



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

# **Freshwater Algae Program Grant Guidelines**

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Revised September 2012  
Publication no. 07-10-076

## Publication and Contact Information

This report is available on the Department of Ecology's website at <https://fortress.wa.gov/ecy/publications/SummaryPages/0710076.html>

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# **Freshwater Algae Program Grant Guidelines**

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*by  
Kathy Hamel*

Revised September 2012 by Lizbeth Seebacher

Water Quality Program  
Washington State Department of Ecology  
Olympia, Washington

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# Chapter 1 The Freshwater Algae Program

## What is the Freshwater Algae Program?

In 2005, the Washington State Legislature established funding for the Freshwater Algae Program (FAP) through an annual one-dollar license fee assessed to the owners of boats. This program includes elements for public education, technical assistance, and grants (see Appendix A for enabling legislation).

The FAP provides financial and technical assistance to local and state governments, tribes, and special purpose districts to prevent and control excessive freshwater algae growth.

## What are algae?

Algae are primitive, primarily aquatic, one-celled or multicellular plant-like organisms that lack true stems, roots, and leaves but usually contain chlorophyll. Algae can be found in both marine and freshwater, but FAP focuses on freshwater algae. Generally the amount of phosphorus controls the amount of algae found in a freshwater lake or water body. Algae grow rapidly when they have adequate nutrients, sunlight, pH, and temperature. Within only a few days, a clear lake can become cloudy with algae. When an algal species reproduces rapidly and reaches high concentrations, it is called an algae bloom.

Algae are important to the productivity of a lake or water body, but excessive growth can cause economic, environmental, and public health problems. The FAP focuses on blue-green algae (also known as cyanobacteria), because they can produce toxins that pose a threat to humans and animals. For more information about algae, see the Freshwater Algae Program website at: [www.ecy.wa.gov/programs/wq/plants/algae/index.html](http://www.ecy.wa.gov/programs/wq/plants/algae/index.html)

Ecology's financial assistance will target projects involving the treatment of lakes in which harmful algal blooms have occurred within the past three years. Projects dealing with potentially toxic blue-green algal species will generally receive funding priority over projects dealing with other algal species, such as filamentous green algae.

## Who can apply?

Ecology will accept applications for FAP grants from state agencies, cities, counties, tribes, and special purpose districts to fund projects to prevent, remove, reduce, or manage excessive freshwater algae growth. Federal agencies are not eligible for funding.

## How much money is available?

Funding amounts depend on the number of boats registered during any given year, but generally \$250,000 per year is collected. Some of the funds are used for technical assistance, public education programs, and an algae identification and toxicity testing program. Additionally, a portion of the funds available will be set aside from this account for the Saltwater Algae Program to “manage and study excessive saltwater algae with an emphasis on the periodic accumulation of sea lettuce on Puget Sound beaches” according to RCW 43.21A.667 (<http://apps.leg.wa.gov/rcw/default.aspx?cite=43.21A.667>) approximately \$150,000 is available for grants in each year, subject to legislative appropriation.

## How are the guidelines organized?

The FAP Guidelines describe the funding process in chronological order, starting with general information, then application assistance, and finally guidance for financial management once Ecology awards a grant. Applicants for grants are encouraged to read these guidelines before applying for funds.

Obtain additional copies of the guidelines, application forms, and further information about the Freshwater Algae Program from:  
Lizbeth Seebacher

Water Quality Program  
Department of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600  
Telephone: 360-407-6938; E-mail address: [lsee461@ecy.wa.gov](mailto:lsee461@ecy.wa.gov)

Or from Ecology’s website at [www.ecy.wa.gov/programs/wq/plants/algae/index.html](http://www.ecy.wa.gov/programs/wq/plants/algae/index.html).



# Chapter 2 How the Freshwater Algae Program Works

## The annual funding cycle

The FAP has a yearly funding cycle for algae management projects. The annual application period officially begins October 1 and closes on or about November 15 of each year. Ecology distributes a public announcement about the funding cycle and the amount of money available approximately 30 days prior to the start of the application period.

