

WASHINGTON STATE PARKS AND RECREATION COMMISSION
CLEAN VESSEL SEWAGE DISPOSAL FACILITY GRANT
PROJECT: Percival Landing GRANTEE: City of Olympia
GRANT No. CV 113-053

RECEIVED ON
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CONTRACTS AND
PROCUREMENT

The Washington State Parks and Recreation Commission, herein referred to as Commission, and the City of Olympia, herein referred to as Project Sponsor, do hereby enter into the following Boat Sewage Disposal Facility Grant agreement.

This grant document provides funding for the installation of boat sewage disposal equipment and operation and maintenance thereto as set out in the following terms and conditions, not otherwise appearing in statutes or regulations.

Project Sponsor shall install a boat sewage disposal facility and may subsequently request funds for operations and maintenance costs of the facility in accordance with the requirements of this grant construction document and all applicable state and Federal laws.

RESPONSIBILITY FOR PROJECT

The project itself is the sole responsibility of Project Sponsor. Commission undertakes no responsibilities to Project Sponsor, or to any third party, other than as expressly set out in this document. Project Sponsor shall be solely responsible for the design, permitting, development, construction, implementation, operation and maintenance of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.

If an archaeological survey is required, the survey costs are approved as part of this project. However, the survey must be completed, and the Project Sponsor must receive approval, *in writing from the CVA Grant Manager*, before proceeding to the construction phase.

TERM

The term of this agreement shall be from the date last signed below for a period of two (2) years in order to accommodate the below construction activity, unless earlier terminated as provided for herein.

SCOPE OF WORK

Activity to be completed:

- **Replace the pumpout and dedicated pumpout float at the City of Olympia's Percival Landing marina.**

Project Sponsor shall complete the approved construction activities within a twelve (12) consecutive month period as a term of the acceptance of this construction grant. If the work is not satisfactorily completed within a twelve (12) month period, Project Sponsor will be in breach and Commission may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed to Project Sponsor.

Commission may extend this construction period if, in its opinion, Project Sponsor has demonstrated in writing, a satisfactory showing of extenuating circumstances. Commission has the absolute right to accept or reject any request for additional time without any appeal rights for Project Sponsor.

Work will be considered complete, only when the following conditions are met:

- The activities and facilities described in the Scope of Work and this grant document are installed, functional and ready for use;
- On-site signs are in place; and
- Appropriate proof has been provided to Commission or an inspection by Commission or designee has been made.

FUNDING

Commission will reimburse Project Sponsor for eligible activities only after Commission has accepted the work. The total reimbursement from Commission shall not exceed **Seventy-Five percent (75%)** from all eligible activities which shall not exceed the award amount of **Eighty-Three Thousand, Eight Hundred Seventy-Three, and Fifty-Eight/100ths Dollars (\$83,873.58)**. Reimbursement shall not be unreasonably withheld.

Project Sponsor agrees that as part of the requirement for reimbursement, Project Sponsor shall contribute matching funds of no less than **Twenty-Five percent (25%)** of the total project cost.

Matching funds provided by Project Sponsor on this grant may be in cash, in-kind, or volunteer time, but they must fall within the scope of the list of Eligible Expenses as identified below.

Eligible Expenses (including but not limited to):

- Engineering fees;
- Project administration/coordination;
- Equipment as identified above in the Scope of Work;
- All applicable taxes and freight charges;
- Costs associated with installation of signs;
- All project-related permits and inspections fees as required by local, state, and Federal regulation, and final inspection of the facility by the local health department or department with jurisdiction to approve the operation of the facility;
- Shore works, pilings, and floats;
- Other items as deemed by Commission to be necessary to complete the Project.
- Operation and Maintenance activities, which include:
 1. Staff time to operate, repair, and maintain the equipment;
 2. Administrative time;
 3. Cost of parts, supplies, and materials directly related to care of the equipment;
 4. Costs of utilities to operate and maintain the equipment or costs of removal of sewage to treatment plant;
 5. Other items as deemed by Commission to be necessary.

Prior Costs

Commission will not reimburse Project Sponsor for any costs incurred prior to the effective date of this grant except for approved:

- Environmental permits, including the Substantial Development Application;
- Permits which must be complete prior to beginning construction;
- Preliminary engineering costs to design and add a project to marina, if needed.

Construction and Installation

For new construction and installation projects, Project Sponsor shall provide Commission with complete Plans and Specifications as applicable and a map showing the location of the Marina and specific latitude and longitude at the center of the Marina Harbor.

