



## **2021-2023 Puget Sound Nutrient Reduction Program Funding Guidelines**

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**(Application open September 30, 2021-March 1, 2022)**

### **Water Quality Program**

Washington State Department of Ecology  
Olympia, Washington

September 2021, Publication 21-10-042

## Publication Information

This document is available on the [Department of Ecology's website](#)<sup>1</sup>.

## Contact Information

### **Water Quality Program**

### **Financial Management Section**

P.O. Box 47600

Olympia, WA 98504-7600

Phone: 360-407-6502

## ADA Accessibility

The Department of Ecology is committed to providing people with disabilities access to information and services by meeting or exceeding the requirements of the Americans with Disabilities Act (ADA), Section 504 and 508 of the Rehabilitation Act, and Washington State Policy #188.

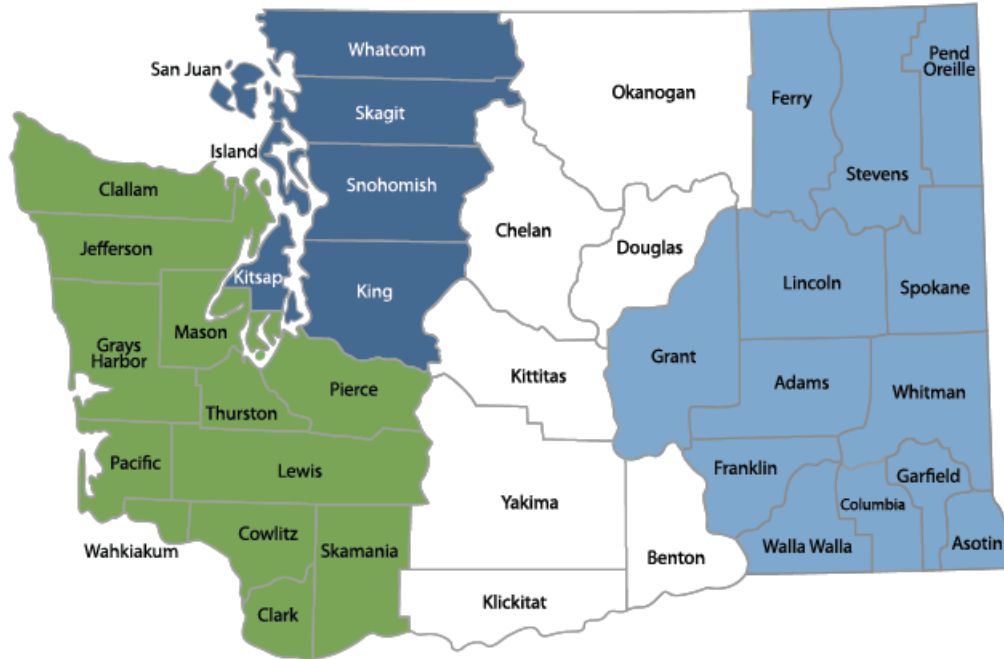
To request an ADA accommodation, contact Ecology by phone at 360-407-6600 or email at [Elaine.Markham@ecy.wa.gov](mailto:Elaine.Markham@ecy.wa.gov). For Washington Relay Service or TTY call 711 or 877-833-6341. Visit Ecology's website for more information.

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<sup>1</sup> <https://apps.ecology.wa.gov/publications/documents/2110042.pdf>

# Department of Ecology's Regional Offices

## Map of Counties Served



Region	Counties served	Mailing Address	Phone
<b>Southwest</b>	Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, Wahkiakum	PO Box 47775 Olympia, WA 98504	360-407-6300
<b>Northwest</b>	Island, King, Kitsap, San Juan, Skagit, Snohomish, Whatcom	PO Box 330316 Shoreline, WA 98133	206-594-0000
<b>Central</b>	Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, Yakima	1250 W Alder St Union Gap, WA 98903	509-575-2490
<b>Eastern</b>	Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman	4601 N Monroe Spokane, WA 99205	509-329-3400
<b>Headquarters</b>	Across Washington	PO Box 46700 Olympia, WA 98504	360-407-6000