Ecology evaluates grant applications according to criteria established in these guidelines. A list of projects proposed for funding will be made available approximately two months after the application deadline.

Once Ecology makes grant offers, it generally takes three to six months to negotiate a final grant agreement. Applicants have up to one year from the date of the offer letter to negotiate an agreement.

Recipients are expected to proceed in a timely manner. Algae projects must be completed within two years from the date of the offer letter. The Ecology project manager may extend a project up to complete required tasks.

The annual funding allocation for general aquatic weed management activities is approximately two-thirds of the available grant funds. The total amount of grant funds available each year will vary but is expected to be about \$150,000 per year—subject to legislative appropriation and available funds.

## General project requirements

Applicants should demonstrate that their projects will prevent or control excessive growth of freshwater algae in lakes, rivers, or streams and address the cause of the algal blooms. Ecology gives funding priority to projects on lakes where harmful algal blooms have occurred within the past three years. Projects with potentially toxic blue-green species like anabaena or microcystis will receive funding priority over projects with other algal species such as filamentous green algae.

*\*Previously funded objectives:* Ecology considers FAP grants to be seed money helping to pay for initial projects that will be continued with local funds. We also want to make the money go as far as possible. To achieve these purposes, lower funding priority will be given to projects where state grants have been previously awarded for the same project.

## Maximum grant amounts

Limits have been set on the size of grants that are available.

- The maximum grant amount for freshwater algae program grants is \$50,000 (\$66,667 total eligible project cost).

## Maximum grant amounts per grant recipient

Ecology limits the amount of funds available to grant recipients during each funding cycle. The maximum grant amount per grant recipient per funding cycle is \$50,000.

## Local match requirements

Grant recipients are required to provide matching funds for Freshwater Algae Program grants. Projects will be funded at 75 percent state share and 25 percent local share.

Match can consist of any combination of cash, interlocal costs, or in-kind contributions.

## Eligible activities

Eligible activities include, but may not be limited to the following:

- Education and outreach
- Freshwater algae control and management
- Freshwater algae management plans
- Freshwater algae monitoring programs
- Freshwater algae pilot projects
- Freshwater algae research
- Freshwater algae sampling equipment
- Nutrient reduction activities

Projects on any public or private lake, river, or stream are eligible for funding.

## Ineligible projects

*Activities not eligible for FAP funds include:* The development of Phase I Lake Restoration Plans, dredging projects, and activities or education efforts relating to marine or estuarine algae (see saltwater algae funding on the same website). These types of projects may be eligible for financial assistance under other state and federal grant and loan programs administered by Ecology. These funding sources include the Centennial Clean Water Fund, the Washington State Water Pollution Control Revolving Fund Program (loans), and the Clean Water Act Section 319 Nonpoint Source Program. Contact Ecology if you are not certain about the eligibility of your proposed project.

# Chapter 3 How to Apply for Freshwater Algae Projects

## Application for freshwater algae projects

The Freshwater Algae Program has a yearly funding cycle for freshwater algae projects. Ecology accepts applications for these projects only during the annual funding cycle that opens October 1 and closes on November 15.

Eligible applicants should request an application packet from Ecology or download an application at: [www.ecy.wa.gov/programs/wq/plants/algae/grants/index.html](http://www.ecy.wa.gov/programs/wq/plants/algae/grants/index.html).

The grant application consists of two parts. Part one requests the applicant to provide general information including funds requested and the project location. Part two requests the applicant to provide detailed information about the project. Ecology uses part two of the application to evaluate the project.

The applicant should submit one digital and one hard copy of the application for evaluation purposes. The hard copy of the application must be an original with an original signature of a person authorized to sign on behalf of the applicant. Ecology must receive these applications by the application deadline. The deadline is close of business by the date specified in the application packet (generally November 15th). The applicant must deliver the applications (by hand, mail, or package delivery service) to Ecology's headquarters building in Lacey. Ecology cannot accept applications by fax, the digital copy of the application can be sent to Lizbeth Seebacher at [lsee461@ecy.wa.gov](mailto:lsee461@ecy.wa.gov). Also, applications must not be delivered to the Ecology regional offices.

