

## WEST SOUND UTILITY DISTRICT

Board of Commissioners  
Regular Board Meeting

March 1, 2023  
1:00 PM

Please direct your smart device or computer to [www.wsud.us/meetings](http://www.wsud.us/meetings) for information on virtual attendance.

### AGENDA

#### PUBLIC COMMENTS

#### CONSENT AGENDA

1. Approval of the Regular Board Meeting Minutes of February 15, 2023
2. Approval of Vouchers WSUD #31206 through #31233 in the amount of \$71,213.72
3. Approval of Vouchers SKWRF #17354 through #17367 in the amount of \$38,583.86

#### BOARD DISCUSSION/ACTION ITEM

1. Introduction, New Employee Eric Jahn, Utility Specialist Trainee
2. Resolution 1061-23, SKWRF Lead Operator Job Description
3. Resolution 1063-23, Professional Services Agreement, N.L Olson & Associates, Inc.
4. Resolution 1064-23, Amending Administrative Policies, Absence without Duly Authorized Leave
5. Resolution 1065-23, Authorizing Grant Agreement, Ecology Nutrient General Permit
6. Resolution 1066-23, Confirming the Hiring of Utility Specialist Darryl Boco
7. Resolution 1067-23, DEC Acceptance, Berg Plat Phase II
8. Discussion, Accessory Dwelling Unit Policies

#### STAFF REPORTS

1. Plant Manager
2. Operations Manager
3. Finance Manager
4. General Manager

#### COMMISSIONERS' REPORTS

#### EXECUTIVE SESSION

Executive Sessions may be scheduled or announced for discussions per RCW 42.30.110.

#### FUTURE MEETINGS

|          |  |
|----------|--|
| March 15 | Regular Board Meeting  |
| March 22 | Sewer Advisory Committee Meeting (Location to be determined) |
| April 5  | Regular Board Meeting  |
| April 19 | Regular Board Meeting  |

**Executive Sessions may be scheduled as needed for personnel, legal and other similar matters.**

**The Board may add and take action on other items not listed on the agenda**



WEST SOUND UTILITY DISTRICT  
Minutes of Meeting of the Board of Commissioners  
2924 SE Lund Avenue, Port Orchard, WA 98366  
Wednesday, February 15, 2023 at 1:00 p.m.

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Chairperson: Jerry Lundberg  
Vice Chairperson: Susan Way  
Commissioner: James J. Hart

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Attending: Randy Screws, General Manager  
John Tapia, Operation Manager  
Marty Grabill, Plant Manager  
Joy Ramsdell, Finance Manager  
Ken Bagwell, Attorney  
Michaela Horishige, Accounting/Office Assistant

The meeting was called to order by Commissioner Way at 1:00 p.m.

**PUBLIC COMMENTS**

Mr. James Tatum of 3897 Beach Drive spoke on current Accessory Dwelling Unit policies and his thoughts on how they could be made more equitable for customers.

**CONSENT AGENDA**

1. Approval of the Regular Board Meeting Minutes of February 1, 2023
2. Approval of Vouchers WSUD #31173 through #31205 in the amount of \$126,512.68
3. Approval of Vouchers SKWRF #17330 through #17353 in the amount of \$75,673.06
4. February Payroll in the Amount of \$212,178.98

Commissioner Hart moved to approve the items in the Consent Agenda. The motion was seconded by Commissioner Lundberg; the motion was approved 3-0.

**BOARD DISCUSSION/ACTION ITEM**

Discussion, Accessory Dwelling Unit Policies

GM Randy Screws informed the Board that Kitsap County now allows two ADUs per parcel in Urban Growth Areas, with no requirement for the owner to reside on the parcel. A work-study session was requested to discuss how policies, GFC charges, and customer classifications will be affected by this change and how to ensure they are equitable. It was decided that further discussion would be held at the next Regular Board Meeting on March 1, 2023.

Resolution 1061-23, SKWRF Lead Operator Job Description

Tabled until the March 1, 2023 meeting.

Resolution 1062-23, Step Increase, WSUD Employee

Passed 3-0

## **STAFF REPORTS**

### **PLANT MANAGER'S REPORT**

Plant Manager Marty Grabill reported:

- Testing and monitoring as required by the NPDES Permit.
- Placed order for primary skimmer replacement. This replacement may go into next year due to the lead time set for September 2023.
- Reaching out for quotes on grit pump replacement.
- Reaching out for quotes on generator switchgear replacement.

### **PSE Conservation Grant Agreement (2021-2023)**

- Continuous work with PSE on Conservation Grant Agreement. Year 2 of 3 was completed in February 2023.
- PSE Teams meeting today. Attempting to get grant funding for our RDT project and working with PSE on providing data.

### **Rotary Drum Thickener-ESCO (2022)**

- 100% design approved and stamped by the Dept. of Ecology.
- Thickener delivery set for May 5<sup>th</sup>, 2023.
- Mobilization set to begin May 12<sup>th</sup>, 2023.
- Closeout set for July 1<sup>st</sup>, 2023.

### **Nutrient General Permit (2022)**

- Ongoing testing and documentation.
- No updates on grant funding.
- No updates on collaborating with Jacobs Engineering through AWC on nutrient optimization planning.

## **OPERATION MANAGER'S REPORT**

Operation Manager John Tapia reported:

### **CIP - South Park Main Replacement**

- Locate and survey completed for the site.
- WSE is working on the recommended easement.

### **Powell Booster Station Engineering**

- JJ had a meeting with the engineers today and I haven't heard the outcome from that yet.

### **Fircrest/Mile Hill Main Replacement**

- 2" galvanized to be replaced.
- Possible development going in, no update.

### **Olney Sewer Replacement**

- Engineering contract has been signed with WSE.
- Project design has started with locate being complete.
- Going through project options with WSE.

### Intertie with Manchester

- Engineering has been completed by WSE. Waiting for updated material costs from them.

### Crew:

1. St. Vincent DePaul project: City contacted about the permit. Reached out to Caseco for time update. Not enough workers lately.
2. Commercial water meter replacements continue.
3. Residential water meter replacements continue.
4. Vac-con ordered.
5. New TV Van out to bid; opening on February 28<sup>th</sup>, 2023.
6. New hire Eric Jahn started Monday, February 13<sup>th</sup>, 2023.
7. Interviewed four applicants. All are great applicants.
8. Looking into mission updates for correct flow information reports. Two new flow meter installations soon.
9. Met with fire alarm contractor. We need a new system as we cannot get parts for repair of the old one (2001). Still haven't received a quote.