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# Puget Sound Nutrient Reduction (PSNR) Grant Program Funding Guidelines

## Introduction

Research shows that excess sources of nutrients contribute to the ongoing degradation of the health of Puget Sound. In turn, the nutrient inputs contribute to a reduction in the availability of dissolved oxygen (DO), which disrupts the food chain and imperils our orca and salmon populations. Many of the sources of nutrients are anthropogenic, meaning human sources.

To help address this situation, the Department of Ecology (Ecology) is developing a nutrient general permit for domestic wastewater treatment facilities that will focus on reducing the magnitude and duration of the DO impairments as much as possible through optimizing existing treatment processes to remove nutrients. The general permit includes requirements for facilities to complete early planning for future nutrient reduction treatment improvements.

Ecology understands the expense associated with these upgrades and is offering financial assistance in the form of pass-through grants to municipalities discharging to Washington Waters of the Salish Sea. The grants support wastewater nutrient reduction planning and optimization projects critical to effectively implement nutrient general permit conditions and address existing DO impairments in the greater Puget Sound area.

The State Legislature provided a funding appropriation for this program in the State's Capital Budget for the 2021-2023 biennium. The budget language is provided here for reference:

*NEW SECTION. Sec. 3101. FOR THE DEPARTMENT OF ECOLOGY 14 2021-23 Puget Sound Nutrient Reduction Grant Program (40000396)*

*The appropriation in this section is subject to the following conditions and limitations: The department must use the following criteria to evaluate and prioritize eligible municipalities to receive grant funding under this section: (1) Location of wastewater treatment facility, prioritizing facilities that are not located within a city with a population of 760,000 or more, as reported by the office of financial management pursuant to RCW 43.62.030; (2) Age of wastewater treatment facility, prioritizing the oldest eligible facilities; and (3) Immediacy of need for grant funding to avoid system failure and higher magnitude of contamination.*

*Appropriation: State Building Construction Account—State. . . \$9,000,000*

## Funding program purpose

The greatest barrier to reducing nutrients in Puget Sound is the cost of facility upgrades. Through this program, Ecology will provide financial support to local government municipalities proposed for coverage under the Puget Sound Nutrient General Permit (PSNGP). This funding supports planning efforts, monitoring, and optimization expected to be required in the PSNGP.

Providing nutrient planning and efficiencies grants will assist municipalities in preparing and planning for future treatment facility upgrades and in implementing operational modifications necessary to maximize nutrient removal from existing treatment processes. This grant funding will provide local municipalities with financial assistance to address the new general permit requirements. Eligible entities are the 43 municipalities that operate the 58 wastewater treatment plants that discharge to the Puget Sound that apply for coverage under the new general permit.

Ecology is focusing these grants on two key areas:

- Development and implementation of optimization strategies.
  - Preparation of the Nitrogen Optimization Plan and Report.
  - Implementation of optimization strategies may involve process control changes, cyclic aeration/aeration modifications, mixed liquor recycle pumps and piping, configuration changes, chemical addition, monitoring, process modeling, and operational training/staffing/sampling improvements.
- Planning for future design/construction projects to reduce nutrients.
  - Preparation of the Nutrient Reduction Evaluation or AKART (all known, available and reasonable methods of prevention, control and treatment) analysis.
  - Planning projects to assess feasibility of advanced treatment upgrades and other infrastructure alternatives that will achieve the most effective cost efficient nutrient reduction in relation to effluent quality objectives and targets set in the permit.

While optimization will provide some immediate benefits, the planning is essential to provide a pathway to the larger facility investments in the future expected to be necessary to meet water quality standards. Planning projects will help determine the most cost-effective means to restore Puget Sound and will help guide Ecology's efforts to expand the scope and funding of the [Water Quality Combined Funding Program](#)<sup>2</sup> (WQC).

