



**JEFFERSON COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**

TO: Board of County Commissioners
Mark McCauley, County Administrator

FROM: Pinky Feria Mingo, Environmental Public Health Director
Tami Pokorny, Natural Resources Program Coordinator

DATE: *December 2, 2024*

SUBJECT: Agenda Item –Amendment 2 to Ecology Agreement No. TCPIPG-2123-JeCoPH-00039, June 1, 2022 to June 30, 2025; \$0

STATEMENT OF ISSUE:

Jefferson County Public Health (JCPH) is requesting Board approval of Amendment 2 to an Agreement with the Washington State Department of Ecology (Ecology); June 1, 2022 to June 30, 2025.

ANALYSIS/STRATEGIC GOALS/PROS and CONS:

This amendment to the agreement between Ecology and JCPH will redistribute the budget and amend the scope of work. The scope will now include necessary blackberry removal to access the site for sampling, and it shifts \$13,000 between project tasks to provide for grant and project administration to implement the next phase work plan with the project consultant, Evren Northwest, Inc., to install monitoring wells, take and analyze additional water and soil samples, and to fill a geographical gap in the Phase II environmental site assessment of the Chimacum Creek floodplain within this property.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This is a no cost extension. Ecology is providing \$200,000 for the remedial investigation and cleanup feasibility study. There is no match.

RECOMMENDATION:

JCPH management requests approval of Amendment 2 to Agreement, TCPIPG-2123-JeCoPH-00039. Washington State Department of Ecology; June 1, 2022 to June 30, 2025; \$0

REVIEWED BY:


Mark McCauley, County Administrator

11/26/24
Date

CONTRACT REVIEW FORM

Clear Form

(INSTRUCTIONS ARE ON THE NEXT PAGE)

CONTRACT WITH: Department of Ecology

Contract No: EH-22-023-A2

Contract For: Toxics Cleanup Grant Agreement

Term: 6/1/2022 - 6/30/2025

COUNTY DEPARTMENT: Jefferson County Public Health

Contact Person: Pinky Ferie Mingo

Contact Phone: x476

Contact email: pmingo@co.jefferson.wa.us

AMOUNT: \$200,000 (No change)

Revenue: _____

Expenditure: _____

Matching Funds Required: _____

Sources(s) of Matching Funds: _____

Fund # 127

Munis Org/Obj 12756210

PROCESS:

- ☒ Exempt from Bid Process
- ☐ Cooperative Purchase
- ☐ Competitive Sealed Bid
- ☐ Small Works Roster
- ☐ Vendor List Bid
- ☐ RFP or RFQ
- ☐ Other: _____

APPROVAL STEPS:

STEP 1: DEPARTMENT CERTIFIES COMPLIANCE WITH JCC 3.55.080 AND CHAPTER 42.23 RCW.

CERTIFIED: ☐ N/A: ☒

Signature

Nov. 21, 2024

Date

STEP 2: DEPARTMENT CERTIFIES THE PERSON PROPOSED FOR CONTRACTING WITH THE COUNTY (CONTRACTOR) HAS NOT BEEN DEBARRED BY ANY FEDERAL, STATE, OR LOCAL AGENCY.

CERTIFIED: ☐ N/A: ☒

Signature

Nov. 21, 2024

Date

STEP 3: RISK MANAGEMENT REVIEW (will be added electronically through Laserfiche):

Electronically approved by Risk Management on 11/22/2024.

STEP 4: PROSECUTING ATTORNEY REVIEW (will be added electronically through Laserfiche):

Electronically approved as to form by PAO on 11/21/2024.

State language -- cannot change. Amendment No. 2 to redistribute the budget (unchanged) and amend scope of work. Prior amendment and original agreement attached.

STEP 5: DEPARTMENT MAKES REVISIONS & RESUBMITS TO RISK MANAGEMENT AND PROSECUTING ATTORNEY(IF REQUIRED).

STEP 6: CONTRACTOR SIGNS

STEP 7: SUBMIT TO BOCC FOR APPROVAL



AMENDMENT NO. 2
TO AGREEMENT NO. TCPIPG-2123-JeCoPH-00039
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
JEFFERSON COUNTY PUBLIC HEALTH

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and JEFFERSON COUNTY PUBLIC HEALTH (RECIPIENT) for the Chimacum Creek Cleanup and Restoration (PROJECT).

The purpose of Amendment No. 2 is to redistribute the budget and to amend the scope of work.

Task funding for Grant and Project Administration (J008) is being increased to further support the RECIPIENT's project administration activities. Task funding for Integrated Planning Activities (J011) is being decreased to reflect less funding needed for the task.

Scope of work for Site Investigations (J003) is being amended to add services for blackberry removal to enable sampling access to the Site.

The total budget of \$200,000.00 is not changing. The task budget is revised as follows:

Task 1: Grant and Project Administration (J008) – Increased by \$13,000.00 from \$7,000.00 to \$20,000.00.

Task 2: Site Investigations (J003) – No change; remained at \$123,000.00.

Task 3: Focused Feasibility Study (J004) – No change; remained at \$20,000.00.

Task 4: Integrated Planning Activities (J011) – Decreased by \$13,000.00 from \$50,000.00 to \$37,000.00.

The scopes of work for Grant and Project Administration (J008), Focused Feasibility Study (J004), and Integrated Planning Activities (J011) remain the same.

The total budget, deliverables, terms and conditions, and the expiration date of the AGREEMENT remain the same.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

CHANGES TO THE BUDGET

Funding Distribution EG220686

Funding Title: Chimacum Creek - IPG

Funding Type: Grant

Funding Effective Date: 06/01/2022

Funding Expiration Date: 06/30/2025

Funding Source:

Template Version 10/30/2015

Title: Model Toxics Control Capital Account (MTCCA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Remedial action grants and loans are provided to local governments in Washington State to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations, independent cleanups, cleanups conducted under order or consent decree, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed Ecology to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 25% of the tax revenue into the Model Toxics Control Capitol Account (MTCCA) and in some cases capital bond funds are provided to increase available grant funding.

