



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
TTY 711 or 800-833-6388 (for the speech or hearing impaired)

September 23, 2005

Ms. Beth Cullen  
King County Dept. of Natural Resources and Parks  
Water and Land Resources Division  
201 South Jackson Street, Suite 600  
Seattle, WA 98104

Re: Cottage Lake Phosphorus Reduction  
Centennial Clean Water Fund  
Grant No.G0600071, FY 2006 Funding Cycle

Dear Ms. Cullen:

Enclosed is one signed original of the Centennial Clean Water Fund grant agreement between the Department of Ecology and King County Department of Natural Resources and Parks for the Cottage Lake Phosphorus Reduction project. Copies of the legislative and congratulatory letters are also enclosed for your records.

I look forward to working with you on this project. If you have any questions or concerns or need any additional copies of the Yellow Book or guidelines, please call me at (360) 407-6570.

Sincerely,

Joan Clark  
Financial Manager  
Water Quality Program

Enclosures

cc: Joanne Polayes, Ecology/NWRO/WQP





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September 21, 2005

Mr. Mark Isaacson  
Water and Land Resources Director  
201 South Jackson Street, Suite 600  
Seattle, WA 98104

Re: Cottage Lake Phosphorus Reduction Project  
Centennial Clean Water Fund  
Grant No. G0600071, FY 06 Funding Cycle

Dear Mr. Isaacson:

I am pleased to inform you that the grant agreement for the Cottage Lake Phosphorus Reduction Project has been signed. A signed original of the agreement is enclosed for your project files and future reference.

This agreement provides \$218,796, which is 75 percent of the total eligible project cost. This project will provide money to identify, reduce, and control phosphorus pollution in Cottage Lake through monitoring and the help of lakeside residents to implement best management practices.

We appreciate this opportunity to assist you with financial and technical assistance. Ecology's Water Quality Program staff in the Northwest Regional Office and Lacey are available to assist you with your project.

If you have any questions or need additional information, please call Joanne Polayes, Ecology's project manager, at (425) 649-7263 or Joan Clark, Ecology's financial manager, at (360) 407-6570.

Sincerely,

David C. Peeler  
Water Quality Program Manager

DCP:JC:km

Enclosure

cc: Joanne Polayes, Ecology NWRO





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September 21, 2005

The Honorable Jay Rodne  
Washington State Representative  
437 John L. O'Brien Bldg.  
P.O. Box 40600  
Olympia, WA 98504-0600

**Re: King County Department of Natural Resources and Parks, Water and Land  
Resources Division, Cottage Lake Phosphorus Reduction Project  
Centennial Clean Water Fund  
Grant No. G0600071**

Dear Representative Rodne:

I am pleased to inform you that Ecology recently awarded a \$218,796 grant to the King County Department of Natural Resources and Parks for the Cottage Lake Phosphorus Reduction Program. The grant is from the Centennial Clean Water Fund. This is a dedicated state funding source for improving and protecting water quality in our state.

With the help of lakeside resident involvement, King County Department of Natural Resources and Parks will use the money to identify, reduce, and control phosphorus pollution through monitoring and implementing best management practices.

This fiscal year we offered approximately \$10.4 million in competitive funds to local governments for high-priority water quality projects from the Centennial Clean Water Fund. It is a critical funding source to meet local government's ability to protect water quality, and it is in high demand. This year local governments requested approximately \$156 million for water quality projects. Some of these funding needs were met with other funding sources.

If you would like further information regarding this project to provide to your constituents or the media, please contact Joanne Polayes, Ecology's project manager, at (425) 649-7263.

For further information about the Centennial Clean Water Fund or any of our other funding programs for improving and protecting water quality, please call me at (360) 407-6405.