Funding will be made available to each of the eligible entities that complete an application in the [Ecology Administration of Grants and Loans](#)<sup>3</sup> (EAGL) system.

## Applicant eligibility

Fifty-eight wastewater treatment plants discharging to Washington Waters of the Salish Sea are proposed to be covered under the PSNGP. These 58 facilities are owned by 43 municipal jurisdictions (city, town, county, or special purpose district), including two state agencies. Each of these municipalities and agencies are eligible to receive funds.

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<sup>2</sup> <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-Combined-Funding-Program>

<sup>3</sup> <https://ecology.wa.gov/About-us/Payments-contracts-grants/Grants-loans#Apply>



## Application period

Applications for the grant program will open on September 30, 2021, and remain open until March 1, 2022. Any unused funds remaining after the application close date will be awarded to eligible recipients that have accepted funding, based on the prioritization factors described below.

## Grant amounts, prioritization factors, and match

Ecology will divide the \$9M as follows:

- \$500,000 for Ecology grant administration.
- \$1,000,000 set aside to fund a regional implementation study. This is the maximum award. Ecology anticipates that a regional implementation study would be conducted by a third party, such as the Association of Washington Cities, but be requested by an applicant during the application period. Any funds not requested during the application period for a regional study will be rolled into the funding for eligible recipients, based on the prioritization factors described below.
- \$2,850,000 to establish a \$50,000 base award for each of the 58 wastewater treatment plants, except for the King County West Point plant (excluded based on the budget language conditions).
- \$4,650,000 to be divided among the 58 wastewater treatment plants (except for the King County West Point plant), with grant awards prioritized based on three criteria:
  - Population Served: Facilities serving smaller populations receiving higher priority.
  - Facility Age: Older facilities receiving higher priority.
  - Economic Status: Facilities serving populations with lower Median Household Incomes receiving higher priority.
- Each of the 43 eligible applicants will receive the base award and the prioritized award for each wastewater treatment plant that they operate.

Table 1 provides the estimated grant awards based on the above amounts and prioritization factors.

**Table 1: Estimated grant awards to eligible applicants, including base grant and prioritization factor funding**

Eligible Applicant	Award
Alderwood Sewer and Water District	\$107,950
City of Anacortes	\$127,933
City of Bainbridge Island	\$115,943
City of Bellingham	\$125,435
Birch Bay Water and Sewer District	\$138,924

<b>Eligible Applicant</b>	<b>Award</b>
City of Blaine	\$114,944
City of Bremerton	\$127,933
Clallam County (2 discharges—Sekiu WWTP, Clallam Bay WWTP)	\$367,770
Town of Coupeville	\$172,894
East Sound Sewer and Water District (2 discharges—Eastsound Orcas Village WWTP, Eastsound Sewer and Water District)	\$320,810
City of Edmonds	\$115,943
City of Everett	\$127,933
Fisherman Bay Sewer District	\$152,412
Town of Friday Harbor	\$163,402
City of Gig Harbor	\$103,954
King County (4 discharges—Vashon WWTP, Brightwater, South WWTP, West Point WWTP)	\$290,879
Kitsap County (3 discharges—Kingston WWTP, Manchester WWTP, Kitsap County Central WWTP)	\$343,334
Kitsap County Sewer District #7	\$122,438
Town of La Conner	\$162,903
Lake Stevens Sewer District	\$87,967
Lakehaven Water and Sewer District (2 discharges—Lakota WWTP and Redondo WWTP)	\$210,405
City of Langlely	\$172,395
LOTT Clean Water Alliance	\$102,455
City of Lynwood	\$138,924
City of Marysville	\$113,445
Mason County (2 discharges—Belfair WWTP, Rustlewood WWTP)	\$334,298
Midway Sewer District	\$96,960
City of Mount Vernon	\$131,430
Mukilteo Water and Wastewater District	\$119,940
City of Oak Harbor	\$116,942
Penn Cove Water and Sewer District	\$154,410
Pierce County	\$108,450
City of Port Angeles	\$158,407
City of Port Orchard	\$119,440
City of Port Townsend	\$159,905
City of Sequim	\$168,398