Approved Indirect Costs Rate: Approved State Indirect: 25%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Chimacum Creek - IPG	Task Total
GRANT AND PROJECT ADMINISTRATION -J008	\$ 20,000.00
SITE INVESTIGATIONS -J003	\$ 123,000.00
FOCUSED FEASIBILITY STUDY - J004	\$ 20,000.00
INTEGRATED PLANNING ACTIVITIES -J011	\$ 37,000.00

Total: \$ 200,000.00

CHANGES TO SCOPE OF WORK

Task Number: 1 **Task Cost: \$20,000.00**

Task Title: GRANT AND PROJECT ADMINISTRATION -J008

Task Description:

This task funds the RECIPIENT's eligible direct costs ECOLOGY deems reasonable and necessary to administer the grant and manage project activities. Examples of eligible activities includes costs necessary to:

- Perform Public Involvement Activities: Plan and hold meetings and communications with the public, consultants/contractors, or ECOLOGY not billed under another task.
- Procure and manage consultants and construction contractors.
- Manage the grant, develop, and maintain grant files.
- Prepare and submit payment requests, and progress reports, or other reports required by ECOLOGY.
- Conduct, coordinate, and schedule project activities described in the ECOLOGY approved scope of work.
- Purchase services, supplies, and tools.
- Conduct research or studies relevant to multiple tasks.
- Manage scientific Data, including Environmental Information Management System (EIM) submissions.

TRAVEL AND PER DIEM: ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. Any costs incurred over the state rate will not be reimbursed under the grant. The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs, such as the cost of parking the RECIPIENT's vehicles at their own office, purchasing, or maintaining vehicles are considered part of overhead and may not be direct billed to this grant.?

BACKUP DOCUMENTATION: All backup documentation, whether recipient staff costs, prime contractor or subcontractor, and regardless of the contracting mechanism (lump sum or time and materials) must include the day worked, the hours, the rate of pay, total cost, and the activity being performed.

Task Goal Statement:

To manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Task Expected Outcome:

Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Recipient Task Coordinator: Debbie Fountain

Deliverables

Number	Description	Due Date
1.1	Quarterly grant payment requests/progress reports (PR/PR) with proper documentation.	

CHANGES TO SCOPE OF WORK

Task Number: 2

Task Cost: \$123,000.00

Task Title: SITE INVESTIGATIONS -J003

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform remedial site investigations consistent with the scope of work in the ECOLOGY approved work plan for the Site. This task includes the review of documents related to prior environmental investigations at the site to determine if there are any data gaps. If data gaps are identified, RECIPIENT eligible costs would include the development of sampling and analysis plan, sampling and analysis costs, identification and testing of potential sources of contamination (including hazardous building materials), surveying/mapping, data management, reports, and RECIPIENT staff costs for these activities not billed under the Grant and Project Administration task.

RECIPIENT shall review existing Phase I and II Environmental Site Assessment components, identify data gaps, conduct supplemental sampling as necessary to complete the ESA and subsequent remedial investigation, and provide a written report to ECOLOGY that documents the results.

RECIPIENT shall prepare a draft investigation work plan and submit to ECOLOGY for approval before implementing the plan.

RECIPIENT shall prepare a draft sampling plan and submit to ECOLOGY for approval before implementing the plan. Eligible costs also include activities associated with compliance with archaeological and cultural resource requirements.

RECIPIENT will hire Washington Conservation Corps crews, or other contract labor crews, in addition to RECIPIENT staff, to perform blackberry removal to enable sampling access to the Site. This is a one-time allowable cost; ongoing maintenance is not eligible. Documentation of hiring procedures and the signed contract will need to be uploaded with the PRPR submitted for these costs.

Task Goal Statement:

To compile Site information and conduct field investigations that may include sampling to adequately characterize the nature and extent of contamination at the Site to enable the development and evaluation of alternatives for the cleanup of the Site if required.

Task Expected Outcome:

The results of the Site investigations are documented in a report that can be used to aid the development and evaluation of any required cleanup alternatives for the Site.

Recipient Task Coordinator: Tami Pokorny

Deliverables

Number	Description	Due Date
2.1	Environmental Investigation Work Plan.	
2.2	Sampling and Analysis Plan	
2.3	Site Characterization and Remedial Investigation Report	
2.4	Phase I and Phase II ESA	

CHANGES TO SCOPE OF WORK

Task Number: 4 Task Cost: \$37,000.00

Task Title: INTEGRATED PLANNING ACTIVITIES -J011

Task Description:

This task funds RECIPIENT integrated planning activities ECOLOGY deems reasonable and necessary to complete needed economic assessments, planning, and development of implementation strategies for the redevelopment of the Site.

Eligible costs may include:

- Review of reports and technical documents related to the site assessment process;
- Technical communications between the RECIPIENT, their contractors, potentially liable parties, and ECOLOGY;
- Economic impact research and evaluations;
- Conceptual economic impact model;
- Right-of-way analysis for site configuration;
- Conceptual site plan;
- Building condition assessment;
- GIS analysis;
- Boundary and topographic survey;
- Stakeholder interviews, surveys, and meetings;
- Community Involvement/outreach, such as open house forums to solicit comments on plans and technical documents;
- Development and funding strategies;
- Regulatory assessment;
- Policy recommendations.

The RECIPIENT shall:

- Consult and coordinate with the ECOLOGY project manager in the development of consultant scopes of work for activities under this task;
- Provide ECOLOGY with copies of all draft and final technical documents, plans, reports, data and analyses, GIS models, communication materials, public information materials, web page content, open house agendas, surveys and the results, and any other deliverables developed or funded under this task;
- Provide ECOLOGY the advanced notice of community events or meetings about the grant funded work; and
- Verify the eligibility of costs with the ECOLOGY grant financial manager. Costs not approved by the ECOLOGY grant financial manager may not be reimbursed under this grant.

Costs for remedial actions that are the responsibility of potentially liable parties are not grant eligible.

Costs for technical, advertising, and communications materials not approved by ECOLOGY may not be reimbursed under this grant.

