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02/18/2021 11:18 AM Pages: 1 of 47 Fees: $149.50
Skagit County Auditor

Upon recording return to:

Skagit Land Trust
1020 South Third St.
Mount Vernon, WA 98273

Document title: Conservation Covenant

Grantor: Skagit Land Trust
Grantee: Washington State Department of Ecology
Brief Legal Description: PTN N/2 NE NW, SEC. 25, T36N, R4E, W.M.
Assessor's Parcel and I.D. Nos: P135411

RECITALS

a. Skagit Land Trust is the owner in fee simple of real property known as the Tope Ryan Conservation Area Cougar Peak Addition Property (Property) more particularly described in Exhibit A and as shown in Exhibit B. Exhibits A and B are attached to this instrument and incorporated herein by reference. If there are differences between these two Exhibits, the legal description in Exhibit A shall control.

This document is an environmental (restrictive) covenant (Covenant) executed pursuant to Revised Code of Washington (RCW) 64.04; the Washington State Department of Ecology (Ecology) [SEANEP-2015-SkagLT-00011] (Agreement), attached as Exhibit C; and the [U.S. Environmental Protection Agency (EPA) National Estuary Program Grant PC - 00J89401] (Grant), which has an effective date of September 11, 2014. The EPA awarded the Grant from the Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Grant Program (CFDA # 66.123), which was established under the Clean Water Act: Sec. 320 and 104(b)(3), (PL 113-76 Consolidated Appropriations Act 2014). A copy of the Grant is kept on file at the office of the U.S. EPA, Region 10 Office of Water and Watersheds, 1200 Sixth Avenue, Suite 900, Seattle, WA 98101 and at the office of Ecology, 300 Desmond Drive SE, Lacey, WA 98504.

b. The Skagit Land Trust is the subgrantee responsible for implementing the Project. The purpose of the Grant is to restore and protect in perpetuity salmonid streams, their riparian areas, adjacent floodplains, wetlands, hydrologic connections, wildlife habitat, and uplands important to habitat forming ecosystem processes and food webs.

c. Grantor is creating this Covenant to ensure that the Property will be preserved and managed in perpetuity for the conservation purposes described above, and in accordance with all terms and conditions of the Grant. Grantor acknowledges that the Property is subject to all terms and conditions of the Grant and the Agreement, and agrees to monitor the Property in perpetuity for the conservation of the Property's lands, waters, hydrology, and natural heritage resources dependent thereon.

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COVENANT

The Skagit Land Trust, as Grantor and fee simple owner of the Property herein covenants and declares on behalf of itself and all heirs, assigns, and successors in interest into whose ownership the Property might pass that the Property will be preserved and maintained in accordance with the terms and conditions of the Grant in perpetuity. Furthermore, it is the intent of the Grantor that such covenants, and the EPA's interest as provided herein, shall supersede any prior interests the Grantor has in the Property and shall run with the land and be binding on all current and future owners of any portion of, or interest in, the Property.

Section 1. General Restrictions and Requirements.

Any activity on, or use of the Property inconsistent with the purposes of the Covenant is prohibited. The following general restrictions and requirements shall apply to the Property:

a. Continued Compliance Required. Grantor shall not convey any interest in any portion of the Property without providing for the continued preservation and maintenance of the Property and continued compliance with this Covenant.

b. Leases. Grantor shall restrict any lease for any portion of the Property to uses and activities consistent with this Covenant and will notify all lessees of the restrictions on the use of the Property.

c. Preservation of Reference Monuments. Grantor shall make a good faith effort to preserve any reference monuments and boundary markers used to define the areal extent of coverage of this Covenant.

d. Compliance with 43 C.F.R. § 17.204(c)(2). There shall be no discrimination during the useful life of the Project.

Section 2. Specific Prohibitions.

In addition to the general restrictions in Section 1 of this Covenant, the following additional specific, non-exclusive list of activities and uses are expressly prohibited on the Property:

a. Subdivision and residential development.

b. Commercial or industrial development and/or use.

c. Alteration of the land surface or water bodies within the Habitat Zone, as shown in Exhibit B, except for the purpose of restoring native habitat or habitat forming ecological processes.

d. Timber harvest or other removal of vegetation, except for the purpose of improving habitat or maintaining the Property and its boundaries.

e. Granting road or utility easements through the property.

f. Exploration for, and/or extraction of, minerals, hydrocarbons, soils, gravels, sand, or other minerals or naturally occurring elements.

g. Hunting or trapping, except for nuisance animals or approved scientific monitoring.

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h. Any use that is otherwise inconsistent with the purposes of this Covenant.

Section 3. Permitted Uses and Activities.

The following uses and activities are permitted on the Property:

a. Reestablishment of native plants and enhancement of existing native plant communities to improve the overall quality of riparian habitat along the tributaries, streams, and wetlands located on the property.

b. Habitat restoration and maintenance.

c. Low impact, sustainable forest practices to improve forest diversity and complexity so long as those forest practices have negligible negative impact on habitat, water quality, open space, and environmental values, provided that any revenues derived from such forest practices will be applied to the restoration and stewardship of the Property.

e. Removal of safety hazards, invasive species, and nuisance animals.

f. Passive, non-motorized, pedestrian recreational use such as hiking and wildlife observation.

g. Development of trails, boardwalks, or viewing areas in a manner consistent with the purposes and permitted uses of this Covenant.

h. Removal of buildings, structures, or other remnants of human habitation from the Property.

i. Any other use or activity consistent with, and necessary to, fulfil the purposes of this Covenant.

Section 4. Access.

a. The Grantor freely and voluntarily grants Ecology and its authorized representatives, upon reasonable notice, the right to enter the Property at reasonable times to evaluate the effectiveness of this Covenant, and enforce compliance with this Covenant and associated actions.

b. This instrument does not convey a right of access or use by a third party to any portion of the Property.

Section 5. Notice Requirements.

a. Conveyance of Any Interest. The Grantor shall not convey any interest in any part of the Property, including but not limited to, title, easement, or security or other interests, without prior approval from the EPA, obtained by using Ecology as an intermediary. In the event the Property is no longer necessary for the purposes of the Grant, Ecology will request disposition instructions from the EPA in accordance with 2 C.F.R. § 200.311(c). Prior to executing any conveyance, Grantor must:

i. Provide written notice to Ecology of the intended conveyance at least thirty (30) days in advance of the conveyance.

ii. Include in the conveying document a notice in substantially the following form, as well as a complete copy of this Covenant:

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NOTICE: THIS PROPERTY IS SUBJECT TO A CONSERVATION COVENANT GRANTED BY THE SKAGIT LAND TRUST ON _____ AND RECORDED WITH SKAGIT COUNTY AUDITOR UNDER RECORDING NUMBER _____. USES AND ACTIVITIES ON THIS PROPERTY MUST COMPLY WITH THAT COVENANT, A COMPLETE COPY OF WHICH IS ATTACHED TO THIS DOCUMENT.

iii. Unless otherwise agreed to in writing by Ecology, provide Ecology with a complete copy of the executed document within thirty (30) days of the date of execution of such document.

b. Reporting Violations. Should the Grantor become aware of any violation of this Covenant, Grantor shall promptly report such violation in writing to Ecology.

c. Emergencies. For any emergency or significant change in site conditions due to Acts of Nature (for example, flood or fire) resulting in a violation of this Covenant, the Grantor is authorized to respond to such an event in accordance with state and federal law. The Grantor must notify Ecology in writing of the event and response actions planned or taken as soon as practical but no later than within 10 business days of the discovery of the event.

d. Notification procedure. Any required written notice, approval, reporting or other communication shall be personally delivered or sent by first class mail to the following persons. Any change in this contact information shall be submitted in writing to all parties to this Covenant. Upon mutual agreement of the parties to this Covenant, an alternative to personal delivery or first class mail, such as e-mail or other electronic means, may be used for these communications.