### Water production through January:

- 2021: 42,235,000 gallons
- 2022: 40,573,000 gallons
- 1.3 million per day average
- Difference: 1,662,000 gallons less

### Rain Gauge:

- 2021: 10.43"
- 2022: 6.34"
- Difference: 4.09" LESS than last year

### **FINANCE MANAGER'S REPORT**

Finance Manager Joy Ramsdell reported:

- 111 past due letters were sent out this month and only 11 accounts were shut off.
- As of today, there are 40 accounts with a 90 day past due balance totaling \$21K.
- We discovered January billing errors caused by Springbrook programing, rate setup, and meter reading issues. Notified customers as soon as these were found and adjusted billing.
- Working on pension liability calculation.

### **GENERAL MANAGER'S REPORT**

General Manager Randy Screws reported:

- Finalized cyclical end-of-year items.
- Fire line/ fire suppression: Consultants have provided a draft copy of the Technical Memorandum.
- Technical Memorandum is under review and discussion.
- Continue reviewing the District's ADU Policies.
- TV Inspection Vehicle identified in the 2023 sewer Capital Plan is out for public bid
- Staff are continuing assessing procuring a carport-type area for vehicles to protect the District's vehicles currently in the open.

A five-minute Executive Session is being requested for a Discussion of the Performance of a public employee (RCW 42.30.110(1)(g)). Action is to be taken after the Board is out of Executive Session.

**COMMISSIONERS' REPORTS**

Commissioner Hart reported attending the Retro Program meeting; a larger pool of participants will possibly be accepted this year. Commissioners Way and Lundberg had nothing to report.

**EXECUTIVE SESSION**

The Board and GM Randy Screws entered a five-minute Executive Session for Discussion of the Performance of a Public Employee under (RCW 42.30.110(1)(g)) at 2:15 p.m. Executive Session ended at 2:20 p.m. with action taken. Commissioner Hart moved to approve Resolution 1062-23. Motion was seconded by Commissioner Lundberg; the resolution passed 3-0.

**ADJOURN**

Commissioner Hart moved to adjourn the meeting at 2:21 p.m. Motion was seconded by Commissioner Lundberg; the motion was approved 3-0.

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Susan Way

Chairperson

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James Jay Hart

Vice-Chairperson

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Jerry Lundberg

Secretary









**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1061-23**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
APPROVING A NEW JOB DESCRIPTION FOR THE POSITION OF  
LEAD OPERATOR FOR SKWRF**

**WHEREAS**, the District’s personnel policies include a comprehensive index of job descriptions which are periodically updated; and

**WHEREAS**, the Board of Commissioners approved by Resolution 1038-22 on November 1, 2022, the 2023 Salary Schedule which included a new position identified as Lead Operator for SKWRF; **NOW THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT  
HEREBY RESOLVES:**

**Section 1.** The job description for “Lead Operator” (Exhibit “A”) is hereby approved and adopted.

**APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District** at a Regular Board meeting held on February 15, 2023.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary



**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1063-23**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
AUTHORIZING A PROFESSIONAL SERVICES CONTRACT  
WITH  
N.L. OLSON AND ASSOCIATES, INC. ENGINEERING  
FOR ON-CALL SERVICES**

**WHEREAS**, THE District allocates funding within the SKWRF, water, and sewer departments' annual budgets for Engineering Services; and

**WHEREAS**, the District has prepared a professional services agreement for on-call professional engineering, surveying, consulting and related services in connection with district projects and needs not to exceed \$50,000 annually for such on-call services; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** The Board of Commissioners hereby approves the attached professional services agreement (Exhibit "A") for on-call professional engineering, surveying, consulting, and related services with N.L. Olson & Associates, Inc. The Board further authorizes the General Manager to sign the agreement with N.L. Olson & Associates, Inc.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on March 1, 2023.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
WEST SOUND UTILITY DISTRICT  
AND  
N.L. OLSON & ASSOCIATES, INC.**

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, by and between the WEST SOUND UTILITY DISTRICT, (hereinafter referred to as the "District") and N.L OLSON & ASSOCIATES, INC. (hereinafter referred to as "Engineer").

**WHEREAS**, the District desires to engage Engineer to provide professional engineering, surveying, consulting, and related services ("Services") in connection with District projects and needs; and

**WHEREAS**, Engineer desires to render these Services on an as-needed.

**WHEREAS**, Engineer represents that he/she and his/her company are qualified and possess sufficient skills, experience, and the necessary capabilities, including technical and professional expertise where required, to perform the services set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants, and performance contained herein, the parties agree as follows:

**I. DURATION OF AGREEMENT**

- 1.1 This Agreement shall be effective commencing on the date of the last signature execution date of this agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other party. However, the Parties have the ability to terminate this Agreement in accordance with Section XIII of this Agreement.

Unless otherwise stated in this Agreement, the rates of compensation for Engineer's services have been agreed to in anticipation of the orderly and continuous progress of a project through completion. If any specified dates for the completion of Engineer's Agreement for Professional Services are exceeded through no fault of the Engineer, the time for performance of those services shall be automatically extended for a period which may be reasonably required for their completion and all rates, measures and amounts of Engineer's compensation shall be equitably adjusted.

This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

**II. SCOPE OF WORK AND SCHEDULE**

- 2.1 Engineer shall provide services for the scope of work set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though fully set forth.

### **III. COMPENSATION**

- 3.1 For Engineer's services, the District will pay Engineer at the rates set forth in the "N.L. Olson & Associates, INC. Fee Schedule", Exhibit "B". The on-call services of the Engineer shall not exceed \$50,000.00 on an annual basis.

### **IV. RELATIONSHIP AND RESPONSIBILITIES OF PARTIES**

- 4.1 It is understood by both parties that the Engineer is an independent Contractor, and not an employee of the District. The District will not provide the Engineer any fringe benefits, including but not limited to health insurance benefits, paid vacation, or any other employee benefit. The Engineer shall be solely responsible for any and all local, state or federal withholding taxes, social security or self-employment taxes, business and occupation taxes, or any other tax obligation which arises from compensation received pursuant to this Agreement. Engineer will be solely and entirely responsible for its acts and for the acts of Engineer's agents, employees, representatives and sub-contractors during the performance of this Agreement. The District may, during the term of this Agreement, engage other independent contractors to perform the same or similar work.

As an independent contractor, Engineer is responsible for its own management. The District's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over Engineer or its personnel.