Task Goal Statement:

To complete an integrated planning study. This will include site specific environmental information to guide property reuse. This could include conducting community and stakeholder engagement on the cleanup and restoration of the site, developing funding

strategies, developing outreach material on the redevelopment/conservation plan, the development of a site conceptual plan and costs associated with land-use reviews and permits.

Task Expected Outcome:

An integrated planning study will be completed that guides redevelopment of the property. This will include a summary report on any Community or Stakeholder engagement.

Recipient Task Coordinator: Tami Pokorny

Deliverables

Number	Description	Due Date
4.1	Integrated Planning Implementation Strategy Report.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Chimacum Creek - IPG	0 %	\$ 0.00	\$ 200,000.00	\$ 200,000.00
Total		\$ 0.00	\$ 200,000.00	\$ 200,000.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 03/01/2024.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

JEFFERSON COUNTY WASHINGTON
dba Jefferson County Public Health

By: _____

Barry Rogowski
Toxics Cleanup
Program Manager

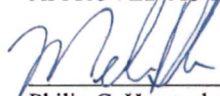
Date

By: _____

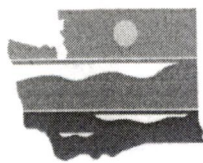
Kate Dean, Chair,
Board of County Commissioners

Date

APPROVED AS TO FORM ONLY:

 for 11/21/2024
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

Template Approved to Form by
Attorney General's Office



DEPARTMENT OF
ECOLOGY
State of Washington

AMENDMENT NO. 1
TO AGREEMENT NO. TCPIPG-2123-JeCoPH-00039
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
JEFFERSON COUNTY PUBLIC HEALTH

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and JEFFERSON COUNTY PUBLIC HEALTH (RECIPIENT) for the Chimacum Creek Cleanup and Restoration (PROJECT).

The purpose of this amendment is to extend the expiration date of the AGREEMENT from June 30, 2023, to June 30, 2025, update the Project Long Description to better capture the project's next stage of work being conducted under the grant, and redistribute the budget between tasks to reflect project needs.

The total budget remains the same. All general terms and conditions of the AGREEMENT remain the same.

Task 1: Grant and Project Administration (J008) – NO CHANGE.

Task 2: Site Investigations (J003) – INCREASED \$10,000.00 from \$113,000.00 to \$123,000.00.

Task 3: Focused Feasibility Study (J004) – NO CHANGE.

Task 4: Integrated Planning Activities (J011) – DECREASED \$10,000.00 from \$60,000.00 to \$50,000.00.

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Expiration Date:

Original: 06/30/2023 Amended: 06/30/2025

Project Long Description:

Amended:

The Anderson Property is located at 890 Old Hadlock Road, FSID 9412888, and Cleanup Site ID 1559. The property is located in a sensitive environmental area along the confluence of a fork in Chimacum Creek, which is critical habitat for the endangered Hood Canal summer chum salmon, endangered Puget Sound steelhead, and Coho salmon.

The RECIPIENT has been collaborating with the Jefferson Land Trust and North Olympic Salmon Coalition to conduct a Phase I and Phase II environmental assessment prior to any property transactions or obtaining a conservation easement. The RECIPIENT currently has a lien on the property and is negotiating with the property owner to either acquire a portion of the property or obtain a conservation easement to protect the salmon habitat in perpetuity. Alternatively, the RECIPIENT may pursue fee simple acquisition of the entire property.

State of Washington Department of Ecology
JEFFERSON COUNTY PUBLIC HEALTH
Chimacum Creek Cleanup and Restoration Project
Agreement No. TCPIPG-2123-JeCoPH-00039

The goal of the project is to redevelop the Site in a way that is most protective of Chimacum Creek and the endangered species that inhabit it. As part of the project, the RECIPIENT would coordinate with the North Olympic Salmon Coalition on a re-development and habitat restoration plan. The project area also borders the Rick Tollefson trail, a Jefferson County Public Use Trail and as part of the restoration an interpretive sign will be erected to describe the ecological benefits of the project and acknowledge the property owner and funders.

The parcel runs east to west and is approximately 800 feet long and 300 feet wide, for a total of 5.3 acres. Mr. Anderson operated Michael's Custom Re-build and Towing and Michael's Hulk Hauling for many years. During this time, Mr. Anderson punctured gas tanks and crushed vehicles on the Site. The RECIPIENT has a \$61,511 lien on the property stemming from litigation over solid waste violations at the Site. Site investigations conducted by the RECIPIENT in 2005 of the entire five acres, revealed improperly stored batteries, stacks of exposed engines, transmissions, and other parts with heavy residue.

The RECIPIENT staff observed petroleum sheens and open and exposed hazardous material containers. The RECIPIENT obtained two warrants of abatement from the Jefferson County Superior Court to remove junk vehicles from the Site and to dispose of solid waste on the property. In 2011, the Jefferson County Superior Court issued a permanent injunction to Mr. Anderson that prevents him from depositing, leaving or bringing or hauling any solid waste, including but not limited to junk vehicles, vehicle hulks, vehicle parts, tires and/or any other personal property which fits the definition of solid waste. In 2012, the Superior Court held Mr. Anderson in contempt for violating the 2011 permanent injunction and amended the Permanent Injunction to prevent Mr. Anderson from salvaging, cannibalizing, processing scrap metal within 150 feet of Chimacum Creek. The permanent injunction allows the RECIPIENT access to the site for the removal of solid waste on the property and other reasonable steps not listed to abate, remove, remedy and cure the public nuisance including remediation.

In 2018, a second warrant of abatement was issued by the Superior Court and Mr. Anderson was held in contempt again for bringing additional junk vehicles onto the Site in violation of the permanent injunction. Many of the junk vehicles that were ordered to be abated were located in the critical area buffer for Chimacum Creek at the Site. The planned restoration project would essentially prevent placement of junk vehicles and other solid waste in the critical area buffer. Assessment, planning, and other activities may also support the acquisition and cleanup of the entire property.