Our mailing address for the hard copy is:

Lizbeth Seebacher  
Water Quality Program  
Department of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600

If you plan to hand deliver your application, our location is:

Water Quality Program  
Department of Ecology  
300 Desmond Drive  
Lacey, WA

See Appendix D for driving directions to the Ecology Headquarters Building.

# Project proposal

The project proposal should answer the following questions or include the following elements:

1. Which water body or water bodies are being targeted for action? The applicant must include a map of the targeted water body with the application.
2. What are the algae species (or algae types) targeted for action?

*Ecology gives funding priority to projects targeting potentially toxic blue-green algae (cyanobacteria).*

3. If this is a control project, has the water body experienced a toxic cyanobacterial bloom within the past three years? Provide verification from a local health district.
4. How are the algae impacting the targeted water body or water bodies—or what is the potential of the algae to impact the targeted water body or water bodies; and how will this project benefit the public?

*Impacted uses could include loss of or impacts to: recreation: swimming, boating, fishing, hunting; fisheries, wildlife, and waterfowl uses; commercial uses like drinking water supply; and aesthetics.*

*Ways of describing public benefits may include discussing the numbers of swimmers using the public swimming beaches, the number and types of public boat access points, the number and types of organized activities such as sailing races, water-skiing events, number of fishing days, etc. Public benefits may also include a commitment by the applicant that they will distribute information about the project to others.*

5. What are the project goals? What will you accomplish by undertaking this project?
6. How will you achieve your project goals? Discuss and describe specific methods you will use.
7. Does this project have statewide or regional significance?

*Examples of statewide significant projects include: Public education projects with a regional or statewide target audience; projects that demonstrate new freshwater algae control techniques (pilot projects); projects that commit to disseminating information about the project or project methods to a regional or statewide audience (demonstration projects); and projects conducted in water bodies of statewide significance.*

8. Who are the key people who will make this project a success?

*Key personnel can include experienced staff and key citizen or volunteer personnel who will assist with and/or provide input to the project. Please list the people who will actually lead or work on the project. Note their commitment to the project and any special skills they bring to the endeavor.*

9. Do you have local citizen support for the project — especially support of citizens who live on, use, or have an interest in controlling algae in the water body?

*Local interest may be shown by the establishment of a continuing funding source such as a lake management district, by publication of newsletters, public meetings, or volunteers willing to devote time to this project, etc.*

10. What is the long-term commitment to this project? Are the applicant and lake or river residents prepared to continue implementation of long-term objectives without grant support?
11. Explain why you think this project will be successful. How will you evaluate success?
12. Provide a detailed project budget and a timeline for project completion.

## **Project evaluation**

As Ecology reviews each project proposal, we look for projects that prevent or control excessive growth of freshwater algae. Funding priorities include:

1. Projects on lakes where harmful algal blooms have occurred within the past three years will receive the highest funding priority.
2. Projects dealing with potentially toxic blue-green algae. These projects have higher funding priority than projects involving other freshwater algae, such as filamentous green algae.
3. High quality pilot or education projects.
4. Projects never before funded under FAP funding will have priority over projects previously funded through FAP.

In part two of the application, each applicant is asked to provide a project overview and describe the specific results that they will achieve if Ecology funds the project. The applicant must demonstrate this by:

- Showing that they based their proposed methods on a sound understanding of the problem.
- Demonstrating that they have available staff with the skills required to complete the project successfully.
- Assessing whether they can achieve the proposed results.

## **Selection process**

### **Eligibility review**

Ecology will not accept any additional or revised project information after the application deadline, but may request clarification of budget or eligibility information. After the close of the application period, Ecology staff review the applications to determine if the proposed projects meet general eligibility criteria. They may contact applicants or other state or local agencies to clarify or verify information contained in or referenced in an application. If a proposed project does not appear to meet these criteria, Ecology will notify applicants of their potential

disqualification. Applicants will have two weeks from notification to submit a request for reconsideration with an explanation to demonstrate that their project meets eligibility criteria.