Kari Odden Skagit Land Trust P.O. Box 1017 Mount Vernon, WA 98273-4302 Phone# 360-428-7878 Email kario@skagitlandtrust.org	Heather Bush Washington State Department of Ecology SEA Program P.O. Box 47600 Olympia, WA 98504 – 7600 Phone # 425.649.4451 Email hkos461@ecy.wa.gov

Section 6. Enforcement and Construction.

a. The Grantor freely and voluntarily grants this Covenant.

b. Within ten (10) days of execution of this Covenant, Grantor shall provide Ecology with a copy of the Covenant and proof of recording.

c. Ecology and the Skagit Land Trust shall be entitled to enforce the terms of this Covenant by resort to specific performance or legal process. All remedies available in this Covenant shall be in addition to all remedies at law or in equity. Enforcement of the terms of this Covenant shall be at the discretion of Ecology or the Skagit Land Trust, and any forbearance, delay or omission to exercise the rights under this Covenant in the event of a breach of any term of this Covenant is not a waiver by Ecology or the Skagit Land Trust of that term or of any subsequent breach of

that term, or any other term in this Covenant, or of any rights of Ecology or the Skagit Land Trust under this Covenant.

d. The Grantor shall be responsible for all costs associated with implementation of this Covenant.

e. This Covenant shall be liberally construed to protect the conservation purposes for which this Covenant was granted.

f. The provisions of this Covenant shall be severable. If any provision in this Covenant or its application to any person or circumstance is held invalid, the remainder of this Covenant or its application to any person or circumstance is not affected and shall continue in full force and effect as though such void provision had not been contained herein.

g. A heading used at the beginning of any section or paragraph or exhibit of this Covenant may be used to aid in the interpretation of that section or paragraph or exhibit but does not override the specific requirements in that section or paragraph.

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GRANTOR'S SIGNATURE BLOCK FOR ORIGINAL COVENANTS

The undersigned Grantor warrants he/she holds the title to the Property and has authority to execute this Covenant.

EXECUTED this 12th day of February, 2021.

_____

by: ____James Glackin_____

Title: __SLT Board President_____

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Exhibit A

LEGAL DESCRIPTION

That portion of the Southwest 1/4 of the Northwest 1/4 of Section 3, Township 35 North, Range 4 East, lying Southerly of the county road running through said subdivision, described as follows:

Commencing at the Northwest corner of the Northwest 1/4 (Northwest Section corner) of said Lot 3, Township 35 North, Range 4 East, W.M;
thence South 0°07'28" West along the West line of said subdivision for a distance of 1,392.08 feet, more or less, to the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of said Section 3;
thence South 89°35'42" West along the North line of said Southwest 1/4 of the Northwest 1/4 for a distance of 284.96 feet, more or less, to the Southerly right-of-way margin of Grip Road, as shown on that certain survey recorded under Skagit County Auditor's File No. 201309160070 and being the TRUE POINT OF BEGINNING;
thence along said Southerly right-of-way margin South 62°27'55" East for a distance of 14.07 feet to a point of curvature;
thence along the arc of said curve to the left, concave to the Northeast, having a radius of 506.07 feet, through a central angle of 17°32'35", an arc distance of 154.95 feet, to a point of tangency;
thence South 80°00'30" East for a distance of 25.90 feet;
thence leaving said Southerly right-of-way margin South 1°33'10" West for a distance of 71.11 feet;
thence South 1°33'58" West for a distance of 130.68 feet;
thence South 6°23'09" West for a distance of 200.00 feet;
thence South 64°29'29" West for a distance of 138.74 feet;
thence South 54°50'42" West for a distance of 119.24 feet;
thence South 48°07'00" West for a distance of 106.40 feet;
thence South 78°28'33" West for a distance of 143.79 feet, more or less, to the West line of said Southwest 1/4 of the Northwest 1/4 of Section 3 at a point bearing South 0°07'28" West a distance of 691.28 feet from the Northwest corner of said subdivision;
thence North 0°07'28" East along said West line of the Southwest 1/4 of the Northwest 1/4 for a distance of 222 feet, more or less, to the thread of Samish River;
thence Northerly (upstream) along said thread of the Samish River to the intersection with the thread of that certain tributary stream referred to as Swede Creek;
thence Northeasterly (upstream) along said thread of Swede Creek to its intersection with the north line of said Southwest 1/4 of the Northwest 1/4 of Section 3 at a point bearing North 89°35'42" West from the POINT OF BEGINNING;
thence South 89°35'42" East along said North line for a distance of 92 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