The RECIPIENT conducted an initial investigation on December 21, 2005 and obtained four soil samples from the property which had elevated levels of gas and diesel. The diesel NWTPHDx ranged from 73 mg/kg to 7,800 mg/kg and the gas NWTPHGx ranged from 9.8 mg/kg to 240 mg/kg.

In 2009, EPA completed a discrete investigation that included 12 field samples. The samples included five surface soil samples, three subsurface soil samples, and four sediment samples. The sample results determined that there were low level concentrations of inorganics; and EPA provided a final report concluding that the property did not warrant further action by EPA. The sampling did find elevated levels above background levels for lead (435 mg/Kg), Zinc 152-285 mg/kg), and arsenic in sediments (18.2mg/Kg).

The RECIPIENT and the landowner continue to negotiate the acquisition of a portion of the property adjacent to Chimacum Creek, which includes critical area buffer, a conservation easement, or the entire property in exchange for discharge of the lien. But the documented contamination on the Site impedes completion of the transaction. An RI/FS will be needed to determine the scope of the problem and plan for any necessary remediation.

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As part of the pre-sale, the North Olympic Salmon Coalition which has grant funding from Washington Fish and Wildlife (WDFW grant 20-16451 Chimacum Creek Restoration and Protection Project Phase 2) will pass through funds in the amount of \$25,600 to the RECIPIENT under a Memorandum of Agreement (EH-21-071) to conduct the Phase I ESA, Phase II ESA, get a preliminary Title Report, and an appraisal of the property. But we believe additional funding will be necessary to complete the Phase I and Phase II ESA as well as to complete the RI/FS.

Overall Goal:

To complete Site investigations and prepare a conceptual redevelopment plan for the Site.

CHANGES TO THE BUDGET

Funding Distribution EG220686

Funding Title: Chimacum Creek - IPG

Funding Type: Grant

Funding Effective Date: 06/01/2022

Funding Expiration Date: 06/30/2025

Funding Source:

Title: Model Toxics Control Capital Account (MTCCA)

Fund: FD

Type: State

Funding Source %: 100%

Description: Remedial action grants and loans are provided to local governments in Washington State to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations, independent cleanups, cleanups conducted under order or consent decree, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed Ecology to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 25% of the tax revenue into the Model Toxics Control Capitol Account (MTCCA) and in some cases capital bond funds are provided to increase available grant funding.

Approved Indirect Costs Rate: Approved State Indirect: 25%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

State of Washington Department of Ecology
JEFFERSON COUNTY PUBLIC HEALTH
Chimacum Creek Cleanup and Restoration Project
Agreement No. TCPIPG-2123-JeCoPH-00039

Chimacum Creek - IPG	Task Total
GRANT AND PROJECT ADMINISTRATION -J008	\$ 7,000.00
SITE INVESTIGATIONS -J003	\$ 123,000.00
FOCUSED FEASIBILITY STUDY - J004	\$ 20,000.00
INTEGRATED PLANNING ACTIVITIES -J011	\$ 50,000.00

Total: \$ 200,000.00

CHANGES TO SCOPE OF WORK

Task Number: 2

Task Cost: \$123,000.00

Task Title: SITE INVESTIGATIONS -J003

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform remedial site investigations consistent with the scope of work in the ECOLOGY approved work plan for the Site. This task includes the review of documents related to prior environmental investigations at the site to determine if there are any data gaps. If data gaps are identified, RECIPIENT eligible costs would include the development of sampling and analysis plan, sampling and analysis costs, identification and testing of potential sources of contamination (including hazardous building materials), surveying/mapping, data management, reports, and RECIPIENT staff costs for these activities not billed under the Grant and Project Administration task.

RECIPIENT shall review existing Phase I and II Environmental Site Assessment components, identify data gaps, conduct supplemental sampling as necessary to complete the ESA and subsequent remedial investigation, and provide a written report to ECOLOGY that documents the results.

RECIPIENT shall prepare a draft investigation work plan and submit to ECOLOGY for approval before implementing the plan.

RECIPIENT shall prepare a draft sampling plan and submit to ECOLOGY for approval before implementing the plan. Eligible costs also include activities associated with compliance with archaeological and cultural resource requirements.

Task Goal Statement:

To compile Site information and conduct field investigations that may include sampling to adequately characterize the nature and extent of contamination at the Site to enable the development and evaluation of alternatives for the cleanup of the Site if required.

Task Expected Outcome:

State of Washington Department of Ecology
JEFFERSON COUNTY PUBLIC HEALTH
Chimacum Creek Cleanup and Restoration Project
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The results of the Site investigations are documented in a report that can be used to aid the development and evaluation of any required cleanup alternatives for the Site.

Recipient Task Coordinator: Tami Pokorny

Deliverables

Number	Description	Due Date
2.1	Environmental Investigation Work Plan.	
2.2	Sampling and Analysis Plan	
2.3	Site Characterization and Remedial Investigation Report	
2.4	Phase I and Phase II ESA	

CHANGES TO SCOPE OF WORK

Task Number: 4

Task Cost: \$50,000.00

Task Title: INTEGRATED PLANNING ACTIVITIES -J011

Task Description:

This task funds RECIPIENT integrated planning activities ECOLOGY deems reasonable and necessary to complete needed economic assessments, planning, and development of implementation strategies for the redevelopment of the Site.

Eligible costs may include:

- Review of reports and technical documents related to the site assessment process;
- Technical communications between the RECIPIENT, their contractors, potentially liable parties, and ECOLOGY;
- Economic impact research and evaluations;
- Conceptual economic impact model;
- Right-of-way analysis for site configuration;
- Conceptual site plan;
- Building condition assessment;
- GIS analysis;
- Boundary and topographic survey;
- Stakeholder interviews, surveys, and meetings;
- Community Involvement/outreach, such as open house forums to solicit comments on plans and technical documents;
- Development and funding strategies;
- Regulatory assessment;
- Policy recommendations.