Eligible Applicant	Award
City of Shelton	\$158,407
Skagit County Sewer District No. 2	\$125,935
City of Snohomish	\$123,936
Southwest Suburban Sewer District (2 discharges—Miller Creek WWTP, Salmon Creek WWTP)	\$226,891
City of Stanwood	\$141,921
City of Tacoma (2 discharges—Tacoma Central No. 1 WWTP, Tacoma North No. 3 WWTP)	\$275,349
Thurston County (2 discharges—Boston Harbor WWTP, Tamoshan WWTP)	\$290,336
WA State Department of Corrections (2 discharges—Clallam Bay Corrections Center STP, McNeil Island Special Commitment Center STP)	\$249,372
WA State Parks and Recreation Commission	\$109,948

**Matching Funds** – No matching funds are required for the grants. However, local contribution may be necessary to fully fund a project. Eligible applicants may apply for additional funding through [Ecology’s Water Quality Combined Funding Program](#)<sup>4</sup>. (WQC). The application period for the current annual funding cycle of the WQC is August 10 through October 12, 2021. Applicants may apply for additional funding in subsequent years as well.

## Regional study

If supported by permittees, a regional study would support the smaller plants’ individual and collective implementation of the PSNGP optimization, monitoring, and planning requirements. Deliverables could include any or all of the following:

- A document that provides guidance for optimization monitoring, recommendations for equipment.
- Site visits to each plant to assist with/confirm proper installation, operation, and maintenance of sampling equipment as needed, provide technical assistance for optimization, and collect information for feasibility assessments.
- A document that, based on site visits and follow-up investigation, identifies future upgrades for plants in the context of what amount of total inorganic nitrogen (TIN) reduction is feasible for the plant in the short- and long-terms and what are the characteristics of the outfall receiving water location.
- Planning level designs for selected upgrades as prioritized by the regional study’s technical advisory committee.

<sup>4</sup> <https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-Combined-Funding-Program/WQC-funding-cycle>

## Program schedule and grant timelines

Ecology will work with each funding recipient to determine the appropriate completion date for the project scope outlined in the grant agreement. Grant timelines for project completion are expected to be from two to three years from the award date of the grant. Grant agreements must be completed no later than December 31, 2025.

## Eligible project expenses

Recipients may be reimbursed for expenses related to implementation of the Puget Sound Nutrient General Permit requirements and as outlined in the funding agreement between Ecology and the Recipient. This may include staff time, equipment, supplies, training, or other expenses related to meeting permit requirements and reducing nutrient discharges.

## Stakeholder input

Ecology sought input on the draft Funding Guidelines from its Water Quality Financial Assistance Council (FAC), the Puget Sound Nutrient Forum, proposed PSNGP permittees, and applicable Ecology Regional Engineers from August 19 through September 9, 2021. The Funding Guidelines were amended based on the input received. See Appendix D for a summary of comments received and Ecology's responses.

## Appendix A: Ecology Contacts

Headquarters		
Daniel Thompson (temporary)	360-407-6510	Daniel.Thompson@ecy.wa.gov

# Appendix B: Applicant Prep Tool

## Introduction

The purpose of this document is to help applicants organize their answers to the questions for the Water Quality Puget Sound Nutrient Reduction Grant Program funding application (WQPSNR-2021). This is not an application. It may be used in preparation of on-line submittal through [Ecology's Administration of Grants and Loans](https://ecology.wa.gov/About-us/Payments-contracts-grants/Grants-loans#Apply)<sup>5</sup> (EAGL). Items marked with an \* are required. Language in parentheses and in this color are for informational purposes.