- 4.2 The District shall provide direction as to duties or services needed for each project or service need as set forth by the District's General Manager or his/her assigns.
- 4.3 District will provide all criteria and information pertaining to District's requirements for projects or services, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. District will also provide copies of any District furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.
- 4.4 District will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by Engineer. The District agrees to bear full responsibility for the technical accuracy and content of District-furnished documents and services.
- 4.5 When requested by the District, Engineer shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Engineer shall maintain accounting records in accordance with Generally Accepted Accounting Principles (GAAP) to substantiate all billed amounts.

- 4.6 Original documents, drawings, designs and reports, including those in electronic format, developed under this Agreement are the property of the District. All written information submitted by the District to the Engineer in connection with the services performed by the Engineer under this Agreement will be safeguarded by the Engineer to at least the same extent as the Engineer safeguards like information relating to its own business. If such information is publicly available or is already in Engineer's possession or known to it, or is rightfully obtained by the Engineer from third parties, Engineer shall bear no responsibility for its disclosure, inadvertent or otherwise.

## **V. COMPLIANCE WITH LAWS AND REGULATIONS**

- 5.1 In performing this Agreement, the Engineer agrees to comply with all federal, state, and local laws, ordinances, and regulations, including standards for licensing, certifications, and operation of facilities and programs.

## **VI. CONTRACTS AND AGREEMENTS**

- 6.1 Any and all contracts or agreements, proposals, partnerships, inter-local agreements, memoranda of understanding, subcontracting, or other actions taken pursuant to the provisions of this Agreement which would bind the District legally and/or encumber public funds shall be reviewed and approved by the District's General Manager, prior to entering into such agreements.

## **VII. INSURANCE/INDEMNIFICATION/HOLD HARMLESS**

- 7.1 Engineer agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which Engineer is legally liable.
- 7.2 Any payment of deductible or self-insured retention shall be the sole responsibility of the Engineer.
- 7.3 All required policies shall be provided on an "occurrence" basis except professional liability insurance (if required), which may be provided on a "claims-made" basis.
- 7.4 The District shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Engineer and a copy of an endorsement that is acceptable to the District, which names the District as an additional insured shall be attached to the Certificate of Insurance. The District reserves the right to receive a certified copy of all the required insurance

policies and endorsements. The District further reserves the right to reject any unacceptable policies and/or endorsements.

- 7.5 The Engineer's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- 7.6 The Engineer's insurance shall be primary insurance as respects the District and the District shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.
- 7.7 The District also reserves its unqualified right to require at any time and for any reason, proof of coverage in the form of a duplicate of the insurance policy with all endorsements as evidence of coverage.
- 7.8 If flying an Unmanned Aerial System (UAS or drone), Engineer will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. The District shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the District. Engineer agrees to indemnify District for third-party personal injury and property damage claims to the extent caused by Engineer's negligent acts, errors, or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of goodwill; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.
- 7.9 Any and all services rendered or performed pursuant to this Agreement will be rendered or performed entirely at the Engineer's own risk. The Engineer expressly agrees to indemnify and hold harmless the District and all of its officers, agents, representatives, employees, successors, transferees and assigns, from any and all liability, loss, or damage it may suffer as a result of claims, demands, legal actions, or damages to any and all persons or property.
- 7.10 The District's review or acceptance of any of the work when completed shall not be grounds to avoid any of these covenants of indemnification.
- 7.11 Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Engineer and the District, its officers, officials, employees, agents and volunteers, the Engineer's liability hereunder shall be only to the extent of the Engineer's negligence.



7.12 IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE ENGINEER'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

7.13 The provisions of this section shall survive the expiration or termination of this Agreement.

#### **VIII. ENTIRE AGREEMENT**

8.1 The parties agree that this Agreement is the complete expression of the terms and conditions hereto, and any oral representations or understandings not incorporated herein are excluded. The parties agree that any modification of this Agreement must be in writing and signed by both parties.

#### **IX. SEVERABILITY**

9.1 If any part, paragraph, section or provision of this Agreement is adjudged to be invalid by a court of competent jurisdiction, such term or provision shall be read out of this Agreement and shall not affect the validity of any remaining sections, part or provision of this Agreement, nor give rise to any cause of action by either party against the other, and the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

#### **X. WAIVER OF CONTRACTUAL RIGHT**

10.1 The failure of either party to enforce any provision of this Agreement shall not be deemed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

#### **XI. NON-ASSIGNABILITY**

11.1 This Agreement shall not be assigned or transferred by the Engineer, directly or indirectly, (including subcontracting) without the prior written consent of the District's General Manager. The District shall have sole discretion in determining if it will approve any such assignment or transfer.

#### **XII. CHOICE OF LAW AND VENUE**

12.1 This Agreement shall be governed and interpreted under the laws of the State of Washington. In the event litigation is commenced to enforce any of the terms or provisions of this Agreement, the parties agree that the venue of such action shall be in the Superior Court of Kitsap County, Washington.

### **XIII. TERMINATION**

- 13.1 This Agreement shall remain in force until completion and acceptance of the services, terminated by written instrument upon mutual consent, or by the District for convenience. This Agreement may be immediately terminated for cause by a Party if the other Party substantially fails to perform through no fault of the terminating Party, and the non-performing Party does not commence correction of the failure of performance within thirty (30) days of the terminating Party's sending notice to the non-performing Party. Any Notice by Engineer shall include a report showing the status of all items listed in the Scope of Work current through the termination date.
- 13.2 If the District receives reimbursement by any federal, state, or other source for work described in Section I herein, and that funding is withdrawn, reduced or limited in any way, or the project is cancelled or substantially reduced after the execution date of this Agreement and prior to the completion of the work, the District may summarily terminate this Agreement.

A. Excusable Delays: The right of Engineer to proceed shall not be terminated nor shall Engineer be charged with liquidated damages for any delays in the completion of the work due to: 1) any acts of the federal government in controlling, restricting, or requisitioning materials, equipment, tools, or labor by reason of war, national defense, or other national emergency; 2) any acts of the District, its consultants, or other public agencies causing such delay; and 3) causes not reasonably foreseeable by the parties at the time of the execution of the Agreement that are beyond the control and without the fault or negligence of the Engineer, including, but not restricted to, acts of God, fires, floods, strikes, or weather of unusual severity. PROVIDED, HOWEVER, that the Engineer must promptly notify the District within ten (10) calendar days in writing of the cause of the delay. If, on the basis of the facts and the terms of this Agreement, the delay is properly excusable, the District shall, in writing, extend the time for completing the work for a period of time commensurate with the period of excusable delay.