The RECIPIENT shall:

- Consult and coordinate with the ECOLOGY project manager in the development of consultant scopes of work for activities

State of Washington Department of Ecology
JEFFERSON COUNTY PUBLIC HEALTH
Chimacum Creek Cleanup and Restoration Project
Agreement No. TCPIPG-2123-JeCoPH-00039

under this task;

- Provide ECOLOGY with copies of all draft and final technical documents, plans, reports, data and analyses, GIS models, communication materials, public information materials, web page content, open house agendas, surveys and the results, and any other deliverables developed or funded under this task;
- Provide ECOLOGY the advanced notice of community events or meetings about the grant funded work; and
- Verify the eligibility of costs with the ECOLOGY grant financial manager. Costs not approved by the ECOLOGY grant financial manager may not be reimbursed under this grant.

Costs for remedial actions that are the responsibility of potentially liable parties are not grant eligible.

Costs for technical, advertising, and communications materials not approved by ECOLOGY may not be reimbursed under this grant.

Task Goal Statement:

To complete an integrated planning study. This will include site specific environmental information to guide property reuse. This could include conducting community and stakeholder engagement on the cleanup and restoration of the site, developing funding strategies, developing outreach material on the redevelopment/conservation plan, the development of a site conceptual plan and costs associated with land-use reviews and permits.

Task Expected Outcome:

An integrated planning study will be completed that guides redevelopment of the property. This will include a summary report on any Community or Stakeholder engagement.

Recipient Task Coordinator: Tami Pokorny

Deliverables

Number	Description	Due Date
4.1	Integrated Planning Implementation Strategy Report.	

State of Washington Department of Ecology
JEFFERSON COUNTY PUBLIC HEALTH
Chimacum Creek Cleanup and Restoration Project
Agreement No. TCPIPG-2123-JeCoPH-00039

Funding Distribution Summary**Recipient / Ecology Share**

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Chimacum Creek - IPG	0 %	\$ 0.00	\$ 200,000.00	\$ 200,000.00
Total		\$ 0.00	\$ 200,000.00	\$ 200,000.00

State of Washington Department of Ecology
JEFFERSON COUNTY PUBLIC HEALTH
Chimacum Creek Cleanup and Restoration Project
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AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 06/07/2023.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

JEFFERSON COUNTY WASHINGTON
dba Jefferson County Public Health

DocuSigned by:
Barry Rogowski
By: 6A0C8B7E6EB0424... 6/21/2023

Barry Rogowski
Toxics Cleanup
Program Manager
Date

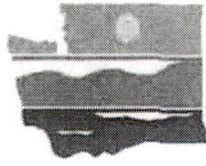
By: *[Signature]* 6-12-23

Greg Brotherton, Chair, Board
of County Commissioners
Date

APPROVED AS TO FORM ONLY:

P.C. Hunsucker June 7, 2023
Philip C. Hunsucker, Date
Chief Civil Deputy Prosecuting Attorney

Template Approved to Form by
Attorney General's Office



DEPARTMENT OF
ECOLOGY
State of Washington

Agreement No. TCPIPG-2123-JeCoPH-00039

TOXICS CLEANUP INTEGRATED PLANNING GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

JEFFERSON COUNTY PUBLIC HEALTH

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and Jefferson County Public Health, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Chimacum Creek Cleanup and Restoration
Total Cost:	\$200,000.00
Total Eligible Cost:	\$200,000.00
Ecology Share:	\$200,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	06/01/2022
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Integrated Planning Grant

Project Short Description:

Site investigations needed to facilitate restoration and protection of a sensitive environmental area along the confluence of a fork in Chimacum Creek, a critical habitat for endangered salmon, adjacent to 890 Old Hadlock Road, FSID 9412888, and Cleanup Site ID 1559, owned by Mike Anderson.

Project Long Description:

The Anderson Property is located at 890 Old Hadlock Road, FSID 9412888, and Cleanup Site ID 1559. The property is located in a sensitive environmental area along the confluence of a fork in Chimacum Creek, which is critical habitat for the endangered Hood Canal summer chum salmon, endangered Puget Sound steelhead, and Coho salmon.

The RECEIPT has been collaborating with the Jefferson Land Trust and North Olympic Salmon Coalition to conduct a Phase I and Phase II environmental assessment prior to any property transactions or obtaining a conservation

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 Project Title: Chimacum Creek Cleanup and Restoration
 Recipient Name: Jefferson County Public Health

easement. The RECEIPT currently has a lien on the property and is negotiating with the property owner to either acquire a portion of the property or obtain a conservation easement to protect the salmon habitat in perpetuity.

The goal of the project is to redevelop the Site in a way that is most protective of Chimacum Creek and the endangered species that inhabit it. As part of the project, the RECEIPT would coordinate with the North Olympic Salmon Coalition on a re-development and habitat restoration plan. The project area also borders the Rick Tollefson trail, a Jefferson County Public Use Trail and as part of the restoration an interpretive sign will be erected to describe the ecological benefits of the project and acknowledge the property owner and funders.

The parcel runs east to west and is approximately 800 feet long and 300 feet wide, for a total of 5.3 acres. Mr. Anderson operated Michael's Custom Re-build and Towing and Michael's Hulk Hauling for many years. During this time, Mr. Anderson punctured gas tanks and crushed vehicles on the Site. The RECEIPT has a \$61,511 lien on the property stemming from litigation over solid waste violations at the Site. Site investigations conducted by the RECEIPT in 2005 of the entire five acres, revealed improperly stored batteries, stacks of exposed engines, transmissions, and other parts with heavy residue.

The RECEIPT staff observed petroleum sheens and open and exposed hazardous material containers. The RECEIPT obtained two warrants of abatement from the Jefferson County Superior Court to remove junk vehicles from the Site and to dispose of solid waste on the property. In 2011, the Jefferson County Superior Court issued a permanent injunction to Mr. Anderson that prevents him from depositing, leaving or bringing or hauling any solid waste, including but not limited to junk vehicles, vehicle hulks, vehicle parts, tires and/or any other personal property which fits the definition of solid waste. In 2012, the Superior Court held Mr. Anderson in contempt for violating the 2011 permanent injunction and amended the Permanent Injunction to prevent Mr. Anderson from salvaging, cannibalizing, processing scrap metal within 150 feet of Chimacum Creek. The permanent injunction allows the RECEIPT access to the site for the removal of solid waste on the property and other reasonable steps not listed to abate, remove, remedy and cure the public nuisance including remediation.