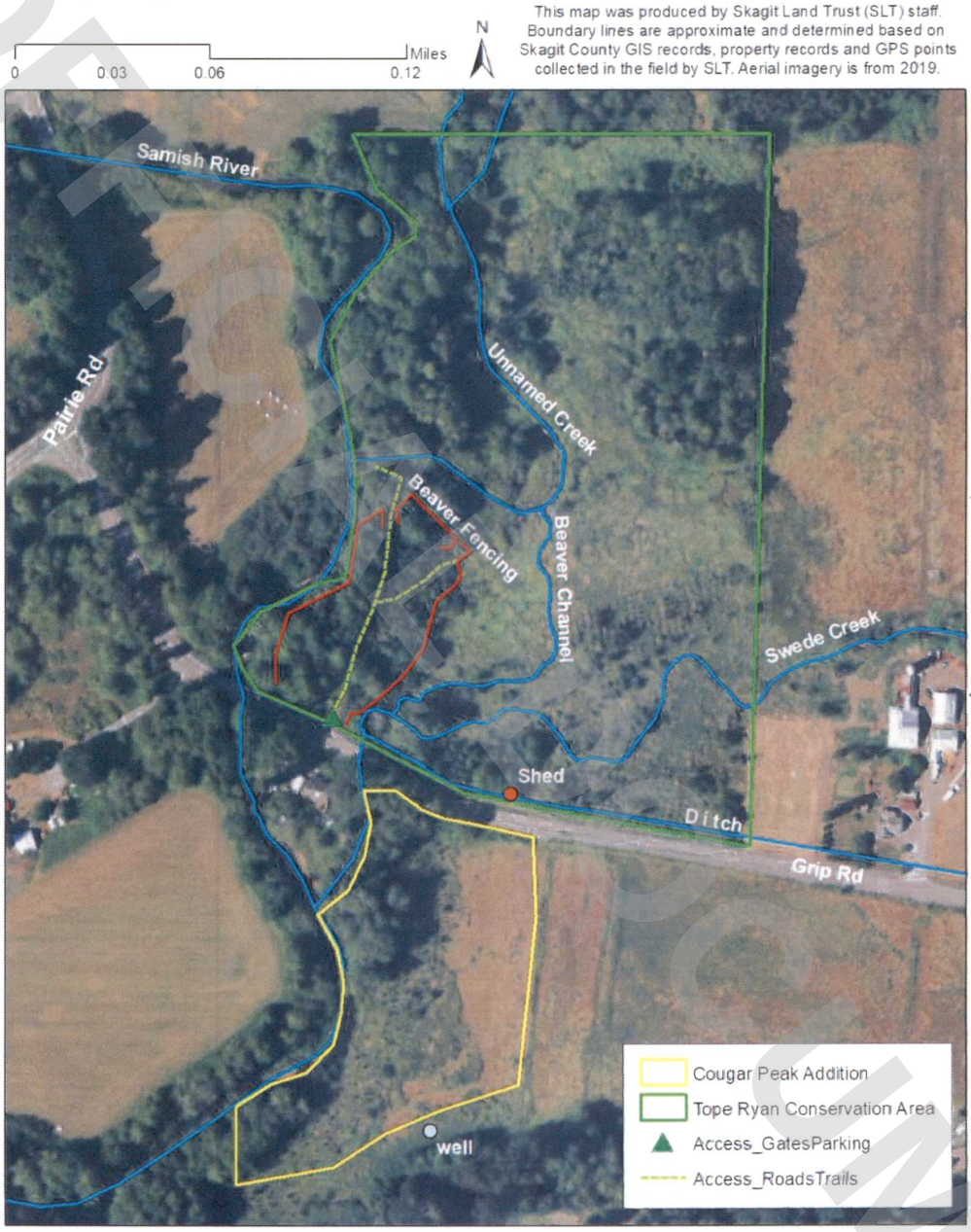
Situate in the County of Skagit, State of Washington.

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Exhibit B
PROPERTY MAP

Tope Ryan Conservation Area and Cougar Peak Addition



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STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

May 18, 2016

Skagit Land Trust
PO Box 1017
Mount Vernon, WA 98273
Attn: Molly Doran, Executive Director

Re: National Estuary Program Watershed Protection and Restoration Grant Agreement No. SEANEP-2015-SkagLT-00011
Project Title: Conservation Easements and Protection in Samish River Riparian Zones

Dear Director Doran;

I am pleased to inform you that above-referenced Grant Agreement SEANEP-2015- SkagLT-00011 for the project: **Conservation Easements and Protection in Samish River Riparian Zones** has been signed. An original is enclosed for your reference and project files.

The National Estuary Program Watershed Protection and Restoration Grant will provide **$49,913.34** towards your project. We appreciate this opportunity to assist you with financial and technical assistance. Ecology's Shorelands and Environmental Assistance Program's staff located in Bellevue and Lacey are available to assist you with your project.

If you have any questions or need additional information, please call Carrie Byron, Ecology's Project Manager, at (425) 649-4451, email address: Carrie.Byron@ecy.wa.gov or Kirsten Weinmeister, Ecology's Financial Manager, at (360) 407-6514, email address: Kirsten.Weinmeister@ecy.wa.gov.

Sincerely,

Gordon White, Program Manager
Shorelands and Environmental Assistance

cc: Carrie Byron

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DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. SEANEP-2015-SkagLT-00011

SHORELANDS NEP WATERSHED PROTECTION AND RESTORATION GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

SKAGIT LAND TRUST

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

GENERAL INFORMATION

Project Title:	Conservation Easements and Protection in Samish River Riparian Zones
Total Cost:	$49,913.34
Total Eligible Cost:	$49,913.34
Ecology Share:	$49,913.34
Recipient Share:	$0.00
The Effective Date of this Agreement is:	03/01/2016
The Expiration Date of this Agreement is no later than:	02/28/2017
Project Type:	Protect or Restore Floodplain or Riparian Habitat

Project Short Description:
Skagit Land Trust and the Samish Indian Nation will: 1) conduct an assessment to identify focus areas and the best opportunities for riparian protection on ag lands within priority reaches in the Samish basin in order to improve water quality and salmon habitat; 2) conduct landowner outreach and project feasibility to document easement / acquisition opportunities as well as restoration needs, and 3) develop proposals for acquiring conservation easements, land acquisitions and/or restoration.

Project Long Description:
The main objectives of this project are to identify the highest conservation needs and most viable opportunities for riparian protection on agricultural lands within priority reaches in the Samish watershed. Skagit Land Trust and the Samish Indian Nation will identify focus areas within the identified reaches through a GIS analysis at both the reach and parcel scale and through input and water quality data from local conservation partners working toward water quality improvements in the basin. We plan to identify those properties within the focus reaches that need attention, particularly those that do not have adequate buffers, have livestock and have

additional streams/outlets flowing through the property and into the Samish River. We will conduct landowner outreach and document easement / acquisition opportunities as well as identify restoration needs through project feasibility and planning. SLT and the Samish have been actively involved in land protection and habitat restoration projects in the watershed. This past work provides a foothold for our two organizations to build out from currently protected areas, capitalizing on established relationships and past successful projects with landowners. Most of all, SLT and the Samish intend to continue to build collaborative, positive relationships with private landowners that benefit landowner interests. This will aid in the long term efforts being made by various conservation partners, including Skagit County and Ecology.

Overall Goal:

The overall goal is to improve water quality and restore salmon habitat by teeing up riparian conservation easements, acquisitions and restoration projects on priority agricultural parcels in the Samish watershed. In order to achieve this goal, it is critical to identify science-based priorities, build collaborative, positive relationships with private landowners, and offer solutions that benefit both their needs/interests and water quality.

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RECIPIENT INFORMATION

Organization Name: Skagit Land Trust

Federal Tax ID: 91-1533402
DUNS Number: 167124176

Mailing Address: PO Box 1017
Mount Vernon, WA 98273

Physical Address: PO Box 1017
Mount Vernon, Washington 98273

Organization Email: kario@skagitlandtrust.org

Contacts

Project Manager	Kari Odden Conservation Planner P.O. Box 1017 Mount Vernon, Washington 98273 Email: kario@skagitlandtrust.org Phone: (360) 428-7878
Billing Contact	Michele Onorato Accountant PO Box 1017 Mount Vernon, Washington 98273 Email: micheleo@skagitlandtrust.org Phone: (360) 428-7878
Authorized Signatory	Molly Doran Executive Director PO Box 1017 Mount Vernon, Washington 98273 Email: mollyd@skagitlandtrust.org Phone: (360) 428-7878