B. Rights Upon Termination: In the event of termination, the District shall pay for all services performed by the Engineer to the effective date of termination, as described on a final invoice submitted to the District. After termination, the District may take possession of all records and data within the Engineer's possession pertaining to this project which may be used by the District without restriction. Any such use not related to the project which Engineer was contracted to perform shall be without liability or legal exposure to the Engineer.

### **XIV NOTICES**

- 14.1 Except as otherwise provided, any notice required under this Agreement shall be made by written notice and sent to the other party by first class mail, postage paid, at the addresses below, or to any agent designated in writing by either party. Notices shall be sent to the parties as follows:

West Sound Utility District  
Glen R. Screws, General Manager  
2924 SE Lund Avenue  
Port Orchard, WA 98366

N.L. Olson & Associates, Inc.  
Norm L. Olson, Principal  
2453 Bethel Avenue  
Port Orchard, WA 98366

**XV. EXECUTION**

15.1 This Agreement or amendments hereto, shall be executed on behalf of each party by its duly authorized representative. This Agreement, or any amendment, shall be deemed adopted upon the date of execution by said duly-authorized representatives of the parties.

**WEST SOUND UTILITY DISTRICT**

**N.L. OLSON & ASSOCIATES, INC.**

\_\_\_\_\_  
Glen R. Screws, General Manager

\_\_\_\_\_  
Norman L. Olson II, Principal

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**West Sound Utility District**  
**Engineering/Surveying On-Call**  
**Scope of Services**

**Objective**

- Provide professional engineering/surveying consultation and customary services.

**Engineer Services**

- Provide professional services at the request of West Sound Utility District (District), as mutually agreed upon and defined.

**WSUD Responsibilities**

- Identify professional engineering/surveying services support deemed necessary to support District objectives.

**Assumptions**

- Agreement for the services to be performed will be documented, typically in the form of email correspondence, and agreed upon by District and Engineer prior to proceeding.

**Deliverables**

- To be determined and agreed upon by District and Engineer.

**Fee for Professional Services**

- Engineer's services are offered on a time-and-materials basis, including labor (direct labor times multiplier), plus direct expenses (may include mileage, telephone, printing, and postage).



**N.L. OLSON & ASSOCIATES, INC.**  
**FEE SCHEDULE**  
 (Effective January 2023)  
**EXHIBIT B**



| Classification                | Hourly Rate |
|-------------------------------|-------------|
| <b>Office Staff</b>           |             |
| Principal Engineer            | \$ 210.00   |
| Project Engineering Manager   | \$ 190.00   |
| Sr. Project Engineer          | \$ 170.00   |
| Surveyor, PLS                 | \$ 190.00   |
| Project Surveyor              | \$ 145.00   |
| Sr. Design Engineer           | \$ 150.00   |
| Design Engineer II            | \$ 135.00   |
| Design Engineer I             | \$ 110.00   |
| Sr. Geologist                 | \$ 125.00   |
| Geologist                     | \$ 105.00   |
| Staff Geologist               | \$ 100.00   |
| Sr. Drafter                   | \$ 100.00   |
| Drafter                       | \$ 80.00    |
| Field Technician              | \$ 95.00    |
| Permit Coordinator            | \$ 105.00   |
| Support Staff                 | \$ 75.00    |
| <b>Field Crew -Survey</b>     |             |
| Field Crew - 2 Person         | \$ 210.00   |
| Field Crew - 1 Person Robotic | \$ 150.00   |
| GPS - 1 Person                | \$ 150.00   |
| Party Chief                   | \$ 125.00   |
| Instrument Operator           | \$ 85.00    |

**EXTRA EXPENSE SCHEDULE**

| EXPENSE DESCRIPTION                                      | COST  |
|--|---|
| <b>MILEAGE</b>   |   |
| Company Vehicle  | Current Rate  |
| Individual Vehicle                                       | Current Rate  |
| Ferry  | Current Rate  |
| <b>REPRODUCTIVE FEES</b>                                 |   |
| Blueprint / Blackline                                    | 2.50 / sheet  |
| Oversized Prints   | 3.00 / sheet  |
| Mylar  | 8.00 / sheet  |
| Extra Copies (Letter Legal - Client Requested)           | .10 / sheet   |
| <b>COURIER SERVICES</b> (UPS, Fed Exp., Mailboxes, Etc.) | As billed by service w/Admin Charge of 10% added    |
| <b>OTHER CONSULTANTS</b>                                 | As billed by consultant w/Admin Charge of 10% added |
| <b>EXPERT WITNESS</b> -Testimony, depositions, etc.      | \$400.00/hour                                       |



**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1064-23**

**A RESOLUTION OF THE WEST SOUND UTILITY DISTRICT  
BOARD OF COMMISSIONERS  
AMENDING ADMINISTRATIVE PERSONNEL POLICIES**

**WHEREAS**, the District Board of Commissioners adopts and provides clear and definitive policy direction; and

**WHEREAS**, the District adopted a Uniform Administrative Code Book by Resolution 550-15 on June 22, 2015 which includes Personnel Policies; and

**WHEREAS**, the District has reviewed its current “Absence without Duly Authorized Leave” Policy within the Administrative Code Book and has determined it is necessary to amend the policy to include clarification on absence while not on duly authorized leave; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT  
HEREBY RESOLVES:**

**Section 1.** The Board of Commissioners hereby amends the District Administrative Code, Title 4, Personnel policies, Section 4.4.14, “Absence without Duly Authorized Leave” as amended per the attached Exhibit “A”.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on March 1, 2023.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary

**4.4.14 Absence without Duly Authorized Leave**

No leave of absence, whether with or without pay, shall be allowed unless authorized in advance. Absence not on duly authorized leave shall be treated as leave without pay, and in addition, may be grounds for disciplinary action or termination. Unauthorized absence from duty or absence not on duly authorized leave for three (3) ~~consecutive~~ days within a twelve (12) month period constitutes separation from service. Leave for compelling personal reasons will be allowed only by prior approval and permission by the General Manager and the Board of Commissioners.