In 2018, a second warrant of abatement was issued by the Superior Court and Mr. Anderson was held in contempt again for bringing additional junk vehicles onto the Site in violation of the permanent injunction. Many of the junk vehicles that were ordered to be abated were located in the critical area buffer for Chimacum Creek at the Site. The planned restoration project would essentially prevent placement of junk vehicles and other solid waste in the critical area buffer.

The RECEIPT conducted an initial investigation on December 21, 2005 and obtained four soil samples from the property which had elevated levels of gas and diesel. The diesel NWTPHDx ranged from 73 mg/kg to 7,800 mg/kg and the gas NWTPHGx ranged from 9.8 mg/kg to 240 mg/kg.

In 2009, EPA completed a discrete investigation that included 12 field samples. The samples included five surface soil samples, three subsurface soil samples, and four sediment samples. The sample results determined that there were low level concentrations of inorganics; and EPA provided a final report concluding that the property did not warrant further action by EPA. The sampling did find elevated levels above background levels for lead (435 mg/Kg), Zinc 152-285 mg/kg), and arsenic in sediments (18.2mg/Kg).

The RECEIPT and the landowner are in negotiations to acquire the lower portion of the property closest to Chimacum Creek, which included the critical area buffer, in exchange for discharge of the lien. But the documented

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Project Title: Chimacum Creek Cleanup and Restoration

Recipient Name: Jefferson County Public Health

contamination on the Site impedes completion of the transaction. An RI/FS will be needed to determine the scope of the problem and plan for any necessary remediation.

As part of the pre-sale, the North Olympic Salmon Coalition which has grant funding from Washington Fish and Wildlife (WDFW grant 20-16451 Chimacum Creek Restoration and Protection Project Phase 2) will pass through funds in the amount of \$25,600 to the RECEIPT under a Memorandum of Agreement (EH-21-071) to conduct the Phase I ESA, Phase II ESA, get a preliminary Title Report, and an appraisal of the property. But we believe additional funding will be necessary to complete the Phase I and Phase II ESA as well as to complete the RI/FS.

Overall Goal:

To complete Site investigations and prepare a conceptual redevelopment plan for the Site.

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Project Title: Chimacum Creek Cleanup and Restoration
Recipient Name: Jefferson County Public Health

RECIPIENT INFORMATION

Organization Name: Jefferson County Public Health

Federal Tax ID: 91-6001322
UEI Number: FNXXKANAVBP15

Mailing Address: 615 Sheridan St
Port Townsend, WA 98368

Physical Address: 615 Sheridan St
Port Townsend, Washington 98368

Organization Fax: (360) 379-4487

Contacts

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Agreement No: TCPIPG-2123-JeCoPH-00039

Project Title: Chimacum Creek Cleanup and Restoration

Recipient Name: Jefferson County Public Health

Project Manager	Pinky Mingo Environmental Health Manager 615 Sheridan St Port Townsend, Washington 98368 Email: pmingo@co.jefferson.wa.us Phone: (360) 385-9444
Billing Contact	Debbie Fountain Financial Operations Coordinator 615 Sheridan St Port Townsend, Washington 98368 Email: dfountain@co.jefferson.wa.us Phone: (360) 385-9444
Authorized Signatory	Heidi Love Eisenhour County Commissioner 615 Sheridan St Port Townsend, Washington 98368 Email: heisenhour@co.jefferson.wa.us Phone: (360) 385-9444

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Agreement No: TCPIPG-2123-JcCoPH-00039

Project Title: Chimacum Creek Cleanup and Restoration

Recipient Name: Jefferson County Public Health

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains 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 modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: DocuSigned by: Barry Rogowski 6/28/2022
0A0C6B7E6E60424...

Barry Rogowski Date
Toxics Cleanup
Program Manager

Template Approved to Form by
Attorney General's Office

Jefferson County Public Health

By: Heidi Eisenhour 6/21/22

Heidi Eisenhour Date
Commissioner

APPROVED AS TO FORM ONLY:

By: Philip C. Hunsucker June 8, 2022
Philip C. Hunsucker Date
Chief Civil Deputy Prosecuting Attorney

State of Washington Department of Ecology

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Agreement No:

TCPIPG-2123-JeCoPH-00039

Project Title:

Chimacum Creek Cleanup and Restoration

Recipient Name:

Jefferson County Public Health

SCOPE OF WORK

Task Number: 1

Task Cost: \$7,000.00

Task Title: GRANT AND PROJECT ADMINISTRATION -J008

Task Description:

This task funds the RECIPIENT's eligible direct costs ECOLOGY deems reasonable and necessary to administer the grant and manage project activities. Examples of eligible activities includes costs necessary to:

- Perform Public Involvement Activities: Plan and hold meetings and communications with the public, consultants/contractors, or ECOLOGY not billed under another task.
- Procure and manage consultants and construction contractors.
- Manage the grant, develop, and maintain grant files.
- Prepare and submit payment requests, and progress reports, or other reports required by ECOLOGY.
- Conduct, coordinate, and schedule project activities described in the ECOLOGY approved scope of work.
- Purchase services, supplies, and tools.
- Conduct research or studies relevant to multiple tasks.
- Manage scientific Data, including Environmental Information Management System (EIM) submissions.

TRAVEL AND PER DIEM: ECOLOGY will reimburse travel costs at the state per diem rate in effect when the costs were incurred. Any costs incurred over the state rate will not be reimbursed under the grant. The RECIPIENT may bill costs related to vehicle usage at the state approved mileage rate. Any other motor pool costs, such as the cost of parking the RECIPIENT's vehicles at their own office, purchasing, or maintaining vehicles are considered part of overhead and may not be direct billed to this grant.?