### **Project proposal evaluation**

Freshwater algae and water quality specialists from Ecology regional and headquarters offices review and evaluate FAP grant applications. The information contained in the grant application is the basis on which the project is reviewed and evaluated. If Ecology funds the project, the scope of work in the grant agreement will be based on information from the application.

Ecology may withdraw the funding offer if the applicant proposes major changes to the scope of work during the negotiation process. Ecology will offer funding to applicants for high priority projects based on the availability of funds.

### **Funding list**

Ecology will develop a final offer list after staff review and evaluate all eligible applications. Ecology's Water Quality Program Manager approves and issues the list approximately two months after the application deadline. Ecology will send a grant offer letter to the applicant within 15 days of the date of the funding list. The letter identifies any special grant conditions and the project manager who is responsible for negotiating the grant agreement. Grant offers are effective for one year from the date of the offer letter. Ecology will consider that a recipient who is unable to negotiate a signed grant agreement during this time to have declined the grant offer.

# Chapter 4 Developing a Grant Agreement

## Developing and signing agreements

Ecology will notify the recipient by telephone and letter when a project is proposed for funding on a final offer list. The Ecology project manager will develop a draft grant agreement based on the scope of work in the grant application. The project manager and the recipient will confer by phone or in a work session to resolve concerns, refine the draft scope of work, and discuss the grant requirements and the budget. Both parties will finalize the grant agreement after they concur on an appropriate scope of work, schedule, eligible costs, and other details. *There is always a requirement for a final project report in FAP grant agreements, and educational activities are encouraged. If the proposed project uses aquatic herbicides, monitoring will be required to comply with the National Pollutant Elimination Discharge System (NPDES) permit.*

After concurrence on the draft agreement, Ecology routes the agreement through an internal review process. If reviewers make substantial changes during this process, the recipient has an opportunity to review these changes before Ecology finalizes the grant agreement. Once the grant has undergone the Ecology review process, the recipient receives three copies of the grant agreement for signature. The recipient's authorized representative signs and dates all three copies and returns them to Ecology's project manager. Ecology's Water Quality Program Manager then signs all three copies. The agreement becomes effective only after Ecology signs the agreement. The project manager returns one signed original to the recipient.

By signing an agreement and accepting the terms and conditions of a grant, an applicant agrees to comply with all of the applicable state and local statutes, regulations, orders, permits, the FAP guidelines, and the general terms and conditions of the grant agreement. The recipient may have to comply with other conditions, including, but not limited to, environmental review, procurement, discrimination, labor, job safety, drug-free environments, and anti-lobbying requirements. Recipients must also comply with the state regulations governing minority- and women-owned business enterprises (MBE/WBEs).

## Prior authorization

Ecology recognizes that under certain circumstances, it may be necessary to commence work on a project in advance of a signed and executed grant agreement. In addition, various projects may be required to meet certain environmental conditions or may be bound through permit requirements to proceed by a certain date. Under such circumstances and by written request of the applicant, Ecology may provide the applicant written authority to incur expenses that could be grant eligible.

Ecology will not release funds until a grant agreement is signed. Costs incurred prior to the effective date of the written notification of prior authorization from Ecology (the prior authorization date) will be the sole responsibility of the recipient. Until the recipient signs a grant agreement, it must assume responsibility for costs incurred, as there is no guarantee by

Ecology that a grant will be awarded. Any work performed by the recipient that is not consistent with the conditions specified in Ecology's prior authorization letter and all other applicable criteria, will not be eligible for grant funds.

## **Important dates in agreements**

The grant agreement becomes effective on the date that Ecology's Water Quality Program Manager signs the agreement, unless otherwise stated in the agreement. Any costs incurred before this *effective date* are not eligible for reimbursement unless the recipient obtains prior authorization in writing from Ecology. If the recipient does not begin work on the funded project within four months of the effective date (or another mutually acceptable start date), Ecology reserves the right to terminate the agreement.

The *expiration date* is the date the grant is no longer in effect. Both parties negotiate this date as part of the grant agreement. The recipient should complete all required work before this date. Costs incurred after the expiration date are not eligible for reimbursement unless Ecology extends this expiration date by an amendment. Recipients must complete algae projects within two years from the date of the offer letter. The Ecology project manager may extend a project to complete required tasks.