**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1065-23**

**A RESOLUTION OF THE WEST SOUND UTILITY DISTRICT  
BOARD OF COMMISSIONERS  
AUTHORIZING ACCEPTANCE OF THE  
DEPARTMENT OF ECOLOGY  
WATER QUALITY PUGET SOUND  
NUTRIENT REDUCTION AGREEMENT GRANT**

**WHEREAS**, the South Kitsap Water Reclamation Facility managed and operated by West Sound Utility District has applied for grant funding relating to the imposition of Ecology’s Puget Sound Nutrient General Permit requirements to improve water quality in the State of Washington by reducing nutrients discharged to Washington waters of the Salish Sea; and

**WHEREAS**, the Washington State Department of Ecology has offered West Sound Utility District a grant to conduct work at the South Kitsap Water Reclamation Facility related to the implementation of the Puget Sound Nutrient General Permit; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** The Board of Commissioners hereby authorizes the Plant Manager and General Manager to sign and complete any necessary documents to secure the Washington State Department of Ecology Grant Funding for \$119,440.00 to conduct work at the South Kitsap Water Reclamation Facility related to the implementation of the Puget Sound Nutrient General Permit per the attached Exhibit “A”.

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on March 1, 2023.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary



**Agreement No. WQPSNR-2021-WSUD-00002**

**WATER QUALITY PUGET SOUND NUTRIENT REDUCTION AGREEMENT**

**BETWEEN**

**THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY**

**AND**

**WEST SOUND UTILITY DISTRICT**

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

**GENERAL INFORMATION**

|   |                                      |
|---|--------------------------------------|
| Project Title:  | Puget Sound Nutrient Reduction Grant |
| Total Cost:   | \$119,440.00                         |
| Total Eligible Cost:                                    | \$119,440.00                         |
| Ecology Share:  | \$119,440.00                         |
| Recipient Share:  | \$0.00                               |
| The Effective Date of this Agreement is:                | 07/01/2021                           |
| The Expiration Date of this Agreement is no later than: | 12/31/2025                           |
| Project Type:   | Wastewater Facility                  |

Project Short Description:

This project will assist Puget Sound Nutrient Permittees in planning, implementation or management of nutrient discharge reduction identified in the Puget Sound Nutrient General Permit.

Project Long Description:

N/A

Overall Goal:

This project will improve water quality in the State of Washington by reducing nutrients discharged to Washington waters of the Salish Sea.

State of Washington Department of Ecology

Agreement No: WQPSNR-2021-WSUD-00002

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: West Sound Utility District

**RECIPIENT INFORMATION**

Organization Name: West Sound Utility District

Federal Tax ID: 74-3242834

Mailing Address: 2924 SE Lund Ave.  
port orchard, WA 98366

Physical Address: 2924 SE Lund Ave.  
port orchard, Washington 98366

Organization Email: rscrews@wsud.us

**Contacts**

Agreement No: WQPSNR-2021-WSUD-00002  
 Project Title: Puget Sound Nutrient Reduction Grant  
 Recipient Name: West Sound Utility District

|                                    |   |
|------------------------------------|---|
| <p><b>Project Manager</b></p>      | <p>Marty Grabill<br/>                 Plant Manager</p> <p>2924 SE Lund Ave.<br/>                 port orchard, Washington 98366<br/>                 Email: mgrabill@wsud.us<br/>                 Phone: (360) 874-5004</p>      |
| <p><b>Billing Contact</b></p>      | <p>Marty Grabill<br/>                 Plant Manager</p> <p>2924 SE Lund Ave.<br/>                 port orchard, Washington 98366<br/>                 Email: mgrabill@wsud.us<br/>                 Phone: (360) 874-5004</p>      |
| <p><b>Authorized Signatory</b></p> | <p>Marty Dean Grabill<br/>                 Plant Manager</p> <p>2924 SE Lund Ave.<br/>                 port orchard, Washington 98366<br/>                 Email: mgrabill@wsud.us<br/>                 Phone: (360) 874-5004</p> |

Agreement No: WQPSNR-2021-WSUD-00002  
 Project Title: Puget Sound Nutrient Reduction Grant  
 Recipient Name: West Sound Utility District

**ECOLOGY INFORMATION**

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

Physical Address: Water Quality  
 300 Desmond Drive SE  
 Lacey, WA 98503

**Contacts**

|                                 |   |
|---------------------------------|---|
| <p><b>Project Manager</b></p>   | <p>Veronica Bridges</p> <p>PO Box 47600<br/>                 Olympia, Washington 98504-7600<br/>                 Email: VEBR461@ecy.wa.gov<br/>                 Phone: (564) 669-3842</p>       |
| <p><b>Financial Manager</b></p> | <p>Veronica Bridges</p> <p>PO Box 47600<br/>                 Olympia, Washington 98504-7600<br/>                 Email: VEBR461@ecy.wa.gov<br/>                 Phone: (564) 669-3842</p>       |
| <p><b>Technical Advisor</b></p> | <p>Adrien Carroll-Perkins</p> <p>PO Box 47600<br/>                 Olympia, Washington 98504-7600<br/>                 Email: ADCA461@ecy.wa.gov<br/>                 Phone: (360) 870-7424</p> |

**AUTHORIZING SIGNATURES**

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

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

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

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

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

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

Washington State  
Department of Ecology

West Sound Utility District

By: \_\_\_\_\_

By: \_\_\_\_\_

Vincent McGowan, P.E. Date  
Water Quality  
Program Manager

Marty Dean Grabill Date  
Plant Manager

Template Approved to Form by  
Attorney General's Office

Agreement No: WQPSNR-2021-WSUD-00002  
Project Title: Puget Sound Nutrient Reduction Grant  
Recipient Name: West Sound Utility District

Randy Screws

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General Manager

Date



Agreement No: WQPSNR-2021-WSUD-00002  
 Project Title: Puget Sound Nutrient Reduction Grant  
 Recipient Name: West Sound Utility District

**SCOPE OF WORK**

Task Number: 1 **Task Cost: \$0.00**

Task Title: Grant and Loan Administration

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; the EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page outcome summary report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including 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. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY’s grant or loan administrative requirements.

Task Expected Outcome:

- \* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
- \* Properly maintained project documentation.

**Grant and Loan Administration**

**Deliverables**

| Number | Description   | Due Date |
|--------|---|----------|
| 1.1    | Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly. |          |
| 1.2    | Recipient Closeout Report (EAGL Form)   |          |
| 1.3    | Two-page Outcome Summary Report   |          |

State of Washington Department of Ecology

Agreement No: WQPSNR-2021-WSUD-00002

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: West Sound Utility District

**SCOPE OF WORK**

Task Number: 2 **Task Cost: \$119,440.00**

Task Title: Nutrient General Permit Implementation

Task Description:

The RECIPIENT will conduct work related to implementation of the Puget Sound Nutrient General Permit.