This document is also available in all funding applications and on the [Puget Sound Nutrient Reduction Grant Program](https://ecology.wa.gov/About-us/Payments-contracts-grants/Grants-loans/Find-a-grant-or-loan/Puget-Sound-Nutrient-Reduction)<sup>6</sup> webpage.

## General Tips

- When pasting text into EAGL, it will strip any formatting. It's best to prepare plain text without bullets.
- Once you have completed your text, save as "Plain Text" and review before cutting and pasting into EAGL.
- Character limits are indicated below. You can highlight your draft text, select "Review" and "Word Count" to see the number of characters with spaces to ensure you are meeting EAGL size restrictions.
- You should thoroughly review your application well before you plan to submit it to Ecology for review. EAGL's global error check can help with this process. To re-check your entire document for errors, click the CHECK FOR ERRORS link. This will start a global error check. If any errors are found on your forms, the form name and error message will display on the page. You can click on any of the underlined form names to return to that form. Another option is to check each individual form as you complete it by clicking CHECK GLOBAL ERRORS near the top right of the screen.

## General Information Form

\*Project Title: (enter a short title for your project)

\*Project Short Description: (enter a short description of your project)

Project Long Description: (enter if desired)

\*Total Cost: (enter the full cost of the project, including ineligible portions and portions paid with other funds)

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<sup>5</sup> <https://ecology.wa.gov/About-us/Payments-contracts-grants/Grants-loans#Apply>

<sup>6</sup> <https://ecology.wa.gov/About-us/Payments-contracts-grants/Grants-loans/Find-a-grant-or-loan/Puget-Sound-Nutrient-Reduction>

\*Total Eligible Cost: (enter the grant award for your facility(ies) list in Table 1 in the [PSNR Funding Guidelines](#)<sup>7</sup>)

\*Effective Date: (this is auto-filled)

\*Expiration Date: (this is auto-filled, but it can be edited during agreement development)

\*Project Category: (this is auto-filled)

Will Environmental Monitoring Data be collected? (choose Yes or No from the dropdown list if desired)

\*Overall Goal: (enter the main goal of your project)

### **Project Characterization Form**

\*Primary Theme: (choose Wastewater from the dropdown list)

\*Secondary Theme(s): (choose Treatment or Planning from the dropdown list; choose both if appropriate)

Project Website Address: (enter if desired)

### **Mapping Information Form**

(This is a required form for all projects. To complete it, follow the instructions on the form. [Detailed instructions](#)<sup>8</sup> are available in EAGL. Applicants are required to provide a location for the project, draw a boundary, or upload a Shapefile. **Important note:** After you have defined the project area or edited the map, select SAVE to be returned to the Mapping Information form, then be sure to check in the map by selecting SAVE at the top of the form; this will make it available to Ecology and your team.)

### **Recipient Contacts Form**

\*Project Manager: (choose from the dropdown list)

\*Authorized Signatory: (choose from the dropdown list)

\*Billing Contact: (choose from the dropdown list)

Other recipient signatures required on printed agreement: (if someone other than the Authorized Signatory must sign the funding agreement, provide their Name and Title)

### **Scope of Work Form – Task 1 Grant and Loan Administration**

Task Title: (this is auto-filled)

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<sup>7</sup> <https://apps.ecology.wa.gov/publications/documents/2110042.pdf>

<sup>8</sup> [https://ecyeagl/IntelliGrants\\_BASE/Documentation/WAECOL/Map\\_Instructions\\_Recipient.pdf](https://ecyeagl/IntelliGrants_BASE/Documentation/WAECOL/Map_Instructions_Recipient.pdf)

\*Task Cost: (enter the amount of the grant, if any, that you seek to use for grant administration; the amount should not exceed 15% of the grant)

Task Description: (this is auto-filled)