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ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Shorelands
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Shorelands
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Carrie Byron Project Lead - NEP Watershed Protection and Restoration Grant Program 3190 - 160th Ave. SE Bellevue, Washington 98008-5452 Email: carrie.byron@ecy.wa.gov Phone: (425) 649-4451
Financial Manager	Kirsten Weinmeister Financial Manager P.O. Box 47600 Olympia, Washington 98504-7600 Email: kirw461@ecy.wa.gov Phone: (360) 407-6514
Technical Advisor	Colin Hume 3190 160th Ave SE Bellevue, Washington 98008-5452 Email: chum461@ecy.wa.gov Phone: (425) 649-7139

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AUTHORIZING SIGNATURES

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

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

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

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

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

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

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

Washington State
Department of Ecology

By: Gordon White 5/16/16

Gordon White Date
Shorelands
Program Manager

Skagit Land Trust

By: Molly Doran 5/4/2016

Molly Doran Date
Executive Director

Template Approved to Form by
Attorney General's Office

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SCOPE OF WORK

Task Number: 1 **Task Cost:** $5,421.26

Task Title: Project Administration/Management

Task Description:
A. The RECIPIENT will administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos); compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
* Properly maintained project documentation

Recipient Task Coordinator: Molly Doran

Project Administration/Management

Deliverables

Number	Description	Due Date
1.1	Quality Assurance Project Plan (QAPP) Waiver Form and, if necessary, QAPP	
1.2	Quarterly Progress Reports and Financial Vouchers	
1.3	Recipient Closeout Report	
1.4	Semi-Annual FEATS Forms (EPA Financial and Ecosystem Accounting Tracking System)	

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SCOPE OF WORK

Task Number: 2 **Task Cost:** $17,160.55

Task Title: Reach and Parcel Analysis and Partner Outreach

Task Description:
The Samish Indian Nation will do a GIS analysis of the designated stretches of the Samish River that includes both reach and parcel scale data. The reach scale analysis includes available water quality data, existing land use, protected properties, fish data, wetlands, barriers, and the presence/absence of buffers and their approximate width. The parcel specific analysis will review ownership, acreage, current use tax status, zoning, shoreline length of properties, presence of inlets (i.e. streams, creeks, agricultural ditches, and/or wetlands), and existing structures within and outside of the riparian zone. It will include identifying aggregate parcels within a single ownership. A riparian zone agricultural parcel dataset and draft maps of priority conservation areas within reaches, deliverables 2.1 and 2.2, will be completed by June 30, 2016, in order to guide landowner outreach. Final maps of reaches will be included in the Reach Scale Plan.

SLT will plan and facilitate discussions with conservation partners to determine needs, values and current regulations. This work will include gathering information and recommendations from partners' existing studies and plans that will guide the reach-scale strategy, such as PIC and TMDL information/guidelines, Critical Ordinance Regulations, Voluntary Stewardship Planning and other Clean Samish Initiative Projects and the Shoreline Master Program information. We will identify characteristics of land use and agricultural practices within the reaches and how these may impact, positively or negatively, the riparian habitat and identify potential risks of development and other water quality impacts within the focus reaches.

SLT will also gather information specific to private landowners about what programs are currently available to them for riparian area protection. This will include those programs that can complement and be leveraged by protection opportunities through this NEP grant, including FLP, CREP, NRCS, NAWCA, VSP and the County's Clean Samish Initiative. A report of Samish basin characteristics, existing programs, recommendations and program opportunities for landowners will be completed by July 30, 2016.

Task Goal Statement:
The overarching goal of this task is to gather the information and provide the tools needed to make good decisions about where protection efforts should be focused within the identified reaches. Those tools include mapping products, a parcel dataset, conservation partner knowledge and recommendations, and gathered information about what programs are currently available to landowners.

Task Expected Outcome:
*SLT and its partner(s) will have the information and tools necessary for focused decision making and the efficient use of funds to maximize water quality benefits
*Information will be compiled and available for landowner outreach that is essential in order for private landowners to understand available programs and make decisions about conservation easements and other/additional opportunities

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Recipient Task Coordinator: Kari Odden

Reach and Parcel Analysis and Partner Outreach

Deliverables

Number	Description	Due Date
2.1	Riparian zone agricultural parcel dataset	06/30/2016
2.2	Maps of priority conservation areas within reaches	06/30/2016
2.3	Report of Samish Basin characteristics, existing programs, recommendations and program opportunities for landowners	07/31/2016

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SCOPE OF WORK

Task Number: 3 **Task Cost:** $27,331.53

Task Title: Landowner Outreach, Feasibility and Planning

Task Description:
SLT, with support from the Samish Indian Nation, will use the analyses and information gathered in task two to develop a Reach Scale Plan. It will include final maps of the reaches that document buffers, zoning, ownership, water quality, and habitat data and identify focal conservation sub-areas within the reaches. The parcel specific analysis, knowledge of conservation partners and existing riparian protection programs in the Samish watershed, and the characteristics of the agricultural ownership and practices in the reach will be used to identify priority acquisitions. The focus will be on properties with a high feasibility for successful riparian protection. Some priority properties may be categorized as best protected through other grant programs. The Plan will also identify sub-areas within the reaches that may have a high need for restoration and identify potential restoration actions. This will include restoration best funded through alternative grant programs, such as CREP. Finally, the Reach Scale Plan will include specific proposed implementation projects with willing landowners, described below. The draft Reach Scale Plan, deliverable 3.2, will be submitted by December 31, 2016 and the final Plan, deliverable 3.3, will be submitted by February 28, 2017.

SLT will develop a riparian conservation easement term sheet that can be used in working with landowners and educating them about what conservation easements entail. SLT will also conduct an initial legal review of the conservation easement template. This document, deliverable 3.1, will be completed by June 30, 2016, in order that it is available to landowners during outreach.

SLT and the Samish will both work with landowner outreach and relationship building, based on geographic areas and past relationships with landowners in those areas. SLT will tap institutional knowledge from partners about landowners, if available. A priority for landowner contact is a face to face visit when possible / desired by the landowner. SLT and the Samish will work with landowners to develop a strategy that protects their riparian area and fits their goals and needs. SLT and Samish Indian Nation will work together with willing landowners to develop specific project proposals for riparian protection. The conditions and specific restoration needs of riparian buffers is best reviewed in the field and will be documented for all potential projects with willing landowners. Any variances in proposed buffer widths will be documented.

Task Goal Statement:
The goal is to build positive relationships with private landowners and engender a willingness to do riparian protection in order to identify successful riparian conservation easement projects that will lead to improved and/or protected water quality. This will include contacting a minimum of 10 landowners of priority properties.

Task Expected Outcome:
*Growth of positive relationships with farmers that will help SLT to complete successful projects with agricultural landowners and thereby gain trust and referrals among Samish River landowners
*Identification of willing landowners and development of a minimum of 3 property specific proposals for conservation easements and/or other riparian protection measures

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Recipient Task Coordinator: Kari Odden

Landowner Outreach, Feasibility and Planning

Deliverables

Number	Description	Due Date
3.1	Riparian conservation easement term sheet, to be used in landowner outreach	06/30/2016
3.2	Draft reach scale plan	12/31/2016
3.3	Final reach scale plan	02/28/2017

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BUDGET

Funding Distribution EG160745

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

Funding Title:	Puget Sound Riparian Protection Grant	Funding Type:	Grant
Funding Effective Date:	03/04/2016	Funding Expiration Date:	02/28/2017

Funding Source:

Title:	National Estuary Program – Watershed Protection and Restoration Lead Organization
Type:	Federal
Funding Source %:	100%
Description:	National Estuary Program funds to protect and restore watersheds draining to Puget Sound.