Work funded under this task may include:

- Staff time, equipment, supplies, training, or other expenses related to meeting permit requirements and reducing nutrient discharges.
- Monitoring and laboratory analysis.
- Preparation of the Nitrogen Optimization Plan, the Nutrient Reduction Evaluation, or the AKART analysis.
- Implementation of an optimization strategy.
- Equipment purchases over \$10,000 must be pre-approved by ECOLOGY.

If the RECIPIENT is out of compliance with the Puget Sound Nutrient General Permit, the RECIPIENT will ensure funds are used to attain compliance where applicable.

Task Goal Statement:

This task will improve water quality in the State of Washington by reducing the nutrients delivered to the Puget Sound by implementing measures required by the Puget Sound Nutrient General Permit.

Task Expected Outcome:

The RECIPIENT will implement measures required by the Puget Sound Nutrient General Permit.

**Nutrient General Permit Implementation**

**Deliverables**

| Number | Description                       | Due Date |
|--------|-----------------------------------|----------|
| 2.1    | Documentation of tasks completed. |          |

Agreement No: WQPSNR-2021-WSUD-00002  
Project Title: Puget Sound Nutrient Reduction Grant  
Recipient Name: West Sound Utility District

## SCOPE OF WORK

Task Number: 3 **Task Cost: \$0.00**

Task Title: Cultural Resource Review

### Task Description:

If any optimization strategies implemented from Task 2 include above and below ground disturbance activities, such as but not limited to, ground disturbing BMP installations, site prep work, geotechnical work, the RECIPIENT will ensure the following items are completed and provide the associated deliverables to ECOLOGY.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.
2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

### Task Goal Statement:

If needed based on optimization strategies implemented from Task 2, the RECIPIENT will complete all cultural reviews in a timely manner.

### Task Expected Outcome:

The project will meet the requirements set forth by the cultural resource protection requirements, rules, and regulations for state funded projects.

State of Washington Department of Ecology

Agreement No: WQPSNR-2021-WSUD-00002

Project Title: Puget Sound Nutrient Reduction Grant

Recipient Name: West Sound Utility District

**Cultural Resource Review**

**Deliverables**

| Number | Description   | Due Date |
|--------|---|----------|
| 3.1    | ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL. |          |
| 3.2    | Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.  |          |

Agreement No: WQPSNR-2021-WSUD-00002  
 Project Title: Puget Sound Nutrient Reduction Grant  
 Recipient Name: West Sound Utility District

**BUDGET**

**Funding Distribution EG230154**

**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 Nutrient Reduction Grant 2021 Funding Type: Grant  
 Funding Effective Date: 07/01/2021 Funding Expiration Date: 12/31/2025

Funding Source:

Title: Puget Sound Nutrient Reduction

Fund: FD

Type: State

Funding Source %: 100%

Description: The Puget Sound Nutrient Reduction Grant Program provides grants to specific wastewater treatment facilities that discharge to Puget Sound. The grants are provided for planning and/or process efficiencies for meeting requirements of the Puget Sound Nutrient General Permit.

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

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

| Puget Sound Nutrient Reduction Grant 2021 | Task Total    |
|---|---------------|
| Grant and Loan Administration             | \$ 0.00       |
| Nutrient General Permit Implementation    | \$ 119,440.00 |
| Cultural Resource Review                  | \$ 0.00       |

**Total: \$ 119,440.00**

Agreement No: WQPSNR-2021-WSUD-00002  
 Project Title: Puget Sound Nutrient Reduction Grant  
 Recipient Name: West Sound Utility District

### Funding Distribution Summary

#### Recipient / Ecology Share

| Funding Distribution Name                 | Recipient Match % | Recipient Share | Ecology Share        | Total                |
|---|-------------------|-----------------|----------------------|----------------------|
| Puget Sound Nutrient Reduction Grant 2021 | 0.00 %            | \$ 0.00         | \$ 119,440.00        | \$ 119,440.00        |
| <b>Total</b>                              |                   | <b>\$ 0.00</b>  | <b>\$ 119,440.00</b> | <b>\$ 119,440.00</b> |

#### AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

#### SPECIAL TERMS AND CONDITIONS

##### Water Quality Puget Sound Nutrient Reduction Grant Special Terms and Conditions

A. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

B. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

C. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

D. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

E. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

F. Project Status Evaluation: ECOLOGY may evaluate the status of this project 18 months from the effective date of this

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Recipient Name: West Sound Utility District

agreement. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

## **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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Recipient Name: West Sound Utility District

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

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

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

For more details on FFATA requirements, see [www.frs.gov](http://www.frs.gov) <<http://www.frs.gov>>.

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

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

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <<https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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



## GENERAL TERMS AND CONDITIONS

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

#### GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

06/24/2021 Version

#### 1. ADMINISTRATIVE REQUIREMENTS

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

#### 2. AMENDMENTS AND MODIFICATIONS

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

#### 3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

#### 4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

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

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

RECIPIENT shall:

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

## 5. ASSIGNMENT

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

## 6. COMMUNICATION

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

## 7. COMPENSATION

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

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Project Title: Puget Sound Nutrient Reduction Grant  
Recipient Name: West Sound Utility District

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

#### 8. COMPLIANCE WITH ALL LAWS

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

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

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

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

#### 9. CONFLICT OF INTEREST

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

#### 10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

#### 11. DISPUTES

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

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

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

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

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

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

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

## 12. ENVIRONMENTAL DATA STANDARDS

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

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

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

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

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

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

## 13. GOVERNING LAW

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

## 14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

## 15. INDEPENDENT STATUS

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

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#### 16. KICKBACKS

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

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

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

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

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

#### 18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

#### 19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

#### 20. PROGRESS REPORTING

Agreement No: WQPSNR-2021-WSUD-00002  
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Recipient Name: West Sound Utility District

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

## 21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
  1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
  2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

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Recipient Name: West Sound Utility District

## 22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

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

## 23. RECOVERY OF FUNDS

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

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

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

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

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

## 24. SEVERABILITY

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

## 25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

## 26. SUSPENSION

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

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Recipient Name: West Sound Utility District

## 27. SUSTAINABLE PRACTICES

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

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

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

## 28. TERMINATION

### a) For Cause

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

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

**Non-Performance.** The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

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

### b) For Convenience

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

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

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



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event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions



**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1066-23**

**A RESOLUTION OF THE  
WEST SOUND UTILITY DISTRICT BOARD OF COMMISSIONERS  
CONFIRMING THE HIRING OF MR. DARRYL BOCO**

**WHEREAS**, West Sound Utility District advertised and received applications for a Utility Specialist Trainee position; and

**WHEREAS**, Interviews were conducted with the most qualified candidates with Mr. Darryl Boco being selected as the most capable person to fill the position; and

**WHEREAS**, it is the desire of the Operations Manager, Utility Foreman, and General Manager to hire Mr. Boco as a Utility Specialist Trainee; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** The General Manager's hiring of Mr. Boco to fill the position of Utility Specialist Trainee is hereby confirmed by the Board of Commissioners. The Board further approves Mr. Boco commencing work on or after March 13, 2023, and setting his salary at Pay Grade 9, Step 2 (\$4,655.65/mo.).