Task Goal Statement: (this is auto-filled)

Task Expected Outcomes: (this is auto-filled)

Recipient Task Coordinator: (enter if desired)

Deliverables:

Deliverable #	Description	Due Date	Received? (ECY Use Only)	EIM Study ID	EIM System Link	Latitude (expressed in decimals)	Longitude (expressed in decimals)	Location Address
(this is auto-filled)	(this is auto-filled)	(enter if desired)		(enter if desired)	(enter if desired)	(enter if desired)	(enter if desired)	(enter if desired)

### Scope of Work – Additional Tasks

\*Task Title: (enter a title for the task)

\*Task Cost: (enter a cost for the task)

\*Task Description: (enter the particular objective of the task)

\*Task Goal Statement: (enter a description of why the task is being done)

\*Task Expected Outcomes: (enter a measurable change that will result from the task)

Recipient Task Coordinator: (enter if desired)

Deliverables: (deliverables are documents that show that work was completed; you must enter at least 1 deliverable)

Deliverable #	*Description	Due Date	Received? (ECY Use Only)	EIM Study ID	EIM System Link	Latitude (expressed in decimals)	Longitude (expressed in decimals)	Location Address
(this is auto-filled)	(enter a description of the deliverable)	(enter if desired)		(enter if desired)	(enter if desired)	(enter if desired)	(enter if desired)	(enter if desired)

### Scope of Work Summary

(This form is automatically generated based on the information you provided on the Scope of Work Form – Task 1 Grant and Loan Administration form and the Scope of Work – Additional Tasks form.)



## Uploads

(This form is available in all applications. It allows you to upload any documents associated with the application and funding agreement.)

## Appendix C: WQP/Ecology Terms and Conditions

### Water Quality Program Special Terms and Conditions

- A. **Equipment Purchase:** Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.
- B. **Funding Recognition:** The RECIPIENT must inform the public about ECOLOGY funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.
- C. **Lobbying and Litigation:** Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.
- D. **Post Project Assessment Survey:** The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.
- E. **Project Status Evaluation:** ECOLOGY may evaluate the status of this project 18 months from the effective date of this agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

### Ecology General Terms and Conditions (06/24/2021 Version)

#### 1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition."  
(<https://apps.ecology.wa.gov/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.

- 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](mailto: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.

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.

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.

### **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**

- 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.

## **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.

## **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 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.

## Appendix D: Comments Received on the Draft Funding Guidelines and Ecology's Responses

Ecology received comments on the draft Funding Guidelines from seven commenters during the stakeholder review period that ran from August 19 through September 9, 2021.

This appendix contains information on the commenter, a summary of the comments, and Ecology's responses. To request a copy of the complete comments received, contact Daniel Thompson at [daniel.thompson@ecy.wa.gov](mailto:daniel.thompson@ecy.wa.gov) or (360) 407-6510.

**Commenter:** Liz Ellis, Ecology. **Summary of Comments:** The commenter provided several specific edits for the first four paragraphs of the introduction and suggested some edits to the "Ecology General Terms and Conditions" in Appendix C. **Ecology Responses:** Ecology accepted nearly all the suggested edits to the introductory section. Edits to the "Ecology General Terms and Conditions" cannot be made at this time, as they have already been approved at the agency level.

**Commenter:** Kevin Leung, Ecology. **Summary of Comments:** The commenter pointed out that there are 43 municipal jurisdictions that are eligible, not 42. This is consistent with comments from another commenter. The commenter also pointed out that Ecology should spell-out "total inorganic nitrogen" before using the abbreviation "TIN". In addition, the commenter noted that the EAGL hyperlink in Appendix B didn't work. The commenter also suggested some edits to the "Ecology General Terms and Conditions". **Ecology Responses:** Ecology made all the correction and clarification edits. Edits to the "Ecology General Terms and Conditions" cannot be made at this time, as they have already been approved at the agency level.