## **Amendments to agreements**

All modifications and changes to grant agreements and scopes of work must be established in writing as amendments to the agreement. This can be done only through a formal or letter amendment as described in Administrative Requirements for Ecology Grants and Loans, available on the internet at <https://fortress.wa.gov/ecy/publications/summarypages/9118.html>, or from your project manager.



# Chapter 5 General Guidance

## Local match requirements

The recipient must match state grant funds with local funds. Local match may be cash, a grant or loan from another source, or in-kind contributions such as local volunteer time or donated materials. The cost of goods and services provided to a recipient by another eligible local government under the terms of an interlocal agreement is also eligible for local match. Please refer to the *Administrative Requirements for Ecology Grants and Loans*.

Algae project matching requirements are 75 percent state share and 25 percent local share. For all projects, the match can be any combination of cash, in-kind contributions, or interlocal costs (considered a form of in-kind).

## In-kind contributions

In-kind contributions must meet the requirements explained in *Administrative Requirements for Ecology Grants and Loans*. In addition, in-kind contributions are subject to the following limits:

- In-kind contributions must relate directly to the funded activity.
- In-kind contributions are limited to time, material, or real or personal property donated to the grant recipient to fulfill project requirements.
- Volunteers may donate time at Ecology's accepted in-kind rate (\$15.00 per hour for adults and minimum wage for volunteers 18 and under).
- Volunteered time from individuals receiving compensation through the grant does not count as an in-kind contribution.
- The recipient must fully document in-kind contributions.
- The recipient must report in-kind contributions on the Contributed Services Report Forms (or equivalent form), available from Ecology.

## Interlocal agreements

Contributions from another public body may be eligible for grant participation if there is a signed interlocal agreement. The recipient may use salaries and benefits paid by the contributing public body as cash match to the grant. All indirect rates associated with the contributed salaries and benefits and other costs are ineligible for grant participation. By signing the grant agreement, the recipient certifies that all negotiated Interlocal Cost Agreements and Interlocal Agreements are consistent with the grant agreement terms and conditions and Chapter 39.34 RCW, Interlocal Cooperation Act. To be eligible, interlocal costs must meet the conditions specified in *Administrative Requirements for Ecology Grants and Loans*.

## **Procuring goods and services**

The grant recipient is responsible for the procurement of goods and services in a manner consistent with all applicable federal, state, and local laws, orders, regulations, and permits including those related to discrimination, labor, job safety, and the state regulation for minority- and women-owned business. Ecology requirements for procurement are contained in *Administrative Requirements for Ecology Grants and Loans*. By signing the grant agreement, the recipient certifies that they procured all consulting and personal services in accordance with Chapter 39.80 RCW, *Contracts for Architectural and Engineering Services*, and other applicable state laws and regulations. Recipients must submit a copy of the final signed consultant/engineering contract to the project manager. The project manager will review the contract for eligibility and consistency with the grant requirements.

## **Public awareness**

Recipients are encouraged to inform the public about the project and the participation of Ecology in the project through project signs, the media, or other public announcements. Announcements usually include the goals of the project, total cost, and the involvement of Ecology.

## **Appeals process**

Once both parties sign the grant agreement and work begins, the recipient may appeal a written decision by an Ecology project manager through a formal appeals process. The recipient must file an appeal in writing with the Ecology Water Quality Program Manager within 30 days from the date of Ecology's final written decision on the issue. The Water Quality Program Manager will appoint an appeals panel and the members of the panel will address the issue. Ecology's appeal determination is final and conclusive. The recipient must file any appeal of Ecology's final determination in the Superior Court of Thurston County.

Following a final decision of a dispute, Ecology and the recipient will proceed with the project in accordance with the decision rendered. Administrative or legal costs and other expenses incurred as part of an appeal will not be eligible for reimbursement under the grant.

The project manager can provide further details of the appeal process.

