

COORDINATED PREVENTION GRANT AGREEMENT
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
KITTTITAS COUNTY SOLID WASTE
Grant No. G1000419

This is a binding agreement entered into by and between the state of Washington Department of Ecology, hereinafter referred to as ECOLOGY or DEPARTMENT, and KITTTITAS COUNTY, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION:	Kittitas County Solid Waste
MAILING ADDRESS:	925 Industrial Way
CITY, STATE, ZIP:	Ellensburg, WA 98926
RECIPIENT GRANT COORDINATOR:	Patti Johnson
TELEPHONE:	509-962-7542
FAX:	509-962-7087
E-MAIL:	patti.johnson@co.kittitas.wa.us
RECIPIENT BILLING/INVOICE COORDINATOR:	Reno Allphin
TELEPHONE:	509-962-7577
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ECOLOGY GRANT OFFICER:	Maureen McCormick
TELEPHONE:	509-575-2782
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FUNDING SOURCE	State Building Construction Account
MAXIMUM ELIGIBLE COST	\$121,287
STATE GRANT SHARE	\$90,965
LOCAL SHARE	\$30,322
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-600-1349
EFFECTIVE DATE OF THE AGREEMENT	January 1, 2010
EXPIRATION DATE OF THE AGREEMENT	December 31, 2011

PART 1: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. Deliverables must be completed by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in this agreement or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse.

This agreement is a "Multi-Phased" agreement. Multi-phased means it will be written with a task's full scope of work and a partial budget. Phase One of this agreement includes work performed with the budget as outlined in Phase One of section Part 2: Fund Source and Budget. Phase Two includes the remainder of work to be performed and funds are contingent upon the budget appropriation by the State Legislature for the 2011-2013 biennium.

After the 2011-2013 biennial allocation is secured, ECOLOGY will initiate a formal amendment to increase funding to support Phase Two. Phase Two work is not authorized for reimbursement until a formal amendment to increase the budget is executed. RECIPIENTS are not obligated to complete Phase Two work until a formal amendment to increase the budget is approved.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that can be reimbursed at a rate of 75% under this grant. *The "Estimated (total) Task Cost" is for Ecology information only. It reflects the true cost of completing the full task, including expenses beyond the Maximum Eligible Cost.

CATEGORY: Moderate Risk Waste

MAXIMUM ELIGIBLE CATEGORY COST: \$ 85,050

1. TASK TITLE: Moderate Risk Waste Collection and Disposal

Maximum Eligible Task Cost: \$85,050

Summary Description: This Moderate Risk Waste Disposal Project will focus on removing toxic substances from the solid waste stream. The Moderate Risk Waste Disposal Facility in Ellensburg will continue to operate on an appointment bases. The Moderate Risk Waste Facility in Cle Elum will operate the second and fourth Thursday from May to November of each year. The RECIPIENT maintains the oil and antifreeze tanks at three locations throughout the county. The project will include technical assistance to Small Quantity Generators (SQGs) and provide educational materials to the community. The RECIPIENT will promote buying less household chemicals and using alternatives, safer cleaners like baking soda, salt and vinegar.

Note: The Coordinated Prevention Grant Program does not pay for the disposal costs for Small Quantity Generators. If shipment/disposal bills for SQG waste cannot be separated out, then fees charged to SQG's should cover disposal costs, and should be treated as income to the grant and reflected on Form C-2.

Goal Statement: The RECIPIENT will remove moderate risk wastes from the waste stream and reduce the amount of moderate risk waste going to the landfills by educating the public on proper disposal methods, alternate material use and then finally by providing them a location to dispose of their moderate risk waste in a safe manner. Proper disposal of hazardous wastes will help ensure safe drinking water and a healthy environment for future generations.

Outcome Statement: During the two-year grant period, The RECIPIENT anticipates maintaining the number of households and SQGs utilizing the Moderate Risk Waste Facilities, while decreasing the pounds that each customer brings to the facility by 10 percent bringing the average down to 144 pounds per customer, and increasing the number of participating residents and businesses. The RECIPIENT anticipates diverting 2 tons of MRW from the waste stream.