BACKUP DOCUMENTATION: All backup documentation, whether recipient staff costs, prime contractor or subcontractor, and regardless of the contracting mechanism (lump sum or time and materials) must include the day worked, the hours, the rate of pay, total cost, and the activity being performed.

Task Goal Statement:

To manage the grant and project, and complete all administrative documentation and billings in accordance with accounting standards, the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

Task Expected Outcome:

Project documentation will be properly developed and maintained in accordance with the terms and conditions of the grant, and the Administrative Requirements for Recipients of Ecology Grants and Loans Managed in EAGL.

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Agreement No: TCPIPG-2123-JeCoPH-00039

Project Title: Chimacum Creek Cleanup and Restoration

Recipient Name: Jefferson County Public Health

Recipient Task Coordinator: Debbie Fountain

GRANT AND PROJECT ADMINISTRATION -J008

Deliverables

Number	Description	Due Date
1.1	Quarterly grant payment requests/progress reports (PR/PR) with proper documentation.	

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Project Title: Chimacum Creek Cleanup and Restoration

Recipient Name: Jefferson County Public Health

SCOPE OF WORK

Task Number: 2

Task Cost: \$113,000.00

Task Title: SITE INVESTIGATIONS -J003

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform remedial site investigations consistent with the scope of work in the ECOLOGY approved work plan for the Site. This task includes the review of documents related to prior environmental investigations at the site to determine if there are any data gaps. If data gaps are identified, RECIPIENT eligible costs would include the development of sampling and analysis plan, sampling and analysis costs, identification and testing of potential sources of contamination (including hazardous building materials), surveying/mapping, data management, reports, and RECIPIENT staff costs for these activities not billed under the Grant and Project Administration task.

RECIPIENT shall review existing Phase I and II Environmental Site Assessment components, identify data gaps, conduct supplemental sampling as necessary to complete the ESA and subsequent remedial investigation, and provide a written report to ECOLOGY that documents the results.

RECIPIENT shall prepare a draft investigation work plan and submit to ECOLOGY for approval before implementing the plan.

RECIPIENT shall prepare a draft sampling plan and submit to ECOLOGY for approval before implementing the plan. Eligible costs also include activities associated with compliance with archaeological and cultural resource requirements.

Task Goal Statement:

To compile Site information and conduct field investigations that may include sampling to adequately characterize the nature and extent of contamination at the Site to enable the development and evaluation of alternatives for the cleanup of the Site if required.

Task Expected Outcome:

The results of the Site investigations are documented in a report that can be used to aid the development and evaluation of any required cleanup alternatives for the Site.

State of Washington Department of Ecology

Agreement No: TCPIPG-2123-JcCoPH-00039

Project Title: Chimacum Creek Cleanup and Restoration

Recipient Name: Jefferson County Public Health

Recipient Task Coordinator: Tami Pokorny

SITE INVESTIGATIONS -J003

Deliverables

Number	Description	Due Date
2.1	Environmental Investigation Work Plan.	
2.2	Sampling and Analysis Plan	
2.3	Site Characterization and Remedial Investigation Report	
2.4	Phase I and Phase II ESA	

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Agreement No:

TCPIPG-2123-JeCoPH-00039

Project Title:

Chimacum Creek Cleanup and Restoration

Recipient Name:

Jefferson County Public Health

SCOPE OF WORK

Task Number: 3

Task Cost: \$20,000.00

Task Title: FOCUSED FEASIBILITY STUDY - J004

Task Description:

This task funds the RECIPIENT's eligible costs ECOLOGY deems reasonable and necessary to plan and perform an analysis of the feasibility of potential cleanup options identified for the Site during remedial site investigation activities. This work must be consistent with the scope of work approved by the Ecology Project Manager for the Site.

Eligible costs may also include pilot tests, treatability studies, stormwater source control engineering studies, Environmental Impact Statements, data management, public involvement, and RECIPIENT staff costs related to these activities not billed under the Grant and Project Administration task.

Opportunities for cost savings and efficiencies between cleanup and redevelopment may be identified as part of the evaluation of cleanup alternatives.

If adequate funding remains in the agreement at completion of the focused feasibility study, the RECIPIENT may develop a draft cleanup action plan. Deliverable 3.1 the focused feasibility study is the primary deliverable. Deliverable 3.2, the draft cleanup action plan is not required but is listed as an option.

Task Goal Statement:

The results of the Focused Feasibility Study are documented in a report and adequate information has been provided so a cleanup action can be selected as needed.

This will include conducting a boundary and topographic survey, a wetlands evaluation, cultural survey and assessment, drainage study, the preparation of a SEPA Environmental checklist, and obtaining a FEMA elevation certificate; and costs associated with land-use reviews and permits.

Task Expected Outcome:

The results of the Focused Feasibility Study are documented in a report and adequate information has been provided so necessary cleanup actions can be selected. A draft cleanup action plan may be developed if adequate funding remains in the agreement following the completion of the focused feasibility study.

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Agreement No: TCPIPG-2123-JeCoPH-00039

Project Title: Chimacum Creek Cleanup and Restoration

Recipient Name: Jefferson County Public Health

Recipient Task Coordinator: Tami Pokorny**FOCUSED FEASIBILITY STUDY - J004****Deliverables**

Number	Description	Due Date
3.1	Focused Feasibility Study	
3.2	Draft Cleanup Action Plan (DCAP)	
3.3	Boundary and topographic study	
3.4	Wetlands Evaluation	
3.5	SEPA Checklist	

State of Washington Department of Ecology

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Agreement No: TCPIPG-2123-JcCoPH-00039

Project Title: Chimacum Creek Cleanup and Restoration

Recipient Name: Jefferson County Public Health

SCOPE OF WORK

Task Number: 4

Task Cost: \$60,000.00

Task Title: INTEGRATED PLANNING ACTIVITIES -J011

Task Description:

This task funds RECIPIENT integrated planning activities ECOLOGY deems reasonable and necessary to complete needed economic assessments, planning, and development of implementation strategies for the redevelopment of the Site.

