4. Print and distribute citizen guidebooks at workshops. September 2010 – April 2011.
- 5. Distribute promotional materials to target neighborhoods. September 2010 – May 2011.
- 6. Identify and budget for light refreshments at workshops.

Task 4 - Publications, Web, and other outreach materials: (Total Task Cost: \$70,899)

- A. The RECIPIENT will refine publication needs, research, and produce five targeted products for specific audiences with the help of the consultant. Potential products may include a user-friendly printed publication briefly outlining general responsibilities, a more in-depth reference maintenance guidebook, a packet for new home buyers or realtors, general brochures, flyers, fact sheets, comic or color books, and door hanger notices.
- B. The RECIPIENT will develop template for educational stormwater facility signage. Signs will be posted at stormwater facilities in key locations for outreach effectiveness. (up to 300 signs produced)
- C. The RECIPIENT will identify and develop web content needs, potentially with an interactive component and/or resources for common use on partner websites.
- D. The RECIPIENT will work with Clark-Vancouver Television (CVTV) and consultant (as needed) to develop a stormwater maintenance “how-to” video for use on the Web, at workshops, and at events.

Required Performance:

- 1. Design and print collateral materials. March – August 2010.
- 2. Design and print signs; identify locations and install. January – April 2011.
- 3. Create and publish web content on partner sites. March – August 2010.
- 4. Identify and procure necessary office supplies.
- 6. Develop and produce video for public workshops. April – October 2010.
- 7. Draft maintenance guide book. March – August 2010.

Task 5- Evaluation: (Total Task Cost: \$46,549)

- A. The RECIPIENT will identify levels of public knowledge about stormwater and the stormwater system, barriers, and incentives to maintaining and protecting stormwater facilities by responsible parties. Identify effectiveness of educational workshops through audience and activity appropriate knowledge assessment(s) in keeping with the DEPARTMENT's guidelines for outreach evaluation.
- B. The RECIPIENT will track quantifiable data such as number of workshops, number of workshop participants or contacts at events, number of mailings, number of signs and other materials handed out to responsible parties.
- Workshops: 15 total
 - Workshop participants: at least 150
 - Publications: up to 15,000 printed (distribution may go beyond June 2011)
 - Signs: up to 300 produced

Required Performance:

1. Fund at least one research activity to assess knowledge levels. September 2010 – April 2011.
2. Assess participant knowledge and effectiveness of workshop outreach, pre and post program delivery. Ongoing through June 2011.
3. Assess post-event implementation of BMPs by workshop participants (may extend beyond the timeline of the grant) Ongoing through June 2011.
4. Create spreadsheet or other mechanism to track project outputs.

PART V(a). SPECIAL TERMS AND CONDITIONS

- A. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project within four months of the signatory date, the DEPARTMENT reserves the right to terminate this agreement.

PART VI. ALL WRITINGS CONTAINED HEREIN

The following 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:

- This AGREEMENT
- Attachment I: General Project Management Requirements for the Municipal Stormwater Grants of Regional and Statewide Significance
- Attachment II: General Terms and Conditions
- The effective edition, at the signing of this agreement, of the DEPARTMENT's "Administrative Requirements for Ecology Grants and Loans"
- The associated funding guidelines that correspond to the Fiscal Year in which the project is funded
- The applicable statutes and regulations

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

The RECIPIENT acknowledges that they have had the opportunity to thoroughly review the terms of this agreement, the attachments, all incorporated or referenced documents, as well as all applicable statutes, rules, and guidelines mentioned in this agreement.

IN WITNESS WHEREOF, the parties hereby execute this agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CLARK COUNTY

SIGNATURE ON FILE

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

KEVIN L. GRAY, PE 3-3-16 DATE
DIRECTOR OF ENVIRONMENTAL
SERVICES

APPROVED AS TO FORM ONLY
ARTHUR D. CURTIS
PROSECUTING ATTORNEY

SIGNATURE ON FILE

BY _____
BRONSON POTTER DATE
CHIEF CIVIL DEPUTY PROSECUTING
ATTORNEY

**ATTACHMENT I: GENERAL PROJECT MANAGEMENT REQUIREMENTS
FOR THE MUNICIPAL STORMWATER GRANTS OF
REGIONAL OR STATEWIDE SIGNIFICANCE**

EDUCATION AND OUTREACH

The RECIPIENT must provide the DEPARTMENT two hard copies and an electronic copy on CD-ROM 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.

Education and outreach materials created through this program will be made available to local communities statewide for the purpose of information sharing. Materials and products must be made available to the DEPARTMENT in a format that can be shared with and used by local entities statewide (e.g. change of logos). The DEPARTMENT may post materials obtained through this AGREEMENT to the DEPARTMENT's Web site.

The RECIPIENT must also supply the DEPARTMENT with the names and contact information of local project leads.

If there are a significant number of people in the community that speak languages other than English, the RECIPIENT must consider producing pamphlets, fliers, meeting notices, reports, and other educational and public outreach materials in English and in the other prevalent language, as necessary.

FUNDING RECOGNITION

The RECIPIENT must inform the public about DEPARTMENT funding participation in this project through the use of project signs, acknowledgement in published materials, 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.

INDIRECT RATE

To acknowledge overhead costs, the RECIPIENT may charge an indirect rate of up to 25 percent based on employee's direct salary and benefit costs incurred while conducting project-related work. The DEPARTMENT's Financial Manager may require a list of items included in the indirect rate at any time.

INTERLOCAL AGREEMENTS

The RECIPIENT will make available **one** copy of all interlocal agreements relating to the project to the DEPARTMENT's Project Manager and/or Financial Manager.