Work Plan and Activities Timeline: A quarter is defined by calendar year and begins with the first three months of the grant period.

Quarter	Activity
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Phase One

Q1	Appointments at Ellensburg Moderate Risk Facility; technical assistance to SQGs; update and distribute brochures educating the public on proper disposal of household items and green alternatives
Q2	Standard operations at Cle Elum Moderate Risk Facility; Design two ads per year for newspaper promoting the Facilities; ongoing activities
Q3	Ongoing
Q4	Ongoing

Phase Two

Q5	Ongoing
Q6	Ongoing
Q7	Ongoing
Q8	Ongoing

Method of Evaluation: The RECIPIENT will record tons of materials collected from participants and compare to previous years; participation includes number and type of customers using alternative waste opportunities; the RECIPIENT will submit quarterly and annual progress reports.

* **Estimated (total) Task Cost:** \$ 167,678

CATEGORY: Waste Reduction and Recycling

MAXIMUM ELIGIBLE CATEGORY COST: \$ 36,237

2. TASK TITLE: Waste Reduction and Recycling Programs

Maximum Eligible Task Cost: \$ 36,237

Summary Description: The RECIPIENT will divert recyclables from the waste stream by providing recycling service for tires, vehicle batteries, tin, aluminum, number 1 & 2 plastics, glass, magazines, news paper, cardboard, yard waste, Christmas trees, and other metals. The RECIPIENT will provide education and outreach on recycling by giving talks and displays at special interest group meetings, home shows, and fairs; work with schools to provide educational materials and classes. The RECIPIENT will provide tours of the Compost Facility to community groups and schools. Each spring the RECIPIENT will organize an exchange fair to promote reuse of items, participate in local Arbor Day events, coordinate a local Earth Day event, and work with Master Gardeners to offer composting classes to promote and educate the public on backyard composting and vermicomposting.

Note: Composting facilities are subject to regulation under Chapter 173-350 WAC, Solid Waste Handling Standards. The RECIPIENT may be exempt from permitting if the on-site volumes stay below the thresholds in WAC 173-350-220(1), but the RECIPIENT will still need to operate in accordance with the terms and conditions of WAC 173-350-220(1)(c). If the on-site volumes are high enough, the RECIPIENT will need to obtain a permit from Adams County Health District.

Goal Statement: The RECIPIENT will increase the recycling rate and educate the public on available recycling opportunities in the county.

Outcome Statement: Over the two year grant period, the RECIPIENT will increase the tons of yard waste recycled by 10% to 37 tons; increase the Counties recycling rate by 5% to 5.4; and increase use of the Compost Facility for yard waste disposal.

Work Plan and Activities with Quarterly Timeline:

Quarter	Activity
<u>Phase One</u>	
Q1	Design four newspaper inserts per year informing the public about our programs; Go to Schools and do educational programs;
Q2	Hold Master Composter classes; give tours of the Compost Facility; ongoing activities

Q3 Ongoing

Q4 Ongoing

Phase Two

Q5 Ongoing

Q6 Ongoing

Q7 Ongoing

Q8 Ongoing

Method of Evaluation: The RECIPIENT will track the tons of recyclables collected and the number of customers using waste exchange opportunities.

* **Estimated (total) Task Cost:** \$ 67,187

PART 2: FUND SOURCE AND BUDGET

Approved costs must be consistent with the most recently approved Spending Plan. Costs cannot exceed the agreement Budget (Part 2: Section B) without a formal amendment. To change how funds are allocated between the grant tasks, the RECIPIENT must submit a written request to ECOLOGY for a Letter Amendment. To change a scope of work or to increase/decrease a grant amount, the RECIPIENT must complete and submit a Formal Amendment Request form (ECY 070-113).