Federal Awarding Agency:	US Environmental Protection Agency
Federal Awarding Agency Contact:	Michael Rylko
Federal Awarding Agency Phone:	206-553-4014
Federal Awarding Agency Email:	Rylko.Michael@epa.gov
Federal Awarding Agency Address:	1200 Sixth Avenue, Suite 900, OWW-137; Seattle Wa, 98101
CFDA Catalog Name:	Puget Sound Action Agenda: Technical Investigations and Implementation Assistance Program
CFDA Number:	66.123
FAIN:	00J89401
Research Grant:	No
Federal Award Date:	9/11/2014
Total Federal Award Amount:	$21,499,324.00
Federal Funds Obligated To Recipient:	$49,913.34

Approved Indirect Costs Rate:	Approved Rate Negotiated Between ECOLOGY and RECIPIENT: 25%
Recipient Match %:	0%
InKind Interlocal Allowed:	No
InKind Other Allowed:	No

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

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Puget Sound Riparian Protection Grant	Task Total
Project Administration/Management	$ 5,421.26
Reach and Parcel Analysis and Partner Outreach	$ 17,160.55
Landowner Outreach, Feasibility and Planning	$ 27,331.53
Total:	**$ 49,913.34**

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Puget Sound Riparian Protection Grant	0.00 %	$ 0.00	$ 49,913.34	$ 49,913.34
Total		**$ 0.00**	**$ 49,913.34**	**$ 49.913.34**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

1. Introduction
The RECIPIENT and subrecipient must comply with the applicable special terms and conditions outlined below. These special terms and conditions are in addition to the general terms and conditions of the grant. RECIPIENTS must review their agreement for other administrative and funding program requirements. Failure to comply with these special terms and conditions outlined below may result in enforcement actions as outlined in 2 CFR 200.338 and 200.339.

2. Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
This award is subject to the requirements of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards; Title 2 CFR, Parts 200 and 1500. 2 CFR 1500.1, Adoption of 2 CFR 200, states Environmental Protection Agency adopts the Office of Management and Budget (OMB) guidance Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards to Non-Federal Entities (subparts A through F of 2 CFR 200), as supplemented by 2 CFR Part 1500, as the Environmental Protection Agency (EPA) policies and procedures for financial assistance administration. 2 CFR Part 1500 satisfies the requirements of 2 CFR 200.110(a) and gives regulatory effect to the OMB guidance as supplemented by 2 CFR Part 1500. This award is also subject to applicable requirements contained in EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

3. Consultant Cap
ECOLOGY's participation in the salary rate (excluding overhead) paid to individual consultants retained by RECIPIENT's or by RECIPIENT's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the RECIPIENT will pay these in accordance with their normal travel reimbursement practices). Sub-agreements with firms for services which are awarded using the procurement requirements in Subpart D of 2CFR 200, are not affected by this limitation unless the terms of the contract provide the RECIPIENT with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

Consultant Cap - Additional Information

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"Consultant Cap", as of January 1, 2015: the limit is $608.34 per day $76.04 per hour.

NOTE: For future years' limits, the RECIPIENTS may find the annual salary for Level IV of the Executive Schedule on the following Internet site: http://www.opm.gov/oca. Select "Salary and Wages", and select "Rates of Pay for the Executive Schedule". The annual salary is divided by 2087 hours to determine the maximum hourly rate, which is then multiplied by 8 to determine the maximum daily rate.

4. Cybersecurity Grant Condition for Other RECIPIENTS, Including Intertribal Consortia
(a) The RECIPIENT agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law and policy cybersecurity requirements.
(b) (1) EPA must ensure that any connections between the RECIPIENT's network or information system and EPA networks used by the RECIPIENT to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If the RECIPIENT's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the RECIPIENT agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA's security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the RECIPIENTS into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data. (2) The RECIPIENT agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The RECIPIENT will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the RECIPIENT under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted EPA's Project Manager. Nothing in this condition requires the RECIPIENT to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

5. Hotel-Motel Fire Safety
Pursuant to 15 USC 2225a, the RECIPIENT agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). RECIPIENTS may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act.

6. Lobbying
The chief executive officer of this RECIPIENT agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The RECIPIENT shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

The RECIPIENT agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The RECIPIENT shall include the language of this provision in award documents for all subawards exceeding $100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any RECIPIENT who makes a prohibited expenditure under

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Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure.

Contracts awarded by a RECIPIENT shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Pursuant to Section 18 of the Lobbying Disclosure Act, the RECIPIENT affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Contracts awarded by a RECIPIENT shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Pursuant to Section 18 of the Lobbying Disclosure Act, the RECIPIENT affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

7. Recycled Paper
When directed to provide paper documents, the RECIPIENT agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to ECOLOGY.

8. Resource Conservation and Recovery Act
Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization RECIPIENTS agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds $10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was $10,000 or more. Pursuant to 40 CFR 247.2 (d), the RECIPIENT may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

9. Suspension and Debarment
RECIPIENT shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transaction Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. RECIPIENT is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions", includes a term or condition requiring compliance with Subpart C. RECIPIENT is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. RECIPIENT acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.
The RECIPIENT may access suspension and debarment information at: http://www.sam.gov. This system allows RECIPIENT's to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

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10. Drug-Free Workplace Certification
The RECIPIENT organization of this agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the RECIPIENT organization must identify all known workplaces under its federal awards; and keep this information on file during the performance of the award.

Those RECIPIENTS who are individuals must comply with the drug-free provisions set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. RECIPIENTS can access the Code of Federal Regulations (CFR) Title 2 Part 1536.

11. Management Fees
Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

12. Trafficking in Persons
12.1 Provisions applicable to a RECIPIENT that is a private entity.
The RECIPIENT, the RECIPIENTS's employees, subrecipients under this award, and subrecipients' employees may not—Engage in severe forms of trafficking in persons during the period of time that the award is in effect; Procure a commercial sex act during the period of time that the award is in effect; or Use forced labor in the performance of the award or subawards under the award. The awarding agency may unilaterally terminate this award, without penalty, if the RECIPIENT or a subrecipient that is a private entity-Is determined to have violated a prohibition in paragraph 12.1 of this award term; or; has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 12.1 of this award term through conduct that
is either—Associated with performance under this award; or Imputed to the RECIPIENT or subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by our Agency at 2 CFR 1532.

12.2 Provision applicable to a recipient other than a private entity. ECOLOGY may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity -Is determined to have violated an applicable prohibition in paragraph 12.1. of this award term; or; Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph12.1 of this award term through conduct that is either-Associated with performance under this award; or imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, ''OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),'' as implemented by EPA at 2 CFR 1532.