Sincerely,

David C. Peeler  
Water Quality Program Manager

DCP:JC:km



Letters also sent to the following:

LD_NR	CD_NR	CNTCT_ID	HON	FIRST_NM	LAST_NM
05		0	The Honorable	Jay	Rodne
05		24	The Honorable	Cheryl	Pflug
05		26	The Honorable	Glenn	Anderson

**CENTENNIAL CLEAN WATER FUND  
GRANT AGREEMENT  
BETWEEN THE  
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
KING COUNTY DEPARTMENT OF NATURAL RESOURCES AND PARKS**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology, hereinafter referred to as the "DEPARTMENT", and King County Department of Natural Resources and Parks, 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:	<b>Cottage Lake Phosphorus Reduction</b>
Grant Number:	<b>G0600071</b>
RECIPIENT Name:	<b>King County Department of Natural Resources and Parks, Water and Land Resources Division</b>
Mailing Address:	
Street Address:	<b>201 South Jackson St, Suite 600 Seattle, WA 98104-3855</b>
RECIPIENT Contact:	<b>Beth Cullen</b>
Telephone Number:	<b>(206) 263-6242</b>
Fax Number:	<b>(206) 296-0192</b>
E-Mail Address:	<b><u><a href="mailto:beth.cullen@metrokc.gov">beth.cullen@metrokc.gov</a></u></b>
RECIPIENT Billing Contact:	<b>David Brummett</b>
Telephone Number:	<b>206-296-3797</b>
Fax Number:	<b>206-296-0192</b>
E-Mail Address:	<b><u><a href="mailto:David.Brummett@metrokc.gov">David.Brummett@metrokc.gov</a></u></b>
RECIPIENT Federal ID Number:	<b>91-6001327</b>
DEPARTMENT Project Manager:	<b>Joanne Polayes</b>
Address:	<b>3190 160<sup>th</sup> Ave SE Bellevue, WA 98008-5452</b>

Cottage Lake Phosphorus Reduction  
King County Department of Natural Resources and Parks  
Grant No. G0600071

Telephone Number: (425) 649-7269  
Fax Number: (425) 649-7098  
E-Mail Address: [jpol461@ecy.wa.gov](mailto:jpol461@ecy.wa.gov)

DEPARTMENT Financial Manager: Joan Clark  
Mailing Address: Water Quality Program  
Washington State Department of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600  
Telephone Number: (360) 407-6570  
Fax Number: (360) 407-6426  
E-Mail Address: [jcla461@ecy.wa.gov](mailto:jcla461@ecy.wa.gov)

DEPARTMENT Funding Source: Centennial Clean Water Fund

Total Cost: \$291,728  
Total Eligible Cost: \$291,728

DEPARTMENT Share: \$218,796  
RECIPIENT Share: \$ 72,932

DEPARTMENT Maximum Percentage: 75 percent

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 **December 31, 2009**.

## **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, inspections, and 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: December 31, 2011.

B. Water Quality Goal(s): *(Water Quality Goals are tangible environmental changes for the better, to be achieved or directly addressed by the proposed project.)*

1. Designated beneficial uses in Cottage Lake to be restored or protected; 303(d) listed water bodies restored to water quality standards; healthy waters prevented from being degraded.

C. Water Quality Project Outcomes: *(Water Quality Project Outcomes are quantitative results realistically anticipated from the project that will directly lead to the Water Quality Goals.)*

1. Substantial, demonstrated and documented attitude and behavior changes in the watershed, with the goal being 7 percent return on surveys in the watershed that poll residents' knowledge and attitudes towards Cottage Lake and phosphorus pollution, 200 individuals attending Natural Yard Care workshops with 75% implementing best management practices (BMPs), 75% of lakeside residents attending and learning how to care for their septic systems at a workshop, 50% of lakeside homeowners participating in dye-tab studies for their septic system.
2. Identify and monitor probable sources for phosphorus pollution and increased fecal coliform in the inlet streams and lake. Achieve a phosphorous level in Cottage Lake at or below 20 ug/L in the epilimnion for summer concentration as set by the 2003 TMDL analysis within three years. Determine the true threat within the lake for human activities, and if in violation, work to reduce it to healthy standards immediately, by contacting the King County Department of Health and report values to the Department.
3. Over half of the lakeside property owners participate in the establishment and maintenance of shoreline plantings to buffer runoff. At least 50% of the plantings are expected to remain alive and in place for three years after planting.

**PART III. PROJECT DESCRIPTION**

The goal of the project is to identify, reduce, and control phosphorus pollution in Cottage Lake and its inlet streams. A secondary goal is to monitor fecal coliform levels in Cottage Lake and its tributaries to determine if fecal coliform is in violation of clean water standards. Project steps will include community education, water quality monitoring, habitat assessment, and habitat restoration. Education will focus primarily on phosphorus reduction at the homeowner and local business level. The educational component will include educating residents and businesses in the area about proper septic system maintenance.