A. FUND SOURCE

PHASE ONE (057/J07/9N10C)

Maximum Eligible Cost:		<u>\$121,287</u>
Fund	Fund Share (75%)	State Share
State Building Construction Account (SBCA)		<u>\$90,965</u>
Match Requirement	Match Share (25%)	Match Amount
Cash Match	<u>25%</u>	<u>\$30,322</u>

PHASE TWO

Maximum Eligible Cost:		<u>\$113,578</u>
Fund	Fund Share (75%)	State Share
State Building Construction Account (SBCA)		<u>\$85,183</u>
Match Requirement	Match Share (25%)	Match Amount

Cash Match	<u>25%</u>	<u>\$28,395</u>
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B. BUDGET

TASK	<u>Maximum Eligible Cost Phase 1 (Quarters 1-4 of the Spending Plan)</u>	<u>Maximum Eligible Cost Phase 2 (Quarters 5-8 of the Spending Plan)</u>
Category: <u>Moderate Risk Waste</u>	<u>\$ 85,050</u>	<u>\$ 82,628</u>
1.Task Title: <u>Moderate Risk Waste Collection and Disposal</u>	<u>\$ 85,050</u>	<u>\$ 82,628</u>
Category: <u>Waste Reduction & Recycling</u>	<u>\$ 36,237</u>	<u>\$ 30,950</u>
2.Task Title: <u>Public Education and Outreach</u>	<u>\$ 36,237</u>	<u>\$ 30,950</u>
TOTAL MAXIMUM ELIGIBLE COST	<u>\$ 121,287</u>	<u>\$ 113,578</u>

PART 3: BUDGET CONDITIONS

- A. The RECIPIENT is required to provide a match of 25% of the maximum eligible cost with cash or interlocal costs. Interlocal costs are the only type of in-kind contributions that may be used as match.
- B. **Any work performed or costs incurred prior to the effective date or after the expiration date of this agreement will be at the sole expense of the RECIPIENT.**
- C. Overhead is eligible at a rate up to 25 percent of staff salaries and benefits for actual time spent on tasks outlined in this agreement. Salaries and benefits to administer the grant agreement are eligible (excluding time spent to write a grant application).
- D. To increase or decrease the budget as outlined in this grant agreement, or change the scope of work for any project outlined in this grant agreement, ECOLOGY requires a formal amendment. The RECIPIENT must complete and submit a formal amendment using the Formal Amendment Request form (ECY 070-113).
- E. Payments to the RECIPIENT from ECOLOGY shall be made payable to **Kittitas County Solid Waste** (address on page one of this agreement).

- F. If parties other than the RECIPIENT are contributing to the local share of task costs, memoranda of understanding or other written agreements confirming the contribution shall be negotiated. These agreements shall specify the exact work to be accomplished and be signed by all parties contributing to the local match of this task. Copies of these agreements shall be made part of the RECIPIENT'S grant file and submitted to ECOLOGY.
- G. Spending Plans: Approved costs must be consistent with the most recently approved Spending Plan. The RECIPIENT must submit a revised Spending Plan to ECOLOGY in order to change the amount of funds spent by quarter. ECOLOGY'S grant officer will approve, by date stamp and signature, the revised Spending Plan. If quarterly spending exceeds the amount outlined on the approved spending plan, ECOLOGY reserves the right to hold payment of the overage depending on the availability of funds. Revised and approved Spending Plans are incorporated into this agreement by reference.