12.3 Provisions applicable to any RECIPIENT.
The RECIPIENT must inform the ECOLOGY immediately of any information received from any source alleging a violation of a prohibition in paragraph 12.1 of this award term. Our right to terminate unilaterally that is described in paragraph 12.1 and 12.2: Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as

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amended (22 U.S.C. 7104(g)), and is in addition to all other remedies for noncompliance that are available to us under this award. The RECIPIENT must include the requirements of paragraph 12.1 of this award term in any subaward made to a private entity.

12.4. Definitions. For purposes of this award term:
''Employee'' means either: An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements. ''Forced labor'' means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery. ''Private entity'': Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25. Includes: A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b). A for-profit organization. ''Severe forms of trafficking in persons,'' ''commercial sex act,'' and ''coercion'' have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

13. Requirement for System for Award Management (SAM)
Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must maintain the currency of the organization's information in SAM until the submittal of the final financial report required under this award or receipt of the final payment, whichever is later. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if required by changes in the information or another award term.

A. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in the below paragraph B. of this award) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

B. Definitions. For purposes of this award term:
1. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a RECIPIENT. Additional information about registration procedures may be found at the System for Award Management (SAM) Internet site http://www.sam.gov.
2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).
3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
a. A Governmental organization, which is a State, local government, or Indian tribe;
b. A foreign public entity;
c. A domestic or foreign nonprofit organization;
d. A domestic or foreign for-profit organization; and
e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. Subaward:

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a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the RECIPIENT awards to an eligible subrecipient.
b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2CFR 200 Subpart D)
c. A subaward may be provided through any legal agreement, including an agreement that you, as the RECIPIENT, consider a contract.

5. Subrecipient means an entity that:
a. Receives a subaward under this award; and
b. Is accountable for the use of the Federal funds provided by the subaward.

14. Reporting Subawards and Executive Compensation

14.1 Reporting of first-tier subawards.
14.1.1 Applicability. Unless the RECIPIENT is exempt as provided in paragraph 14.4. of this award term, the RECIPIENT must report each action that obligates $25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 14.5 of this award term).
14.1.2 Where and when to report. (1) The RECIPIENT must report each obligating action described in paragraph 14.1. of this award term to www.fsrs.gov. (2) For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on any date during the month of November of a given year, the obligation must be reported by no later than December 31 of that year.)
14.1.3. What to report. The RECIPIENT must report the information about each obligating action as described in the submission instructions available at: http://www.fsrs.gov.

14.2. Reporting Total Compensation of RECIPIENT Executives.
14.2.1. Applicability and what to report. The RECIPIENT must report total compensation for each of their five most highly compensated executives for the preceding completed fiscal year, if: the total Federal funding authorized to date under this award is $25,000 or more; in the preceding fiscal year, the RECIPIENT received:(i.) 80 percent or more of their annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); (ii.) and $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
14.2.2. Where and when to report. The RECIPIENT must report executive total compensation described in paragraph 14.2.1 of this award term: (i.) As part of the registration Central System for Award Management profile available at www.sam.gov. (ii.) By the end of the month following the month in which this award is made, and annually thereafter.

14.3 Reporting of Total Compensation of Subrecipient Executives.
14.3.1 Applicability and what to report. Unless exempt as provided in paragraph 14.4.of this award term, for each first-tier subrecipient under this award, the RECIPIENT shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:
14.3.1.1 in the subrecipient's preceding fiscal year, the subrecipient received: (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (ii.) $25,000,000 or more in annual gross

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revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
14.3.1.2 the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of
1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)
14.3.2 Where and when to report. The RECIPIENT must report subrecipient executive total compensation described in paragraph 14.3.1. of this award term: To the RECIPIENT. By the end of the month following the month during which the RECIPIENT makes the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the RECIPIENT must report any required compensation information of the subrecipient by November 30 of that year.

14.4 Exemptions
14.4.1 If, in the previous tax year, the RECIPIENT had gross income, from all sources, under $300,000, the RECIPIENT is exempt from the requirements to report:
14.4.1.1 subawards, and the total compensation of the five most highly compensated executives of any subrecipient.

14.5 Definitions. For purposes of this award term:
Entity means all of the following, as defined in 2 CFR part 25: (i.) A Governmental organization, which is a State, local government, or Indian tribe; (ii.) A foreign public entity; (iii.) A domestic or foreign nonprofit organization; (iv.) A domestic or foreign for-profit organization; (v.) A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
Executive means officers, managing partners, or any other employees in management positions.
Subaward: This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that the RECIPIENT award to an eligible subrecipient. The term does not include procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200 Subpart D).
A subaward may be provided through any legal agreement, including an agreement that the RECIPIENT or a subrecipient considers a contract.
Subrecipient means an entity that: Receives a subaward from the RECIPIENT under this award; and is accountable to the RECIPIENT for the use of the Federal funds provided by the subaward.

Total compensation means the cash and noncash dollar value earned by the executive during the RECIPIENT's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
Salary and bonus. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans. Above-market earnings on deferred compensation which is not tax-qualified. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

15. Audit Requirements
In accordance with 2 CFR 200.501(a), the RECIPIENT hereby agrees to obtain a single audit from an independent

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auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014.

16. Civil Rights Obligations

This term and condition incorporates by reference the signed assurance provided by the RECIPIENT's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and RECIPIENTS Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the RECIPIENT and subrecipients to comply fully with applicable civil rights statutes and implementing EPA regulations.

16.1. Statutory Requirements

16.1.1. In carrying out this agreement, the RECIPIENT must comply with:

16.1.1.1. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.

16.1.1.2. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and

16.1.1.3. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

16.1.2. If the RECIPIENT is conducting an education program under this agreement, it must also comply with:

16.1.2.1. Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

16.1.3. If this agreement is funded with financial assistance under the Clean Water Act (CWA), the RECIPIENT must also comply with:

16.1.3.1. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

16.2. Regulatory Requirements

16.2.1. The RECIPIENT agrees to comply with all applicable EPA civil rights regulations, including:

16.2.1.1. For Title IX obligations, 40 C.F.R. Part 5; and

16.2.1.2. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.

16.2.1.3. As noted on the EPA Form 4700-4 signed by the RECIPIENT's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

16.3. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

16.3.1. As a RECIPIENT of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the RECIPIENT agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance RECIPIENTS Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons." The guidance can be found at https://www.gpo.gov/fdsys/pkg/CFR-2015-title34-vol2/pdf/CFR-2015-title34-vol2-sec300-27.pdf

16.3.2. If the RECIPIENT is administering permitting programs under this agreement, the RECIPIENT agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance RECIPIENT's Administering Environmental Permitting Programs. The Guidance can be found at

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http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf.
16.3.3. In accepting this assistance agreement, the RECIPIENT acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The RECIPIENT must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.
https://www.gpo.gov/fdsys/pkg/FR-2006-03-21/pdf/06-2691.pdf

17. Disadvantaged Business enterprise Requirements
GENERAL COMPLIANCE, 40 CFR, Part 33
The RECIPIENT agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C
Pursuant to 40 CFR, Section 33.301, the RECIPIENT agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan RECIPIENTS, and prime contractors also comply. (http://www.epa.gov/osbp/dbe_efforts.htm). Records documenting compliance with the six good faith efforts shall be retained.