# Chapter 6 – Financial Management and Administration of Grants

Grant recipients must comply with all applicable federal, state, and local statutes, ordinances, orders, regulations, and permits including those related to discrimination, labor, job safety, and applicable provisions of the state or federal regulations for minority- and women-owned businesses. Recipients must also secure any necessary permits required by authorities having jurisdiction over the project and must provide documentation to Ecology upon request.

All grant recipients are required to maintain accounting records in accordance with generally accepted government accounting standards. These standards include those contained in the most recent editions of the United State General Accounting Office publication, *Standards for Audit of Government Organizations, Programs, Activities, and Functions*, and *Administrative Requirements for Ecology Grants and Loans*. In addition, grant recipients are required to maintain an accounting system which can track project expenditures separately from general local government expenses.

Ecology may conduct periodic administrative reviews of funded projects to evaluate a recipient's records and accounting systems. These reviews are intended to verify that eligible and ineligible costs have been documented for audit and that recipients are complying with applicable state statutes, regulations, and requirements (including special grant conditions).

## Grant disbursements and payments

Payments are disbursed as costs are incurred. Recipients will submit requests for payment at least annually, but not more than monthly, except in exceptional circumstances.

Payment requests and progress reports

All payment requests must follow the procedures described in Administrative Requirements for Ecology Grants and Loans. Payment request forms are available online or from Ecology's project manager.

Recipients are to submit progress reports semi-annually, unless otherwise established in the grant agreement. The progress reports will cover the periods of January to June and July to December. Progress reports are due 15 days after the end of the reporting period (July 15 and January 15).

In addition to a description of the progress made, the progress report should describe any problem, delay, or adverse condition that will affect the objectives, time schedule, or tasks. The recipient should include a statement of the corrective or compensatory actions taken or proposed, and they should identify any Ecology assistance that may be needed.

## Payment holds or termination

If a recipient does not satisfy all conditions contained in the agreement, Ecology may withhold payment, decrease the agreement by an amount proportionate to the incomplete work, or

terminate the agreement. Following termination, Ecology may require the recipient to repay all or a portion of the funds dispersed.

Termination may also result in a financial settlement, reflected in an amendment to the grant agreement. In such a settlement, the recipient must demonstrate to Ecology's satisfaction that a specific portion of the project's agreed upon scope of work was accomplished. The Water Quality Program Manager must issue a written notice of termination at least five working days prior to the effective date of the termination.

# Freshwater Algae Program Glossary

## *Applicant*

A project sponsor – must be a city, county, state agency, conservation district, tribe, or special purpose district. Lake management districts are not eligible to receive grant funds directly.

## *Control*

To manage the problems caused by freshwater algae.

## *Effective date*

The grant agreement becomes effective on the date that the Water Quality Program Manager signs the agreement, unless otherwise stated in the agreement.

## *Eligible cost*

The portion of the cost of activities financed under the provisions of these guidelines.

## *Freshwater*

Any non-marine or non-estuarine surface water.

## *Freshwater algae*

Algae are primitive, primarily aquatic, one-celled or multicellular plant-like organisms that lack true stems, roots, and leaves but usually contain chlorophyll. Both marine and freshwater algae exist, but the FAP focuses on freshwater algae.

## *Grant agreement*

A contractual arrangement between a public body and Ecology that includes an approved scope of work, total project cost, set grant percentage, eligible costs, budget, and a schedule for project completion (in addition to other requirements).

## *Indirect costs*

Costs that benefit more than one activity of the recipient and not directly assigned to a particular project objective. For example: insurance, operating supplies, and utility services. Some portion of these costs may be eligible for reimbursement. Please refer to Administrative Requirements for Ecology Grants and Loans.

## *In-kind contributions*

Property or services that benefit a project and are contributed to the recipient without direct monetary compensation. For example: volunteer hours or equipment donated for a project.

## *Lake restoration*

Any action taken to prevent lake deterioration or return a lake system to an unimpaired state or condition.

*Local share or match*

Local match is the percentage of costs that the recipient contributes to the project, including actual cash, interlocal, and in-kind contributions. For FAP projects, recipients must contribute 25 percent of the total project cost. The state contributes 75 percent.