PART 4: SPECIAL TERMS AND CONDITIONS

A. BILLING AND REPORTING

1. Unless otherwise approved in writing by ECOLOGY, the RECIPIENT shall submit a payment request to ECOLOGY at least quarterly (by calendar year), but no more often than once per month.
2. The RECIPIENT shall submit a progress report with each payment request but no less often than quarterly. These reports shall include activities that support incurred costs shown on the C1 or C2 of the payment request, and must be submitted on-line through the Solid Waste Information Clearinghouse.
3. The RECIPIENT must provide to ECOLOGY an up-to-date Spending Plan throughout the grant period. An updated Spending Plan must be submitted when changes occur that impact quarterly spending and / or quarterly reimbursement amounts.
4. The RECIPIENT must submit payment requests on approved State Invoice Voucher forms: A19-1A (ECY 060-02), Form B1 (ECY 060-3) or Form B2 (ECY 060-7), Form C1 (ECY 060-8) or Form C2 (ECY 060-9). These forms are acceptable in electronic format. The RECIPIENT must also include all backup documentation to support items listed on Form C1/C2. The budget is organized by task and therefore, the RECIPIENT shall itemize costs by task on Form C1/C2 and summarize costs by task on Form B1/B2. Forms B1 and C1 are used only when interlocal costs are used towards the 25% match.
5. For all *Planning and Implementation* tasks and special tasks in a solid waste enforcement grant (special tasks do not include regular solid waste enforcement work such as enforcing solid waste codes) the RECIPIENT must submit a Final Performance Analysis (FPA) report on-line through the Solid Waste Information Clearinghouse. The final report must be submitted before ECOLOGY can process a final payment request. The final payment request and the FPA are due no later than **February 14, 2012** for this grant or 45 days after the grant budget is spent, whichever comes first.
6. For *Solid Waste Enforcement* tasks, recipients must submit their final quarterly solid waste enforcement progress report on-line through the Solid Waste Information Clearinghouse no later than **February 14, 2012**. Ecology will generate a summary Final Solid Waste Enforcement report from all the quarterly reports that will serve as the final report needed to close out the agreement.
7. Progress Report (*for both planning and implementation and solid waste enforcement tasks*) and Final Performance Analysis (FPA) can be found on the Grant Details page of the Solid Waste Information Clearinghouse once the RECIPIENT has logged on as a Registered User. For instructions on how to become a Registered User, please visit the Coordinated Prevention Grant website at <http://www.ecy.wa.gov/programs/swfa/grants/cpg.html>.

B. DOCUMENTATION

1. The RECIPIENT shall submit supporting documents for all costs incurred. Documentation shall be provided in the order in which it is itemized on Form C1/C2. Supporting documentation is any document deemed relevant by ECOLOGY to establish the appropriateness of an expense listed on Form C1/C2. Please see Chapter 6 of the Program Guidelines for Coordinated Prevention Grants 2010-2011 Grant Cycle, and the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18 (Revised September 2005) for guidance.
2. The RECIPIENT shall maintain grant related material and supporting documents in a common file. This includes cancelled checks, invoices, purchase receipts, payroll records, time and attendance records, contract award documents, and invoice vouchers sent to ECOLOGY. The Recipient shall keep all supporting documents for audit purposes for at least three years after agreement expiration.
3. The RECIPIENT shall use the ECOLOGY provided Form E, or an equivalent time accounting document approved by ECOLOGY, to record staff hours being charged to the grant.
4. ECOLOGY may request additional documentation if needed to determine if a cost will be allowed.
5. Supporting documents shall be clear and legible, and organized by task in the order it was itemized on Form C1/C2 by the RECIPIENT.

C. OTHER SPECIAL TERMS

1. **SOLID AND HAZARDOUS WASTE MANAGEMENT PLANS**

Tasks must support implementation of the RECIPIENT's local solid and hazardous waste management plans.

For tasks related to updating a local solid and hazardous waste management plan, the RECIPIENT agrees to incorporate the intent of the Washington State Hazardous Waste Management Plan and Solid Waste Management Plan (Beyond Waste Plan) into the local preliminary draft plan prior to submittal to Ecology for review. The Beyond Waste plan is a 30-year plan with a clear vision to eliminate wastes and toxics whenever we can and use the remaining wastes as resources. The recipient agrees to include in their plan update, recommendations that address at least one of the following elements from the Beyond Waste Plan: moderate risk waste, organics management or green building.

2. **SOLID WASTE ENFORCEMENT**

Solid Waste Enforcement money can only be spent on tasks that focus on enforcement of rules and regulations, and shall be used exclusively for expenses necessary to enforce applicable regulations pursuant to Chapters 70.95.220 RCW, WAC 173-350, 351 and 304.