Monitoring and assessment will help determine current phosphorus loading to the lake, including inlet streams, as well as to monitor fecal coliform levels in the system. Restoration projects will focus on shoreline plantings along the lake and stream corridors on private and King County lands.

**PART IV. PROJECT BUDGET**

Cottage Lake Phosphorus Reduction Plan	
<b>ELEMENTS</b>	<b>TOTAL ELIGIBLE COST (TEC)</b>
Task 1 – Project Management	\$ 4,855
Task 2 - Education and Outreach	\$ 76,852
Task 3 - Restoration	\$ 40,426
Task 4 – Monitoring and Assessment	\$ 169,595
Total	\$ 291,728*
<b>* The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.</b>	
<b>MATCHING REQUIREMENTS</b>	
DEPARTMENT Share FY 2005-2008 (75% of TEC)	\$ 218,796

RECIPIENT Share (25% of TEC)		\$ 72,932
	Cash	\$9,861
	Interlocal	\$0
	In-kind	\$63,071

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.

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 B1 (ECY 060-3), Form C1 (ECY 060-8), Form D (ECY 060-11), and 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 report – to be send electronically.
  - Final project completion reports – five paper copies, one CD.

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.

## **Task 2 – Education and Outreach**

- A. Survey – The RECIPIENT, with the input of active Steering Committee Members, will distribute a survey to the Cottage Lake watershed, gathering information about knowledge, attitudes, and behaviors surrounding phosphorus pollution in the lake. After the surveys are returned, the RECIPIENT shall use the results to identify which areas of knowledge regarding phosphorus pollution would best be targeted by an educational campaign.
- B. Outreach – Using results from the survey, the RECIPIENT shall work with the community to develop educational outreach media. This will include, but not be limited to, door hangers, brochures, newsletters, web pages, etc. to inform the community about phosphorus pollution and what they can do to help. This is a direct approach to educate and motivate people on the phosphorous pollution problem.

- C. Workshops – The RECIPIENT will host several workshops over the course of the project to deliver hands-on tips and BMPs to lessen individual impacts on Cottage Lake by reducing phosphorus inputs and other pollutants, such as fecal coliform bacteria. The workshops will include, but will not be limited to, topics such as Natural Yard Care and septic system maintenance and repair. The purpose of these workshops are to give residents the tools and understanding to implement BMPs in their daily lives to decrease their impacts upon and the pollutants that go into Cottage Lake.
- D. Post Survey – At the conclusion of the educational activities the RECIPIENT will reissue a watershed-wide survey to see how behaviors and attitudes towards Cottage Lake health have changed. This will be a way to quantify the effectiveness of the educational campaign.
- E. Guidebook and Slide Show – The RECIPIENT shall create a guidebook and a PowerPoint slide show documenting all actions undertaken in this project to serve as a guide to other communities who may be faced with similar problems. The guidebook will include templates for education materials, outlines of workshops, sampling analysis plans, restoration techniques, assessment plans, and other information deemed appropriate.
- F. 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.
- G. Required Performance:
  - 1. Create pre- and post-project surveys for education.
  - 2. Develop and distribute outreach materials.
  - 3. Develop and conduct a minimum of three workshops for the watershed community.
  - 4. Create and deliver the guidebook and slide show at the conclusion of the project.

### **Task 3 – Restoration, Shoreline Buffers**

- A. Plantings on private properties. The RECIPIENT, with the help of community members, will use the knowledge learned through the workshops in the education section to target

private residences along the lake to do shoreline plantings to intercept phosphorus pollution in runoff. The RECIPIENT will provide technical assistance and coordinate volunteer plantings at selected private shoreline properties as demonstration projects. The property owners will pay for the cost of plant materials.