Cost Increases

Cost overruns are the responsibility of Project Sponsor and must be borne by Project Sponsor. Approval of any additional fund increases to address cost increases will be awarded solely at Commission's discretion. The grant agreement must be amended in writing and signed by both parties before any reimbursements for any approved increased project costs can occur.

Reimbursement of Funds

Project Sponsor may request no more often than quarterly reimbursements for qualified expenses paid. Once Commission has approved and accepted the expense, Project Sponsor shall be reimbursed for **75% (seventy-five percent)** of the actual project costs incurred, up to the total reimbursement amount defined above as long as grant funds remain available.

Reimbursement shall take place after Project Sponsor has furnished a properly completed A-19 Invoice Voucher (provided by Commission) and provided any required supporting documentation. Supporting documentation could include, but is not limited to:

- Copies of all invoices and receipts, construction contracts, performance bonds, change orders, advertisements or other documents pertaining to construction of facility;
- Copies of SEPA documentation including permits/approvals necessary to complete the work;

USE AND MAINTENANCE OF PROJECT

Project Sponsor shall operate and maintain, or cause to be operated and maintained, the property or facilities which are the subject matter of this grant document as follows:

- Any property or facilities open to the public shall be open for the use by all segments of the public without restriction and in compliance to all applicable federal and state nondiscrimination laws, regulations, and policies.
- Project Sponsor shall grant access to all recreational vessels to use boat sewage disposal facility funded under this agreement.
- Access shall be allowed during normal marina operating hours and the operating hours shall be posted in a conspicuous location on the premises.
- Project Sponsor shall operate and maintain the facilities in accordance with all applicable Federal, State and local laws, orders, regulations and permits. Project Sponsor shall be responsible for all operation, maintenance, and repair of the facilities.
- As a condition of receiving the grant funds, Project Sponsor shall actively maintain the facility for no less than **ten (10) years or the full design life** of the equipment provided from this grant, **whichever is longer**.
- In the event an equipment breakdown occurs, Project Sponsor shall notify Commission within two (2) working days of breakdown. The facility must be repaired and fully operational within ten (10) working days after the breakdown where the breakdown can be remedied with normal expected repairs for five hundred dollars (\$500) or less. For repairs greater than five hundred dollars (\$500), the facility must be fully operational within twenty (20) days after the breakdown. A written report for all breakdowns must be submitted to Commission within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s).

Use Records

Project Sponsor shall monitor the use of the boat sewage disposal facility by installing a use counter mechanism, flow meter, or hour meter, and shall maintain records of use numbers in a manner as approved by Commission. On a form to be provided by Commission, Project

Sponsor shall report the annual gallonage use by October 31st of every year for the period of October 1st through September 30th for the previous twelve (12) months each and every year of the facility's use whether any request for reimbursement occurred or not.

Audits

Project Sponsor shall maintain proper records and make them available for audits in accordance with applicable state and federal laws. Project Sponsor shall also resolve, to the satisfaction of Commission, any audit findings pertaining to funds under this grant document and shall pay Commission for all disallowed or questioned costs disclosed in the final audit report.

Liability Insurance

If Project Sponsor is a private individual or company it shall provide a minimum of \$1,000,000.00 combined single limit insurance for comprehensive general liability for the duration of the grant document. Alternatively, if Project Sponsor is a public entity it shall provide a minimum of \$1,000,000.00 combined single limit insurance for comprehensive general liability under a Self-Insurance Risk Management Program, or Insurance Pool.

Public Information Requirements

Project Sponsor shall install the required signage to be provided by Commission, which is to be clearly visible to direct boaters entering the facility to sewage pumpout and dump stations. In addition, Project Sponsor shall provide signs or markers indicating fees, restrictions, operating instructions and a contact name and telephone number if the facility is discovered inoperable and cooperate in any related boater environmental education program administered or approved by Commission.

Fees

Project Sponsor may charge a maximum of a five-dollar (\$5.00) fee per use, with no justification, for the use of the pumpout facilities constructed with these grant funds. All fee proceeds shall be retained, accounted for, and used by the grant recipient to defray operation and maintenance costs.

Spill Reporting and Cleanup

In the event of a spill or leak of materials from the boat sewage disposal facility, it shall be Project Sponsor's responsibility to promptly begin and complete a thorough cleanup of the spill area. Notwithstanding any federal, state, or local reports that are required for any spill, Project Sponsor shall notify Commission of any and all spills within 24 hours from the time the spill is discovered.