For tasks related to inspection and permitting of solid waste facilities, those facilities must be in compliance at the time a payment request is submitted. Compliance is defined at a minimum as the RECIPIENT shall have issued a compliance schedule or have taken enforcement action to obtain compliance.

The RECIPIENT must also submit copies of permits to Ecology within seven days of their issuance. Once a permit is issued, Ecology has 30 days to review each permit. Complete permit applications must be submitted to Ecology, allowing 45 days for Ecology to review and recommend for or against the issuance of a permit. The RECIPIENT must submit copies of reports for inspections conducted in the billing period with each payment request.

3. **ON-LINE CONTRACTS AND GRANTS MANAGEMENT**

Washington State's Office of Financial Management is developing an on-line contracts and grants management system. When the system becomes available, all new or active contracts and grant

agreements must be managed in this system. The RECIPIENT agrees to register in the state vendor registration program and to use the on-line system.

4. TRAINING

The RECIPIENT agrees to participate in any ECOLOGY recommended trainings related to managing agreements and preparing, processing, and receiving payments.

5. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The 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 after the effective date of this agreement.

Contract awards or rejections cannot be made based on MBE or WBE participation. M/WBE participation is encouraged, however, and the RECIPIENT and all prospective bidders or persons submitting qualifications should take the following steps, when possible, in any procurement initiated after the effective date of this agreement:

- a) Include qualified minority and women's businesses on solicitation lists.
- b) Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
- c) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- d) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- e) Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.
- f) The RECIPIENT should report payments made to qualified firms to ECOLOGY at the time of submitting each invoice. Please include the following information on the ECOLOGY provided form (Form D).
 - 1) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
 - 2) The total dollar amount paid to qualified firms under this invoice.

6. PROCUREMENT AND CONTRACTS

- a) The RECIPIENT shall provide written certification that it will follow its standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must certify that they have complied with the "Standards for Competitive Solicitation," found in Part V of the *Administrative Requirements for Recipients of Ecology Grants and Loans – Yellow Book*, Ecology Publication #91-18 (Revised September 2005).
- b) Upon issuance, the RECIPIENT shall submit a copy of all requests for qualifications (RFQs), requests for proposals (RFPs), and bid documents relating to this grant agreement to ECOLOGY'S grant officer.
- c) Prior to contract execution, the RECIPIENT shall submit all draft documents and a copy of the draft proposed contract to the ECOLOGY'S grant officer for review and approval. Following the contract execution, the RECIPIENT shall submit a copy of the final contract to your ECOLOGY assigned grant officer.

- d) Unless a specific purchase of equipment or real property is already written into the grant agreement, the RECIPIENT must submit a written request to the DEPARTMENT to purchase any equipment or real property (Property) with a single unit purchase price of \$5,000 or more. The request shall include the justification for the purchase of the property, the total cost, the intended use, and the anticipated useful life of the property. The request must be approved in writing by the DEPARTMENT prior to the purchase.

7. USE OF EXISTING CONTRACTS

The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall notify ECOLOGY if it used contracts entered into prior to the execution of the grant agreement for performance of grant-funded activities. The RECIPIENT shall submit a copy of the contract to its assigned ECOLOGY grant officer. The grant eligibility of products or services secured by the RECIPIENT under existing contracts used to perform the scope of work in this agreement must be deemed allowable and reasonable by ECOLOGY prior to cost reimbursement.

8. PROPERTY AND EQUIPMENT MANAGEMENT AND DISPOSITION

The RECIPIENT must develop an inventory control system, including physical inventory to document the ongoing use, a serial or vehicle identification number (VIN) and location of the equipment. The inventory shall be submitted to the DEPARTMENT annually while the equipment is in use. The RECIPIENT shall investigate, document, and report to the ECOLOGY any loss, theft or damage upon discovery of such conditions. The RECIPIENT will follow manufacturer recommended maintenance procedures to keep the property in good operating condition.