(a) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
(b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
(c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government RECIPIENTS, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
(d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
(e) Use the services and assistance of the SBA (Small Business Administration) and the Minority Business Development Agency of the Department of Commerce.
(f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

18. CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302
The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

The RECIPIENT agrees to:
(a) Establish all sub-award agreements in writing;
(b) Document the Federal Award Identification Number (FAIN), also known as the EPA Grant Number, on all subaward agreements under this award. PC-00J89401-1
(c) Maintain primary responsibility for ensuring successful completion of the approved project (this responsibility cannot be delegated or transferred to a subrecipient);
(d) Ensure that any sub-awards comply with the standards in 2CFR 200 Subpart D and are not used to acquire

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commercial goods or services for the RECIPIENT.
(e) Ensure that any subawards are awarded to eligible RECIPIENTS and that proposed award costs are allowable, reasonable and allocable;
(f) Ensure that any sub-awards to 501(c)(4) organizations do not involve lobbying activities;
(g) Monitor the performance of RECIPIENTS, and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
(h) Obtain ECOLOGY's consent before making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
(i) Obtain approval from ECOLOGY for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
(j) RECIPIENTS must monitor the performance of their subrecipients and ensure that they comply with applicable Federal assistance agreement requirements

19. Semi-Annual Performance Reports
The RECIPIENT will submit performance reports using the Financial and Ecosystem Accounting Tracking System (FEATS) form every six (6) months during the life of the project. The FEATS form will be provided to the sub-recipient by ECOLOGY's Project Manager. The reporting periods shall end March 31st and September 30th of each calendar year. Reports shall be submitted on or before April 15th and October 15th of each calendar year to ECOLOGY's Project Manager. It is preferred that reports be submitted by electronic mail. In accordance with 2 CFR 200.328, the RECIPIENT agrees to submit performance reports that include brief information on each of the following areas:
A comparison of actual accomplishments to the outputs and outcomes established in the assistance agreement work plan for the period.
(b) The reasons for slippages if established outputs/outcomes were not met;
(c) Additional pertinent information, including when appropriate, analysis and information of cost overruns or high unit costs.
In addition to the semi-annual performance reports, the RECIPIENT shall immediately notify ECOLOGY's Project Manager of developments that have a significant impact on the award-supported activities. In accordance with 2 CFR 200.328, the RECIPIENT agrees to inform ECOLOGY's Project Manager as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan. This notification shall include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.

20. Copyrighted Material and Data
In accordance with 2 CFR 200.315, EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a Federal purpose include but are not limited to: (1) Use by EPA for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the RECIPIENT through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of EPA's authorization to the other grantee to use the copyrighted works or other data. The grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of the selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data

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or; termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

21. Acknowledgement and Recognition of Funding Requirements
The RECIPIENT agrees that any reports, documents, publications, signage, video or other media materials developed for public distribution supported by this assistance agreement shall contain the following statement:

"This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement GRANT NUMBER (FAIN): (00J89401). The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."

22. Peer Review
The results of this project may affect management decisions relating to Puget Sound. Prior to finalizing any significant technical products the Principal Investigator (PI) of this project must solicit advice, review and feedback from a technical review or advisory group consisting of relevant subject matter specialists. A record of comments and a brief description of how respective comments are addressed by the PI will be provided to ECOLOGY's Project Manager prior to releasing any final reports or products resulting from the funded study.

23. Riparian Requirements - Riparian Buffers
Riparian buffer restoration projects in agricultural areas shall be consistent with the interim riparian buffer recommendations provided to EPA and the Natural Resource Conservation Service by National Marine Fisheries Service letters dated February 4, 2013 and April 9, 2013, or the October 28, 2013 guidance previously agreed to by Lead Organizations (LOs). The RECIPIENT shall confirm in writing the projects' consistency with the recommendations referenced below. The RECIPIENT will provide information on the extent to which the project includes appropriate riparian buffers or otherwise addresses pollution sources on other water courses on the properties in the project area to support water quality and salmon recovery.

Deviations can only be obtained through an exception approved by EPA. In order for EPA to evaluate a request for an exception, the RECIPIENT must submit to ECOLOGY the scientific rationale demonstrating adequacy of buffers for supporting water quality and salmon recovery. The request must summarize tribal input on the scientific rationale or other relevant issues. The scientific rationale could be developed from sources such as site-specific assessment data, salmon recovery plans, Total Maximum Daily Loads (TMDLs) and the state nonpoint plan. EPA will confer with the National Oceanic and Atmospheric Administration (NOAA) and ECOLOGY and provide the opportunity for affected tribes to consult with EPA before making a final decision on a deviation request.

The interim riparian buffer recommendations are shown in the following table:

Interim Riparian Buffer Recommendations for Streams in Puget Sound Agricultural Landscapes (Originally proposed as federal Option 3 for the Agriculture Fish and Water (AFW) Process, March 2002)

Riparian Buffer Guidance

October 28, 2013

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NMFS Channel Type (1)	Refer to numbers below	Buffer Width (2)
Class I- a. Constructed ditches; fishless streams		35 feet
b. Perennial waters historically unaccessed by anadromous or ESA listed fish species		50 feet
Habitat function/Composition: Water quality protection; shade; sediment filtration		
Class II- fish bearing stable modified natural channel, entrenched or spring fed watercourses that do not move-Supporting site assessment to increase buffer width		100 feet
Habitat function/Composition: Water quality, large woody debris (LWD) for cover, complexity and shade		
Class III- Fish Bearing- unconfined perennial, intermittent, ephemeral historically accessed by anadromous or ESA listed fish- Supporting site assessment to increase buffer width		100 feet
Habitat function/Composition: Water quality, large woody debris (LWD) for cover, complexity and shade		
Class IV- Diked, permanently fixed (3)		N/A
Class V (4)- Fish bearing, intertidal/estuary; perennial, intermittent ephemeral historically by anadromous or ESA listed fish species in intertidal and estuarine streams and channels.		35-75 feet

Supporting site assessment of adjacent land use recommended to increase buffer protections needed to meet all applicable water quality standards.

Habitat function/Composition: Site potential vegetation (salt water) sedges, shrubs, etc.

(1) Fish presence based on Washington's Integrated Fish Distribution database. Fish presence includes all classes of presence of anadromous or ESA listed fish. Where no fish distribution data is available, fish presence must be determined by contacting local Washington Dept. of Fish and Wildlife or Tribal biologist.

(2) Buffer widths are required minimums; however, if a landowner believes that the buffers called for by the table significantly interfere with his/her ability to reasonably use their property, there is a process to identify alternative buffers that are smaller.

(3) Generally, buffer vegetation is required between the watercourse and dike, based upon the criteria of the corresponding channel type. However, levee vegetation requirements are subject to U.S. Army Corps of Engineers (Corps) guidance which can be found in Engineering Technical Letter No. 1110-2-571, "Engineering and Design: Guidelines for Landscape Planting and Vegetation Management at Levees, Floodwalls, Embankment Dams, and Appurtenant Structures", as well as in the U.S. Army Corps of Engineers "Levee Owner's Manual for Non-Federal Flood Control Works".