**Commenter:** David Hanna, PE, Utilities Program Manager, Clallam County Public Works Department. **Summary of Comments:** The commenter provided details on the Sekiu and Clallam Bay wastewater treatment plants and stated, "In summary, we strongly recommend that Ecology proceed with the funding distribution as currently written." **Ecology Responses:** Thank you for your comments and interest in the funding guidelines.

**Commenter:** Steve Baruso, Grants Administrator, Wastewater Treatment Division, King County Department of Natural Resources and Parks. **Summary of Comments:** The commenter suggested Ecology clarify and distinguish the application due dates for the Puget Sound Nutrient Reduction Grant Program and the WQC in the "Grant amounts, prioritization factors, and match" section. **Ecology Responses:** Ecology added an "Application period" section that describes the due dates for the grant program to try to clarify the difference between the two programs.

**Commenter:** Chris Sheridan, Sewer Utility Operations Manager, Kitsap County Public Works.



**Summary of Comments:** The commenter clarified that Kitsap County Sewer District #7 is a separate agency that is not part of Kitsap County Public Works. Kitsap County Public Works operates four facilities, including three that are subject to the PSNRGP. **Ecology Responses:** Ecology corrected Table 1 by stating that Kitsap County has three, not four, facilities subject to the PSNRGP and added a new entry for Kitsap County Sewer District #7. This changed the grant amount for Kitsap County Public Works and resulted in a new grant amount for Kitsap County Sewer District #7.

**Commenter:** Lisa Dennis-Perez, Director of Environmental Planning & Communications, LOTT Clean Water Alliance. **Summary of Comments:** The commenter provided information on LOTT's existing nutrient removal program and stated LOTT has requested to be excused from the Nitrogen Optimization Plan required because, "LOTT actively manages and adjusts operational strategies to optimize the nitrogen removal process on a daily basis and is engaged in an ambitious capital project to upgrade to a second generation nutrient removal system. As with the nutrient reduction evaluation from which LOTT is excused, the annual Nitrogen Optimization Plan would not provide any meaningful information to Ecology or to LOTT on LOTT's nitrogen removal processes." The commenter further stated that if LOTT is excused from Nitrogen Optimization Plan requirements in the General Permit, grant funds allotted to LOTT should be directed to dischargers that have yet to implement nutrient removal and that will be required to develop a Nitrogen Optimization Plan and report on optimization measures.

**Ecology Responses:** Ecology thanks and congratulates LOTT for all the nutrient reduction work it has done to-date. Ecology has not yet determined whether the Nitrogen Optimization Plan requirement will be in the final General Permit or if it will apply to LOTT, but Ecology maintained the available grant for LOTT in Table 1 because LOTT should have the opportunity to use the funds to further improve plant performance, if needed.

**Commenter:** Rebecca Singer, King County. **Summary of Comments:** The commenter expressed support for a regional study that summarizes the collective effort, cost, and financial feasibility necessary to implement nitrogen removal for all permittees and recommended the some additions and refinements to the regional study language. The commenter also asked if the \$1 million set aside for the regional study could increase or decrease based on the number of utilities opting in and asked for clarification on the funding and expectations about who would conduct the study if one is proposed. The commenter also provided information on the differences between "operational efficiencies" and "optimization" and stated that the terms seem to be used interchangeably and should be clarified. Lastly, the commenter requested clarification of the schedule and grant timelines, including distinguishing between the grants program and the broader WQC program. **Ecology Responses:** Ecology (1) added clarifications on the potential regional study to the "Grant amounts, prioritization factors, and match" section, (2) revised the "Funding program purpose" section to replace uses "operational efficiencies" with "optimization" or "optimization strategies" and included references to the "Nitrogen Optimization Plan and Report" and the "Nutrient Reduction Evaluation" analysis, and (3) added an "Application period" section that describes the due dates for the grant program to try to clarify the difference between it and the WQC.