**APPROVED and ADOPTED** by the Board of Commissioners of West Sound Utility District at a Board meeting scheduled on March 1, 2023.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary

**WEST SOUND UTILITY DISTRICT  
RESOLUTION 1067-23**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF  
WEST SOUND UTILITY DISTRICT  
ACCEPTING THE DEVELOPER'S EXTENSION CONTRACT FOR  
FOR SEWER AND WATER UTILITIES  
FOR THE BERG PLAT PHASE II**

**WHEREAS**, Mr. Paul Berg, Vice President, M&P Builders, Inc. (Developer), entered into a Development Extension Agreement on July 12, 2021 for extension of water and sewer services for three (3) Single Family Residences on Harris Road SE at 3087 Harris Road SE; and

**WHEREAS**, the Developer has completed construction of the water and sewer systems in accordance with the standards of the District and approved by the District's Operations staff; and

**WHEREAS**, the water and sewer system to be conveyed to the District consists of the items and quantities identified per the attached (Exhibit A) which includes the Water System Construction Cost Worksheet and the Sewer System Construction Cost Worksheet; and

**WHEREAS**, the water system for an asset value of \$17,507.00 and the sewer system for an asset value of \$8,945.00 shall be conveyed to the District upon the acceptance of the water, and sewer system services by the District's Board of Commissioners; **NOW, THEREFORE**,

**THE BOARD OF COMMISSIONERS OF WEST SOUND UTILITY DISTRICT HEREBY RESOLVES:**

**Section 1.** West Sound Utility District accepts the improvements of water and sewer services for the Berg Plat Phase II at 3087 Harris Road SE. The Board further authorizes the District's General Manager to sign the conveyance documents (Exhibit B).

**APPROVED and ADOPTED by the Board of Commissioners of West Sound Utility District** at a regular scheduled meeting on March 1, 2023.

**WEST SOUND UTILITY DISTRICT**  
Kitsap County, Washington

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Susan Way  
Chairperson

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James J. Hart  
Vice Chairperson

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Jerry Lundberg  
Secretary



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**SEWER SYSTEM CONSTRUCTION COST WORKSHEET**

Project Name: Short Plat No.7444 3087 North Harris Rd

Submitted by: Kegel engineering for M& P builders, Inc

**SEWER MAINS**

| GRAVITY MAINS      | FEET       |  | COST   | WSUD ASSETS (INTERNAL USE) |
|--------------------|------------|--|--------|----------------------------|
| 8"                 | 0          |  |        |                            |
| 10"                |            |  |        |                            |
| 12"                |            |  |        |                            |
| 15"                |            |  |        |                            |
|                    |            |  |        |                            |
| CLEANOUT ASSY.     | QUANTITY   |  |        |                            |
| 6"                 | 0          |  |        |                            |
| 8"                 |            |  |        |                            |
|                    |            |  |        |                            |
| CLEANOUT BOXES     |            |  |        |                            |
|                    |            |  |        |                            |
| FORCE MAINS (HDPE) | QUANTITY   |  |        |                            |
| 2"                 |            |  |        |                            |
| 4"                 | 3" 300 lf  |  | \$1106 |                            |
| 6"                 |            |  |        |                            |
| 8"                 |            |  |        |                            |
|                    |            |  |        |                            |
|                    | QUANTITY   |  |        |                            |
| TAPS               | 0          |  |        |                            |
|                    |            |  |        |                            |
| VALVES             | QUANTITY   |  |        |                            |
| 2"                 |            |  |        |                            |
| 4"                 | 3" ..1only |  | \$477  |                            |
| 6"                 |            |  |        |                            |
| 8"                 |            |  |        |                            |
|                    |            |  |        |                            |
|                    | QUANTITY   |  |        |                            |
| VALVE BOXES        | 1          |  | \$1000 |                            |
|                    |            |  |        |                            |
|                    |            |  |        |                            |
| TESTING            |            |  |        |                            |
| FLUSH/TV           | 0          |  |        |                            |
| TRACE WIRE         | 1000       |  | \$240  |                            |
|                    |            |  |        |                            |

## SEWER SYSTEM CONSTRUCTION COST WORKSHEET

### SEWER STUBS

| SEWER STUBS             | FEET      | COST   |
|-------------------------|-----------|--------|
| 4"                      | 3" 4 only | \$346  |
| 6"                      |           |        |
| FITTINGS                | misc      | \$     |
| TOTAL SEWER CONNECTIONS | 4         |        |
| CLEANOUT BOXES          | 4         |        |
| GRINDER STUB & VALVES   | 4         | \$346  |
| GRINDER VALVE BOX       | 4         | \$430  |
| GRINDER DISCHARGE LINE  | FEET      |        |
| 1 1/4" (HDPE)           | 100       | \$200  |
| FUSION FITTINGS         | 0         |        |
|                         | QUANTITY  |        |
| E-ONE STATIONS          | 1         | \$4300 |
| TESTING                 | na        |        |

### MANHOLES

|                    | QUANTITY | COST  |
|--------------------|----------|-------|
| MANHOLE STRUCTURES | 0        |       |
| LIDS               | 0        |       |
| RISER RINGS        | 0        |       |
| CORE DRILLING      | 1        | \$500 |
| TESTING            | na       |       |

### MOBILIZATION

|                 |    |  |
|-----------------|----|--|
| TOTAL MOBE COST | NA |  |
|-----------------|----|--|

**TOTAL COST:**  
\$8945

*8945<sup>00</sup>*

IT IS THE RESPONSIBILITY OF THE DEVELOPER TO INCLUDE THE MATERIALS AND THE COSTS OF MATERIALS THAT ARE NOT LISTED ON THIS WORKSHEET