*Offer list*

List of projects prioritized for receiving financial assistance from the FAP.

*Pilot project*

Pilot projects involve innovative algae or nutrient control technologies that have statewide or regional significance. Pilot projects may also consist of a trial of several conventional control techniques or combinations to see what works best for a particular algal species or has the least environmental impact.

*Prevent*

To deter the excessive growth of freshwater algae.

*Prior Authorization to incur costs*

A written agreement between Ecology and the grant recipient authorizing the recipient to begin incurring costs related to a grant for which there is not yet a signed agreement.

*Prior authorization date*

The date specified in a letter from Ecology authorizing the recipient to begin incurring costs related to a grant for which there is not yet a signed agreement.

*Project*

A freshwater algae management activity for which a grant is awarded by Ecology.

*Project expiration date*

The last date that the recipient can incur grant-eligible costs. The recipient must complete all items identified in the scope of work by this date. Ecology will not consider costs incurred after the expiration date as being eligible.

*Project manager*

Ecology assigns a project manager to oversee each grant project. The project manager provides technical assistance, helps negotiate the grant agreement with the recipient, and manages the communications and administration of the grant agreement.

*Public body*

The state of Washington or any state agency, county, city or town, conservation district, special purpose district, or tribe.

*Scope of work*

A detailed description of the project, including measurable objectives useful for determining successful completion. Both Ecology and the recipient negotiate the scope of work.

*Total project cost*

The sum of all costs associated with a freshwater algae management project including costs that are not eligible for grant funding.

*Total eligible project cost*

The sum of all costs associated with a freshwater algae management project that has been determined to be eligible for grant funding.

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# Appendix A. Enabling Statutes

## RCW 43.21A.667

Freshwater aquatic algae control account — Freshwater aquatic algae control program —  
Reports to the legislature.

- (1) The freshwater aquatic algae control account is created in the state treasury. Moneys directed to the account from RCW 88.02.050 must be deposited in the account. Expenditures from the account may only be used as provided in this section. Moneys in the account may be spent only after appropriation.
- (2) Funds in the freshwater aquatic algae control account may be appropriated to the department to develop a freshwater aquatic algae control program. Funds must be expended as follows:
  - (a) As grants to cities, counties, tribes, special purpose districts, and state agencies to manage excessive freshwater algae, with priority for the treatment of lakes in which harmful algal blooms have occurred within the past three years; and
  - (b) To provide technical assistance to applicants and the public about aquatic algae control.
- (3) The department shall submit a biennial report to the appropriate legislative committees describing the actions taken to implement this section along with suggestions on how to better fulfill the intent of chapter 464, Laws of 2005. The first report is due December 1, 2007.

[2005 c 464 § 4.]

Notes:

Findings -- Intent -- 2005 c 464: See note following RCW 88.02.050.

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# Appendix B. Eligible and Ineligible Project Costs

## Eligible costs

- Annual meeting or conference registration fees where the attendee is making a formal presentation about the grant project or where the Ecology project manager has given approval.
- Environmental checklists, assessments, and impact statements necessary to satisfy project requirements for the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA).
- Equipment and tools. The recipient should identify equipment in the grant agreement.
- Implementation of freshwater algae management activities.
- Indirect costs – eligible at a rate of up to 25 percent, or as defined in the most recent edition of Administrative Requirements for Ecology Grants and Loans.
- Light refreshments for advisory group meetings when specified in the grant agreement.
- Monitoring/sampling equipment when specified in the grant agreement.
- Planning.
- Project management and administration.
- Public participation and public awareness directly related to the project.
- Sales tax.
- Time of steering committee members at steering committee meetings. Other interested public attending the meeting cannot be counted for in-kind contributions.
- Training recipient staff to develop skills specific and necessary to the funded project and where the training is identified in the grant agreement.