Eligible costs may include:

- Review of reports and technical documents related to the site assessment process;
- Technical communications between the RECIPIENT, their contractors, potentially liable parties, and ECOLOGY;
- Economic impact research and evaluations;
- Conceptual economic impact model;
- Right-of-way analysis for site configuration;
- Conceptual site plan;
- Building condition assessment;
- GIS analysis;
- Boundary and topographic survey;
- Stakeholder interviews, surveys, and meetings;
- Community Involvement/outreach, such as open house forums to solicit comments on plans and technical documents;
- Development and funding strategies;
- Regulatory assessment;
- Policy recommendations.

The RECIPIENT shall:

- Consult and coordinate with the ECOLOGY project manager in the development of consultant scopes of work for activities under this task;
- Provide ECOLOGY with copies of all draft and final technical documents, plans, reports, data and analyses, GIS models, communication materials, public information materials, web page content, open house agendas, surveys and the results, and any other deliverables developed or funded under this task;
- Provide ECOLOGY the advanced notice of community events or meetings about the grant funded work; and
- Verify the eligibility of costs with the ECOLOGY grant financial manager. Costs not approved by the ECOLOGY grant financial manager may not be reimbursed under this grant.

Costs for remedial actions that are the responsibility of potentially liable parties are not grant eligible.

Costs for technical, advertising, and communications materials not approved by ECOLOGY may not be reimbursed under this grant.

Task Goal Statement:

To complete an integrated planning study. This will include site specific environmental information to guide property reuse. This could include conducting community and stakeholder engagement on the cleanup and restoration of the site, developing funding strategies, developing outreach material on the redevelopment/conservation plan, the development of a site conceptual plan and costs associated with land-use reviews and permits.

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Agreement No: TCPIPG-2123-JoCoPH-00039

Project Title: Chimacum Creek Cleanup and Restoration

Recipient Name: Jefferson County Public Health

Task Expected Outcome:

An integrated planning study will be completed that guides redevelopment of the property. This will include a summary report on any Community or Stakeholder engagement.

Recipient Task Coordinator: Tami Pokorny

INTEGRATED PLANNING ACTIVITIES -J011

Deliverables

Number	Description	Due Date
4.1	Integrated Planning Implementation Strategy Report.	

Agreement No: TCPIPG-2123-JeCoPH-00039
Project Title: Chimacum Creek Cleanup and Restoration
Recipient Name: Jefferson County Public Health

BUDGET

Funding Distribution EG220686

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title:	Chimacum Creek - IPG	Funding Type:	Grant
Funding Effective Date:	06/01/2022	Funding Expiration Date:	06/30/2023
Funding Source:			

Title: Model Toxics Control Capital Account (MTCCA)

Fund: FD

Type:	State
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Funding Source %: 100%

Description: Remedial action grants and loans are provided to local governments in Washington State to facilitate the cleanup of publicly owned lands contaminated with hazardous substances. Grants or Loans offered include those for initial investigations, independent cleanups, cleanups conducted under order or consent decree, safe drinking water actions, areawide groundwater investigations, and integrated planning activities. The remedial action grant and loan program was created by the Model Toxics Control Act (MTCA), Chapter 70.105D RCW. MTCA directed Ecology to adopt rules for grant and loan issuance and performance. Those rules are in Chapter 173-322A WAC, Remedial Action Grants and Loans. Funds for remedial action grants and loans come from a tax on hazardous substances. MTCA directs 25% of the tax revenue into the Model Toxics Control Capitol Account (MTCCA) and in some cases capital bond funds are provided to increase available grant funding.

Approved Indirect Costs Rate:	Approved State Indirect Rate: 25%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No
Is this Funding Distribution used to match a federal grant?	No

State of Washington Department of Ecology

Agreement No: TCPIPG-2123-JeCoPH-00039

Project Title: Chimacum Creek Cleanup and Restoration

Recipient Name: Jefferson County Public Health

Chimacum Creek - IPG	Task Total
GRANT AND PROJECT ADMINISTRATION -J008	\$ 7,000.00
SITE INVESTIGATIONS -J003	\$ 113,000.00
FOCUSED FEASIBILITY STUDY - J004	\$ 20,000.00
INTEGRATED PLANNING ACTIVITIES -J011	\$ 60,000.00

Total: \$ 200,000.00

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 Project Title: Chimacum Creek Cleanup and Restoration
 Recipient Name: Jefferson County Public Health

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Chimacum Creek - IPG	0.00 %	\$ 0.00	\$ 200,000.00	\$ 200,000.00
Total		\$ 0.00	\$ 200,000.00	\$ 200,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

Any current or future work included in this Agreement will be subject to cultural resources review by ECOLOGY in accordance with any and all applicable cultural resources laws and regulations.

Any field activities potentially impacting cultural resources, will be subject to ECOLOGY's review, in consultation with the Department of Archaeology and Historic Preservation, and affected tribes, to assess actions which may directly and indirectly affect precontact (archaeological) and historic archaeological sites, historic buildings and structures, traditional cultural places, sacred sites, or other cultural resources. Field activities cannot begin until the cultural review has been completed, in situations when the activities were performed prior to ECOLOGY's review the field activities' costs may not be eligible for reimbursement.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

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

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 Recipient Name: Jefferson County Public Health

declared ineligible, or voluntarily excluded from participation in this covered transaction.

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

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232

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<<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <<https://sam.gov/SAM/>> exclusion list.

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Agreement No: TCPIPG-2123-JeCoPH-00039

Project Title: Chimacum Creek Cleanup and Restoration

Recipient Name: Jefferson County Public Health

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
 - * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) 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.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will 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.

To the extent that the Constitution and laws of the State of Washington permit, each party will 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.

15. INDEPENDENT STATUS

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

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16. KICKBACKS

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

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF 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) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

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- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY 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.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. 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 intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY 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.

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22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder. RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY 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 (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. 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.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

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27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY 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 ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

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

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

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.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or 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 ECOLOGY.

End of General Terms and Conditions