## WATER SYSTEM CONSTRUCTION COST WORKSHEET

Project Name: Short Plat No. 7444 3087 N Harris Rd

Submitted by: Kegel Engineering for M&P Builders, Inc

| WATER MAINS       |          |      |        |                            |
|-------------------|----------|------|--------|----------------------------|
| MAINS             | FEET     |      | COST   | WSUD ASSETS (INTERNAL USE) |
| 2"                |          |      |        |                            |
| 4"                |          |      |        |                            |
| 6"                |          |      |        |                            |
| 8"                | 300      |      | \$8400 |                            |
| 12"               |          |      |        |                            |
|                   |          |      |        |                            |
| FITTINGS          | misc     |      | \$500  |                            |
| TESTING           |          |      |        |                            |
| BLOCKING          | 4        |      | \$100  |                            |
|                   |          |      |        |                            |
| VALVES            | QUANTITY |      |        |                            |
| 2"                |          |      |        |                            |
| 4"                |          |      |        |                            |
| 6"                | 1        |      | \$687  |                            |
| 8"                | 1        |      | \$1073 |                            |
| 12"               |          |      |        |                            |
|                   |          |      |        |                            |
|                   | QUANTITY |      |        |                            |
| VALVE BOXES       | 2        |      | \$140  |                            |
| TRACE WIRE        | 1000     |      | \$240  |                            |
|                   |          |      |        |                            |
|                   | QUANTITY |      |        |                            |
| BLOW OFF ASSEMBLY | 0        |      |        |                            |
|                   |          |      |        |                            |
|                   | QUANTITY |      |        |                            |
| AIR VAC ASSEMBLY  | 0        |      |        |                            |
|                   |          |      |        |                            |
| WET TAPS          | QUANTITY | SIZE |        |                            |
|                   | 1        | 6"   | \$1000 |                            |
|                   |          |      |        |                            |
|                   | QUANTITY | SIZE |        |                            |
| PRV STATIONS      | 0        |      |        |                            |
|                   |          |      |        |                            |

## WATER SYSTEM CONSTRUCTION COST WORKSHEET

| HYDRANTS            |          |                         |                              |
|---------------------|----------|-------------------------|------------------------------|
|                     | QUANTITY |                         |                              |
| HYDRANTS            | 1        |                         | \$2382                       |
|                     | FEET     |                         |                              |
| 6" PIPE             | 10       |                         | \$200                        |
| VALVES              | 1        |                         | \$687                        |
| VALVE BOXES         | 1        |                         | \$70                         |
| TEES'               | 1        |                         | \$294                        |
| STORTZ ADAPTER      | 1        |                         | \$177                        |
| FITTINGS            | misc     |                         | \$300                        |
| SERVICES            |          |                         |                              |
|                     | FEET     |                         |                              |
| POLY PIPE           |          |                         |                              |
| 2"                  |          |                         |                              |
| 1 1/2"              |          |                         |                              |
| 1"                  | 30       |                         | \$50                         |
| 3/4"                |          |                         |                              |
|                     | QUANTITY |                         |                              |
| TAPS                | 3        |                         | \$200                        |
| SADDLES             | 3        |                         | \$190                        |
| CORP STOPS          | 3        |                         | \$233                        |
| SETTERS             |          |                         |                              |
| 2"                  |          |                         |                              |
| 1 1/2"              |          |                         |                              |
| 1"                  | 3        |                         | \$584                        |
| 3/4"                |          |                         |                              |
| METER BOXES         |          |                         |                              |
| <b>MOBILIZATION</b> |          |                         |                              |
| TOTAL MOBE COST     |          | NA                      | <del>\$5500</del>            |
|                     |          | <b>TOTAL WATER COST</b> | <b>\$17,507<sup>00</sup></b> |
|                     |          | \$17507                 |                              |

IT IS THE RESPONSIBILITY OF THE DEVELOPER TO INCLUDE THE MATERIALS AND THE COSTS OF MATERIALS THAT ARE NOT LISTED ON THIS WORKSHEET

West Sound Utility District recommends that you retain a copy of this completed form for your personal records  
(Sewer System Construction Worksheet)





2924 SE Lund Avenue, Port Orchard, WA 98366  
(360) 876-2545 • Fax (360) 874-5030  
www.customerservice@wsud.us

**BILL OF SALE AND CONVEYANCE**

Project Name: Short Plat No. 7444 3087 North Harris Rd

The Developer, namely, M&P Builder's, Inc, for and in consideration of the mutual promises contained in the Contract, hereby grants, bargains, sells, conveys, delivers, and warrants to West Sound Utility District, the following described personal property and real property located in Kitsap County, Washington, to wit:

- 1. (Itemized description of Developer Improvements to be conveyed):

See attached copy of Sewer and Water System material costs and Invoice  
\_\_\_\_\_  
\_\_\_\_\_

- 2. Legal description and tax parcel numbers of all real property and easements to be conveyed:

Tract B of Short Subdivision No 7444 as recorded in Volume 24,Page 154 of Short Plats, record Kitsap County, Washington Auditor's Office.  
Parcel No. 362401-3-101-2007 Tract B is a access and utility easement  
\_\_\_\_\_

Together with any easements or other existing interests in real property incident thereto and necessary for the ownership, operation, and maintenance of the Developer Improvement.

The Developer covenants and warrants to the District, its successors, and assigns, that the Developer is the owner of the said real and personal property and has good right and authority to sell the same, and that it will and does hereby warrant and agree to defend the sale thereof to the District, its successors, and its assigns against all and every person and/or entity claiming the same, whether said claim is with or without merit.

The Developer further warrants the Developer Improvement is fit for purposes intended, i.e., for use as a water collection and conveyance system or wastewater distribution system, and that the same has been constructed in accordance with this Contract.

The Developer further covenants, warrants, and agrees to repair, correct and bear the cost of any defect concerning any work or material associated with construction of the Developer Improvement which may arise for a two year period from the District's date of acceptance of this Bill of Sale, and to hold the District harmless from any and all costs arising in connection therewith or any and all liability of every kind and nature arising therefrom. When corrections of defects occurring within the warranty period are made, the Developer shall further warrant corrected work for two years after acceptance of the corrected work by the District.

Dated this \_\_\_\_\_ of \_\_\_\_\_, 2023.

Developer by: M&P Builder's, Inc

Print Name: Paul Berg

State Title: \_\_\_\_\_

Its duly authorized representative for entry into this Exhibit

Address 10813 32nd St Ct NW-----Gig Harbor , Wa 98332

Contact telephone numbers: 253-307-0486

Accepted by WEST SOUND UTILITY DISTRICT on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
pursuant to the District Resolution hereinafter set forth.

Resolution No. \_\_\_\_\_ WEST SOUND UTILITY DISTRICT

By \_\_\_\_\_  
General Manager