Ownership of Boat Sewage Disposal Facility

Except as otherwise provided herein, Project Sponsor shall retain ownership of the boat sewage disposal facility during the term of the grant. Project Sponsor may, during the term of the grant, transfer or convey its ownership interest in the facility only if said transfer or conveyance is accompanied by an assignment of Project Sponsor's rights and obligations detailed in this grant document and only after prior written approval by the commission. Commission shall not unreasonably withhold its consent to such assignment. Project Sponsor shall not at any time during the term of the grant convert any facility which was acquired or constructed pursuant to the grant to a use other than those for which the assistance was originally approved.

Assignment

Project Sponsor may not assign this grant document, in whole or in part, without the prior written approval of Commission.

Project Sponsor Not an Employee of Commission

Project Sponsor, its employees or agents performing under this grant document are not considered to be employees or agents of Commission. Project Sponsor will not hold itself out as nor claim to be an officer or employee of Commission and will not make any claim, demand, or application to or for any right or privilege.

Governing Law

This grant document shall be governed by the laws of the State of Washington. In the event of a lawsuit involving this grant document, venue shall be proper only in Thurston County. Project Sponsor acknowledges the jurisdiction of the courts of the State of Washington.

Severability

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

Termination

This construction grant may be terminated upon 60 (sixty) days written notice from Commission to Project Sponsor in the event Project Sponsor violates any provision of this grant document, or defaults in the performance of any requirement hereof. All obligations of Commission under this grant document may be suspended or canceled, at the option of Commission, if any of the following events occur:

- Project Sponsor will otherwise be unable to complete the project, or any part of it, on time or
- Project Sponsor has failed to comply with any or all of its obligations under this grant document.

In the event this grant document is terminated by Commission, Project Sponsor shall, within 30 (thirty) days of any such termination, repay to Commission all funds disbursed to Project Sponsor by Commission for the project described herein. Interest shall accrue at the rate of twelve percent (12%) per annum from the time Commission demands repayment of funds. In lieu of repayment, Commission may require that any property acquired under this grant document become Commission property, and Project Sponsors liability, if any, to repay monies shall be reduced by an amount reflecting the fair value of such property.

Amendments

This grant document may be amended only by mutual agreement of the parties in writing.

No Wavier by Commission

Failure by Commission to insist upon the strict performance of any provision of this agreement shall not affect Commission's right to require strict performance of the same provision in the future or any other provision. Failure by Commission to exercise any right based upon a breach, or acceptance by Commission of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

Survival

All obligations of Project Sponsor, which arise prior to the termination of this grant document, shall continue as obligations subject to the requirements of this grant document until fully performed. All Clauses of this grant construction document which require performance beyond

the termination date shall survive the termination date of this document.

Future requests for O&M reimbursement following the termination date of this document shall only be allowed when requested on the proper forms provided by Commission and that reference this agreement number and are accompanied with appropriate supporting documentation provided that grant funds remain available for this purpose.

Authority of Project Sponsor

Project Sponsor, by the signature of the authorized representative below, represents and warrants that this grant document is a legal, valid, and binding obligation on behalf of Project Sponsor and is enforceable in accordance with its terms.

IN WITNESS WHEREOF, this grant document is executed by:

City of Olympia

Washington State Parks and Recreation Commission

By: [Signature]

By: [Signature]

Title: Parks, Arts, & Recreation Director

Title: Chief Financial Officer

Date: 11/20/13

Date: 11/26/13

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NOV 26 2013
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City of Olympia

Location: **222 Columbia Street NW, Olympia, WA 98501-8208**
Mailing Address (if Different): **Same**
Phone: **(360) 570-5834**
Email: **ksummers@ci.olympia.wa.us**
Federal TIN: **91-6001261**
Internet Website: **N/A**

FAX: **None Given**

WA State UBI Number: **342-000-433**

Washington State Parks and Recreation Commission – Boating Program

Location: **1111 Israel Road SW, Tumwater, WA 98504-2650**
Mailing Address (if Different): **PO Box 42650, Olympia, WA 98504-2650**
Phone: **(360) 902-8555**
Email: **boatpumpouts@parks.wa.gov**

FAX: **(360) 586-6603**

APPROVED AS TO FORM
By: Michael Ferguson AAG /s/
August 2009