- B. Plantings on public properties. The RECIPIENT will work with King County Parks to identify and work on plantings and restoration projects in public park shorelines along Cottage Lake. This will help minimize the contributions made by public lands to water quality impairment.
1. Planting Plans- The RECIPIENT shall develop general planting plans for all planting projects funded under this grant. The plans shall include plant locations and species and specifications for planting site preparation. The plan shall be based on an assessment of native plant associations and community types and shall give preference to plant species shown to be suited to shoreline planting indigenous to the primary watershed where the buffer is being established.
  2. The RECIPIENT must develop a written three-year maintenance plan to be followed at planting sites funded under this grant. The plan shall detail maintenance activities including, but not limited to, watering plants, replacing dead plants, and controlling noxious weeds.
  3. Plantings established as part of this grant may not violate county Critical Area Ordinances, county Shoreline Rules, and/or other state and local regulations.
- C. Projects prioritized in Task 4 - Monitoring and Assessment – the RECIPIENT may coordinate additional plantings, as funding allows, from the list of restoration projects on the inlets identified in Task 4.
- D. Required Performance:
1. Submit copies of the general planting and maintenance plans for all shoreline planting projects to the DEPARTMENT.
  2. Coordinate planting of approximately 5,000 linear feet of shore line (public and private) along Cottage Lake to create lake edge buffer zones.
  3. Work with King County Parks to plant areas within the public park along Cottage Lake with native plant species.
  4. Prioritize and coordinate restoration projects as they are identified in Task 4.

#### **Task 4 – Monitoring and Assessment**

- A. Water Quality Monitoring – The RECIPIENT will monitor water quality throughout the project both in the lake and in the inlet streams. This data will be used to monitor the

effect of the project on phosphorus and related water quality parameters as well as assess the currently perceived trend towards elevated fecal coliform levels in the streams and possibly the lake. Key parameters for this project include total phosphorus, orthophosphate, total nitrogen, nitrate, inlet flows, fecal coliform bacteria, dissolved oxygen, temperature, pH, turbidity, total suspended solids, color, alkalinity, conductivity, chlorophyll *a* (lake only), phytoplankton (lake only) and Secchi transparency (lake only). All water quality parameters will be analyzed at King County's Environmental Lab, which is an Ecology accredited lab for all chosen parameters. The exception is that the samples for phytoplankton analysis may be sent to a private subcontractor on Bainbridge Island.

Fecal coliform has been identified as a potential water quality risk. Samples will be taken to assess the extent of the risk and potential sources of the pollution. If public health standards are violated, the King County Department of Public Health will be contacted and the data will be provided to the DEPARTMENT for 303(d)-listing considerations.

- B. Habitat Assessment – The RECIPIENT shall perform lakeshore and in-stream habitat assessments identifying potential pollution sources, restoration opportunities, and overall stream/lake health. The habitat assessment will use established King County Water and Land Resources Division protocols. The RECIPIENT will provide a copy of said protocols to the DEPARTMENT.
- C. Restoration Project Identification – The RECIPIENT will use the information gathered through water quality monitoring and the habitat assessments to identify potential restoration projects for the lake and inlet streams. The projects may involve working with both public and private lands.
- D. The RECIPIENT has submitted a draft Sampling and Analysis Plan (SAP) to cover water quality monitoring activities. The RECIPIENT shall work with the DEPARTMENT's Environmental Assessment Program to revise the SAP to meet DEPARTMENT Quality Assurance Project Plan requirements.

The plan shall include detailed information on the water quality monitoring approach and laboratory protocols, including types of data and samples to be collected, sample location, sampling frequency, sampling procedures, analytical methods, quality control procedures, data handling protocols, and data assessment procedures. Any discussion of the monitoring approach must also include an explanation of how the project will yield sufficient information to achieve the purpose and intent of monitoring. A discussion of data accuracy and statistical requirements will be included.

- E. 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](http://www.ecy.wa.gov/programs/eap/labs/labs_main.html)

- F. 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](mailto: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>

G. Required Performance:

1. Modify Sampling and Analysis Plan and resubmit to the DEPARTMENT for approval.
2. Implement the water quality monitoring program, measuring at appropriate sites selected to monitor the effects of educational efforts and restoration. Water Quality data will be collected and evaluated, and the results will be included in the final report for this project.
3. Annually submit water quality monitoring data for inclusion in the EIM database

4. Determine phosphorus levels in the Cottage Lake tributaries and identify potential sources. Understand the phosphorus cycling in the lake. Monitor to measure if education and outreach programs have a direct effect on water quality parameters.
5. Determine fecal coliform concentrations in lake and inlets and alert public health if violations are routinely detected. Data will also be submitted to the Department of Ecology for 303(d) listing consideration.
6. Survey lakeshore and in-stream habitat using approved protocols.
7. Identify possible restoration projects for the lake and inlet streams, working with both private and public lands.