## Ineligible costs

- Activities that other state and federal agencies are required to perform.
- Activities other than those identified in the grant agreement.
- Fines and penalties due to violations of, or failures to comply with, federal, state, or local laws.
- Lobbying or expenses associated with lobbying.
- Office furnishings or equipment.
- Ordinary operating expenses of state or local government, such as salaries and expenses of a mayor, city council member, or city attorney.
- Personal injury compensation or damages arising out of the project whether determined by adjudication, arbitration, negotiation, or other means.
- Time of volunteers attending public meetings about the project.
- Training unrelated to the project.
- Scientific research unrelated to a specific activity.
- Other items as determined by Ecology.

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# **Appendix C. General Terms and Conditions Pertaining to Grant Agreements at the Department of Ecology**

## **General terms and conditions**

*Pertaining to Grant and Loan Agreements of  
the Department of Ecology*

### **A. RECIPIENT PERFORMANCE**

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

### **B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

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

### **C. THIRD PARTY BENEFICIARY**

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

### **D. CONTRACTING FOR SERVICES (BIDDING)**

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

### **E. ASSIGNMENTS**

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

### **F. COMPLIANCE WITH ALL LAWS**

1. The RECIPIENT shall comply fully with all applicable federal, state, and local laws; orders; regulations; and permits. Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.
2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and

Women's Business Enterprises to the maximum extent possible. The RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women- or minority-owned businesses.

3. Wages and job safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

#### G. KICKBACKS

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

#### H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object. All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections. Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.
2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the state of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-128 (Audit of State and Local Governments) or OMB Circular A-110 (Uniform Requirements for Grants to Universities, Hospitals and Other Non-Profit Organizations) if the RECIPIENT receives federal funds in excess of \$25,000. The RECIPIENT must forward a copy of the state auditor's audit along with the RECIPIENT response and the final corrective action plan as approved by the SAO to the DEPARTMENT within ninety (90) days of the date of the audit report.

## I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays, or adverse conditions that will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted. Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within twenty (20) days following the end of the quarter being reported.

## J. COMPENSATION

1. Method of compensation. Payment shall be made on a reimbursable basis at least quarterly and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on state voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and certified as satisfactory by the project officer. The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee. Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.
2. Budget deviation. Deviations in budget amounts are not allowed without written amendment(s) to this agreement. Payment requests will be disallowed when the RECIPIENT's request for reimbursement exceeds the State maximum share amount for that element, as described in the Scope of Work..
3. Period of compensation. Payments shall only be made for action of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
4. Final request(s) for payment. The RECIPIENT must submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
5. Performance guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance and a financial bond. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been

completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6., herein.

6. Unauthorized expenditures. All payments to the RECIPIENT shall be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
7. Mileage and per diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law.
8. Overhead costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

#### K. TERMINATION

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

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

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

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

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent



upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

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

#### L. WAIVER

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

#### M. PROPERTY RIGHTS

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

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

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible property rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part IV, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal property furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. Acquisition projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
  - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
  - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
  
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

#### N. RECYCLED/RECYCLABLE PAPER

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

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

#### O. RECOVERY OF PAYMENTS TO RECIPIENT

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

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

#### P. PROJECT APPROVAL

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

#### Q. DISPUTES

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

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

#### R. CONFLICT OF INTEREST

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

#### S. INDEMNIFICATION

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

#### T. GOVERNING LAW

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

#### U. SEVERABILITY

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

#### V. PRECEDENCE

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

SS-010 Rev. 4/96

## Appendix D. Driving Directions

The Ecology building includes offices of the Department of Ecology Headquarters (including the Water Quality Program), Ecology's Southwest Regional Office (including the regional Water Quality Section), the State Conservation Commission, and the U.S. Environmental Protection Agency's Washington Operations Office. The U.S. Fish and Wildlife Service is located in a nearby building.

### **From the south:**

1. Take I-5 North
2. Take exit 109 Martin Way
3. Turn right onto Martin Way
4. Proceed on Martin Way, turn right on Desmond Drive
5. Turn left to the Ecology Building

### **From the north:**

1. Take I-5 South
2. Take exit 109 Martin Way
3. Turn left onto Martin Way
4. Proceed on Martin Way, turn right on Desmond Drive
5. Turn left to the Ecology Building