(4) Estuarine channels are defined as stream channels having direct, daily tidal influence such that the vegetation is adapted to saltwater or intertidal conditions.

Ecology Specific Requirements

1. Increased Oversight

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The RECIPIENT agrees to submit all backup documentation with each payment request submittal. ECOLOGY's Project Manager will establish a schedule for additional site visits to provide technical assistance to the RECIPIENT and verify progress or payment information.

2. Light Refreshments

The RECIPIENT may spend up to $100 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed $400.

3. Equipment Purchase

The total cost of all equipment purchased under this project will not exceed $1000 without prior approval from ECOLOGY.

4. Requests for reimbursement

The RECIPIENT must submit payment requests and supportive documentation to ECOLOGY's EAGL online system. Payments will be made on a cost reimbursable basis.

5. Final Billing and Project Summary Report

The RECIPIENT shall submit final billing and Project Summary Report within thirty (30) days after the expiration date of the project. RECIPIENT shall use the ECOLOGY Project Summary Report format.

6. Quality Assurance and Data Management

Quality Assurance Project Plan (QAPP). Prior to initiating project activities, the RECIPIENT must prepare a Quality Assurance Project Plan (QAPP) Waiver Form. If ECOLOGY's Quality Control Manager determines that a QAPP is needed, the RECIPIENT must prepare a QAPP. The QAPP must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (Guidelines), July 2004 (ECOLOGY Publication No. 04-03-030). The applicant may also reference the Technical Guidance for Assessing the Quality of Aquatic Environments, revised February 1994 (ECOLOGY Publication No. 91-78) or more current revision, in developing the QAPP.

The RECIPIENT must submit the QAPP to ECOLOGY's Project Manager for review and comment. The RECIPIENT must receive written approval of the QAPP by ECOLOGY before starting the activities covered by the QAPP. To find the QAPP Waiver Form and for more information on QAPP requirements, visit: http://www.ecy.wa.gov/programs/eap/qa/docs/NEPQAPP/index.html.

7. Accredited Laboratory Testing

The RECIPIENT must use an environmental laboratory accredited by ECOLOGY to analyze water samples for all parameters that require bench testing for analysis. Information on currently accredited laboratories and the accreditation process is provided on ECOLOGY's Environmental Assessment Program website at: http://www.ecy.wa.gov/programs/eap/labs/index.html.

8. Data Management Duration

The RECIPIENT should manage all monitoring data collected or acquired under this agreement in order to be available to secondary users and meet the "ten-year rule." The ten-year rule means that data documentation is sufficient to allow an individual not directly familiar with the specific monitoring effort to understand the purpose of the data set, methods used, results obtained, and quality assurance measures taken ten years after data are collected.

9. Monitoring Data Submittal and Information Management

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RECIPIENTS that collect environmental monitoring data must submit all data to EPA using the Storage and Retrieval data system (STORET). Data must be loaded into STORET following instructions on the website at http://www.epa.gov/STORET. Final payment requests will be withheld until data has been submitted to STORET. If Geographic Information System (GIS) data is collected, RECIPIENTS are required to follow ECOLOGY data standards when GIS data are collected and processed as documented at http://www.ecy.wa.gov/services/gis/data/standards/standards.htm. RECIPIENTS must submit copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

10. Geospatial Data Standards
All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at https://www.fgdc.gov/

11. Archaeological And Historic Resources Requirements
The RECIPIENT agrees that in no case shall construction activities, ground disturbance, or excavation of any kind, begin until archaeological resource and historic property review is completed.

The RECIPIENT will coordinate with ECOLOGY to make a REASONABLE and GOOD FAITH EFFORT to identify archaeological resources and historic properties within the Area of Potential Effect (APE). ECOLOGY, in consultation with the Washington State Department of Preservation (DAHP), Tribal Historic Preservation Officers (THPOs), and affected parties, will determine if the project might affect historic properties.

The RECIPIENT activities associated with the archaeological resource and historic property review process are an eligible reimbursable cost subject to approval by ECOLOGY. Any soil disturbing activities that occur prior to the completion of this process will not be eligible for reimbursement.

DAHP has provided further guidance that can be accessed online at: http://www.dahp.wa.gov/
In the event of an unanticipated discovery during project implementation RECIPIENT SHALL:

STOP WORK. If any RECIPIENT employee, contractor or subcontractor believes that he or she has uncovered an artifact, funerary objects, human skeletal material, or historic resource at any point in the project, all work adjacent to the discovery must stop. The discovery location should be secured at all times.

The RECIPIENT is responsible for developing an approved Inadvertent Discovery Plan (IDP). The IDP must be immediately available by request by any party. An IDP must be immediately available and be implemented to address any discovery.

Construction may continue at the discovery location only after the process outlined in the IDP is followed and, DAHP, any affected tribes, ECOLOGY (and federal agencies, if any) determine that compliance with state and federal laws is complete.

RECIPIENT is legally and financially responsible for ensuring compliance with all federal laws, regulations, and agreements related to the protection of historic properties. The RECIPIENT agrees to hold harmless the State of Washington in relation to any claim related to such historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT'S project funded under this agreement.

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The RECIPIENT shall require the above provisions to be contained in all contracts for work or services related to the declared SCOPE OF WORK. In no case shall construction activities begin until the RECIPIENT has complied with all provisions of ECOLOGY's archaeological resource and historic property review process.

SHORELANDS NEP TERMS AND CONDITIONS LAST UPDATED ON 05/04/2016

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

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

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

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

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

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

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

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GENERAL TERMS AND CONDITIONS

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

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition". https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.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. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological or cultural resources. Activities associated with archaeological and cultural resources are an eligible reimbursable cost subject to approval by ECOLOGY.

RECIPIENT shall:

a) Immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this Agreement.

b) Immediately notify the Department of Archaeology and Historic Preservation at (360) 586-3064, in the event historical or cultural artifacts are discovered at a work site.

c) Comply with Governor Executive Order 05-05, Archaeology and Cultural Resources, for any capital construction projects prior to the start of any work.

d) Comply with RCW 27.53, Archaeological Sites and Resources, for any work performed under this Agreement, as applicable. National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact cultural or historic properties.

4. ASSIGNMENT

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

5. 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.

6. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the

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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 may require approval by ECOLOGY prior to purchase.
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 Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.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 should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. 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 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.

8. 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.

9. CONTRACTING FOR GOODS AND SERVICES
RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall

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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.

10. 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 contract will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL STANDARDS

a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: http://www.ecy.wa.gov/eim.
b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: http://www.ecy.wa.gov/services/gis/data/standards/standards.htm. RECIPIENTS 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.

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c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. ORDER OF PRECEDENCE
In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved

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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"; and (f) the General Terms and Conditions.

18. 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.

19. 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 shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. 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

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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:

a. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

b. 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.

21. 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.

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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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, http://www.ecy.wa.gov/programs/swfa/epp.

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27. 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. 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.

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

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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.

28. 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.

29. 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.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/25/2015

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