#### **PART VI. SPECIAL TERMS AND CONDITIONS**

- A. Commencement of Work. If the RECIPIENT does not commence work on the project funded herein within sixteen (16) months of the date of the Final Offer and Applicant List (December 22, 2005) in accordance to WAC 173-95A-080, the DEPARTMENT reserves the right to terminate this agreement.
- B. Equipment Purchase. The following equipment shall be eligible for purchase through this project: field meters, water level gauges and similar small equipment. The total cost of all equipment purchased under this project shall not exceed \$4,480. Changes in equipment type must have prior approval from the DEPARTMENT.

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.

- C. 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.
- D. Meetings/Light Refreshments. The RECIPIENT may spend up to \$ 50.00 per meeting for light refreshments associated with this project. The total amount spent for light refreshments and room rental under this agreement cannot exceed \$300.00.
- E. Progress Reports. The RECIPIENT shall prepare and submit progress reports to the 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 report has 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.

The RECIPIENT shall also report to the DEPARTMENT the total number of volunteer (unpaid) hours contributed to the restoration or monitoring project, including time not being credited for matching purposes. This information will be conveyed to the Governor of the State of Washington in fulfillment of a request for state agencies to collect information about volunteers working for clean water.

- F. Recipient Termination Right. 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 that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of funds paid to the RECIPIENT in accordance with Section O of the appended General Terms and Conditions.
- G. Vehicle and Canoe Rental. The RECIPIENT will rent a four-wheel drive vehicle from King County at the cash expense of \$50 per day. The RECIPIENT will use a canoe, which is donated from a member of the Cottage Lake group, for their monitoring use. The canoe rental will be tracked as an in-kind cost at the market rate of \$7.50 per hour. The total cost of all rentals under this project shall not exceed \$2,000. Changes in the rental types and costs must have prior approval from the DEPARTMENT.

**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

KING COUNTY  
DEPARTMENT OF NATURAL  
RESOURCES AND PARKS

 9/22/05  
DAVID C. PEELER                      DATE  
WATER QUALITY PROGRAM MANAGER

 9/15/05  
MARK ISAACSON                      DATE  
DIRECTOR

APPROVED AS TO FORM ONLY  
ASSISTANT ATTORNEY GENERAL

(Revised 10/26/04)

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 (October 2000).
2. FY 2006 Funding Guidelines Volume One, Publication No 04-10-062.
3. FY 2006 Funding Guidelines Volume Two – Statutes and Regulations No. 03-10-064.
4. Guidelines for Preparing Quality Assurance Project Plan for Environmental Studies, Publication No. 04-03-030 (July 2004).
5. Stream Habitat Restoration Guidelines(draft), <http://www.wa.gov/wdfw/hab/ahg/shrgdoc.htm>

**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 not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

**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. 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 \$300,000 or more in a year in Federal funds. The \$300,000 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 twenty (20) 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 certified 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. Budget deviation. Deviations in budget amounts are not allowed without written amendment(s) to this agreement. Payment requests will be disallowed when the RECIPIENT'S request for reimbursement exceeds the State maximum share amount for that element, as described in the Scope of Work.

3. Period of Compensation. Payments shall only be made for action 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.

4. Final Request(s) for Payment. The RECIPIENT must 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.

5. 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 and a financial bond. 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.

6. Unauthorized Expenditures. All payments to the RECIPIENT shall 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.

7. 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.

8. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

#### **K. TERMINATION**

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

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

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

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

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

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

#### **L. WAIVER**

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

## **M. PROPERTY RIGHTS**

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

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

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

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

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

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

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

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

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

## **N. RECYCLED/RECYCLABLE PAPER**

All documents and materials published under this agreement shall be produced on recycled paper containing the highest level of post consumer and recycled content that is available: At a minimum, paper with 10 percent post consumer content and 50 percent recycled content shall be used. Whenever possible, all materials shall be published on paper that is unbleached or has not been treated with chlorine gas and/or hypochlorite.

As appropriate, all materials shall be published on both sides of the paper and shall minimize the use of glossy or colored paper and other items which reduce the recyclability of the document.

## **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 annum 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. 05/02