The RECIPIENT shall submit a written request to the ECOLOGY for any intent to change the use of the equipment as outlined in this grant agreement, including uses past the expiration date of this agreement. Disposition of the equipment shall be determined by the ECOLOGY and documented in writing. A copy of the determination will be provided to the RECIPIENT upon expiration of the grant agreement.

- ECOLOGY may authorize the RECIPIENT to:
 - If the equipment is necessary for the continued operation of the project or other projects administered through ECOLOGY, the grant officer may instruct the recipient to retain the equipment with no further compensation to Ecology.
 - If the project has no further significant use for the equipment, the grant officer may instruct the recipient to retain or sell the equipment and pay Ecology an amount equal to ECOLOGY's share of the current fair market value, sale proceeds or other price agreed upon by the grant officer.
 - The grant officer may instruct the recipient to transfer title to Ecology or to a third party named by Ecology who is eligible under existing statutes.

9. TASK INCOME

Any income directly generated as a result of the activities funded by this grant shall be reported as a credit against the expenses of that activity, as required by ECOLOGY'S *Administrative Requirements for Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005).

10. ALL WRITINGS CONTAINED HEREIN

This agreement, including the "General Terms and Conditions," the latest approved Spending Plan, Program Guidelines – Coordinated Prevention Grants 2010-2011, and ECOLOGY'S *Administrative Requirements for Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005), contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in

writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made part of this agreement.

11. ARCHEOLOGICAL AND CULTURAL RESOURCES

The RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to the archeological or cultural resources. RECIPIENT shall immediately cease work and notify ECOLOGY if any archeological or cultural resources are found while conducting work under this agreement. In the event that historical or cultural artifacts are discovered at the project site, the RECIPIENT shall also notify the state historic preservation officer at the Department of Archaeology and Historic Preservation at (360) 586-3065. Applicability of the National Historic Preservation Act (NHPA) may require the RECIPIENT to obtain a permit pursuant to Chapter 27.53 RCW prior to conducting on-site activity with the potential to impact historic properties (such as invasive sampling, dredging, or cleanup actions).

12. PRECEDENCE

In the event of inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) Scope of Work and most current approved Spending Plan; (c) Special Terms and Conditions; (d) Coordinated Prevention Grant Program Guidelines (e) any terms incorporated herein by reference including the *Administrative Requirements for Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005); and (f) the General Terms and Conditions (SS-010 Rev. 04/04).

Part 5: GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements of the Department of Ecology, SS-010 Rev. 04/04

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

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

C. THIRD PARTY BENEFICIARY

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

D. CONTRACTING FOR SERVICES (BIDDING)

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

E. ASSIGNMENTS

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

F. COMPLIANCE WITH ALL LAWS

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.
3. Wages and Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

G. KICKBACKS

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

H. AUDITS AND INSPECTIONS

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the

DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

J. COMPENSATION

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.
3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five (45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6 herein.
5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.
7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

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

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

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

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

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

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

L. WAIVER

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

M. PROPERTY RIGHTS

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

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

2. **Publications.** When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. **Tangible Property Rights.** The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. **Personal Property Furnished by the DEPARTMENT.** When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. **Acquisition Projects.** The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. **Conversions.** Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. SUSTAINABLE PRODUCTS

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see www.ecy.wa.gov/sustainability.

O. RECOVERY OF PAYMENTS TO RECIPIENT

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

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to

insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

P. PROJECT APPROVAL

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

Q. DISPUTES

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

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

R. CONFLICT OF INTEREST

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

S. INDEMNIFICATION

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

T. GOVERNING LAW

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

U. SEVERABILITY

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given

effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

V. PRECEDENCE

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

IN WITNESS WHEREOF, the parties sign this Agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

KITTITAS COUNTY SOLID WASTE

Laurie G. Davies
Program Manager
Waste 2 Resources

Signatory _____ Date _____

Printed Name and Title of Signatory

Approved as to form only Assistant Attorney General