LIGHT REFRESHMENTS

The RECIPIENT may spend up to \$50 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed \$300.

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 must report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. Please include the following information:

- 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.

PAYMENT REQUEST SUBMITTALS

Frequency. The 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.

Supporting Documentation. The RECIPIENT must submit all payment request vouchers and supportive documentation to the DEPARTMENT's Financial Manager. Payment request voucher submittals are based on match requirements found in the budget.

Required Forms.

<u>Any Match Combination</u>	<u>Cash Only Match</u>	<u>Where Applicable</u>
Form A19-1A (original signature)	Form A19-1A (original signature)	Form E (ECY 060-12)
Form B1 (ECY 060-3)	Form B2 (ECY 060-7)	Form F (ECY 060-13)
Form C1 (ECY 060-8)	Form C2 (ECY 060-9)	Form H (F-21)
Form D (ECY 060-11)	Form D (ECY 060-11)	Form I (ECY 060-15)

Reporting eligible costs. The RECIPIENT must report all eligible costs incurred on the project, regardless of the source of funding for those costs. This includes costs used as match. All eligible and ineligible project costs must be separate and identifiable.

Reimbursements. Payments will be made on a cost-reimbursable basis.

POST PROJECT ASSESSMENT

The RECIPIENT agrees to submit a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project one to three year after project completion.

The DEPARTMENT's Water Quality Program Performance Measures Lead will contact the RECIPIENT before the Post Project Assessment date to request this data.

The DEPARTMENT may also conduct site interviews and inspections, and may otherwise evaluate the Project, as part of this assessment.

PROCUREMENT

The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services.

PROGRESS REPORTS

The RECIPIENT must submit quarterly Progress Reports to the DEPARTMENT's Financial Manger and Project Manager. Payment requests will not be processed without a Progress Report.

Reporting Periods.

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

Reporting Due Date. Quarterly Progress Reports are due 15 days following the end of the quarter.

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

REQUIRED DOCUMENT SUBMITTALS

The RECIPIENT must submit the following documents to the DEPARTMENT as requested by the DEPARTMENT's Project Manager or Financial Manager:

- Draft project completion reports – up to 2 copies 1 to Financial Manager, 1 to Project Manager
- Electronic copy of final project completion report – one copy
- Final project completion reports – two hard copies
- Final project completion reports of statewide significance –two hard copies and one electronic copy
- Educational products developed under this agreement – up to two copies
- Documents that require DEPARTMENT Approval – three copies (two for the DEPARTMENT and one for the RECIPIENT)
- Interlocal agreements – two copies: one copy for the DEPARTMENT's Financial Manager and one for the DEPARTMENT's Project Manager
- Professional services procurement agreements – one copy to the DEPARTMENT's Financial Manager and one copy to the DEPARTMENT's Project Manager

WATER QUALITY MONITORING

Quality Assurance Project Plan (QAPP). Prior to initiating water quality monitoring activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP). The QAPP must follow Ecology's *Guidelines and Specifications for Preparing Quality Assurance Project Plans for Environmental Studies*, February 2001 (Ecology Publication No. 01-03-003). The applicant may also reference the *Technical Guidance for Assessing the Quality of Aquatic Environments*, revised February 1994 (Ecology Publication No. 91-78) or more current revision, in developing the QAPP.

The RECIPIENT must submit the QAPP to Ecology's project manager for review, comment, and must be approved before starting the environmental monitoring activities.

The RECIPIENT must use an environmental laboratory accredited by Ecology to analyze water samples for all parameters to be analyzed that require bench testing. Information on currently accredited laboratories and the accreditation process is provided on the Department of Ecology's Environmental Assessment Program's website, available at:

<http://www.ecy.wa.gov/programs/eap/lab-accreditation.html>

The RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the "ten-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 data are collected.

Monitoring Data Submittal / Environmental Information Management System. Funding recipients that collect water quality monitoring data must submit all data to Ecology through the Environmental Information Management System (EIM). Data must 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 GIS data is collected, Ecology data standards are encouraged. An Ecology Focus Sheet entitled *GIS Data and Ecology Grants* (Publication No. 98-1812-SEA) outlines the standards. Common standards must be used for infrastructure details, such as geographic names, Geographic Information System (GIS) coverage, list of methods, and reference tables.

ATTACHMENT II: 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 there under 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 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 B-4 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 <http://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

**ATTACHMENT III: WATER QUALITY PROGRAM
POST PROJECT ASSESSMENT SURVEY**

1. Agreement Number: MS-27
2. Recipient Name: Clark County
3. Project Title: Citizen Involvement in the Protection and Maintenance of Stormwater Facilities
4. Years since project completion:
 One Two Three Other (please specify):
5. Contact Information:
 - a. Contact Name: Cindy Stienbarger
 - b. Contact Phone Number: (360)397-6118 ext. 4584
 - c. Contact E-mail Address: cindy.stienbarger@clark.wa.gov

6. Level of involvement by present contact on project:

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

- Stormwater Project of Regional
- Statewide Significance

8. Financing:

Total Project Cost:

Total Eligible Project Cost: \$ 237,967

Ecology Grant Amount: \$ 237,967

Water quality and/or compliance problem:

-
9. Describe the most critical specific "Project Result(s)" or "Outcome(s)" actually achieved by the project:
 10. Provide documentation (including digital color pictures) that evidence the continued maintenance and effectiveness of the Project at the time of this survey:
 11. Check the eventual environmental result(s) or goal(s) substantively addressed or achieved by the project:

