AGREEMENT SUMMARY FORM

Reset Form

PRELIMINARY INFORMATION

Staff Name: Emily Warnock Dept: PW Director Approval and Date: EL Mar 11, 2022

This agreement requires Council approval (●) Yes ( ) No If yes, Council Meeting Date: 3/1/22

Has the vendor reviewed and preliminarily approved the agreement? (●) Yes ( ) No

AGREEMENT INFORMATION

Contract #: 2485 Agreement Type: Interlocal

Vendor #: 14697 Vendor Name: Cities of Kirkland, Redmond, and Bellevue

Please summarize what this agreement is for:

ILA with the Cities of Kirkland, Redmond, and Bellevue to collaborate on a local campaign for residents and businesses to reduce waste and increase the reuse of items.

(●) This agreement is an original

( ) This agreement is a supplement/change order - Supplement/Change Order #: _____

Project Code (if applicable): _____ Org Code: 00155490 Object Code: 541024

If your contract requires multiple codes, please provide them on page 2

Completion Date: 6/30/23

Original Contract Amount: _____

Are the following required for this agreement:

Previous Supplements Total: _____

Notarized signature? ( ) Yes (●) No

Current Supplement Amount: _____

Certificate of insurance? ( ) Yes (●) No

Total Contract Amount: $ 0.00

Add'l insured ( ) Yes (●) No

Total Budgeted: _____

If no additional insured endorsement, explain:

Total Budgeted references:

_____

( ) A specific line item in the dept's project's budget detail

_____

(●) The org/object code's budgeted total for the biennium

DIGITAL SIGNATURE INSTRUCTIONS AND SIGNATORY CONTACT INFORMATION

Kirkland will be collating all of the signatures and asked that we email the Bothell signed ILA to them. From there, they will combine it with those received from Kirkland, Redmond, and Bellevue. Emily will later provide us with an executed copy.

Will the vendor sign this agreement electronically? (●) Yes ( ) No If no, provide the signatory's address:

Signatory Name: _____ _____

Signatory Phone Number: _____ _____

Signatory Email Address: _____ _____

APPROVALS (Adobe Sign or Munis Routing Only)

PB PB City Attorney

TR Finance (Procurement and Budget)

Finance (Capital Facilities Projects)

Deputy Finance Director

EJL EJL City Manager

RS City Clerks (if applicable)

INTERLOCAL AGREEMENT

RELATED TO

CROP IMP WASTE PREVENTION CAMPAIGN

This Interlocal Agreement ("Agreement") is entered into pursuant to the Washington Interlocal Cooperation Act, chapter 39.34 RCW, by and between the cities of Bellevue ("Bellevue"), Bothell ("Bothell"), Kirkland ("Kirkland") and Redmond ("Redmond"), each a municipal corporation of the State of Washington. This Agreement shall be effective upon final approval by all four parties hereto.

WHEREAS, State Local Solid Waste Financial Assistance ("LSWFA") grant funds are allocated to Washington cities by the Department of Ecology ("Ecology") for the purpose of promoting recycling, waste reduction, and sustainability efforts; and

WHEREAS, Ecology and the parties hereto wish to continue to collaborate on recycling, waste reduction, and sustainability projects; and

WHEREAS, Ecology and Kirkland have entered into a Solid Waste Management Local Solid Waste Financial Assistance Agreement, No. WSMLSWFA-2021-KirkPW-0063 ("Financial Assistance Agreement"), attached hereto as Exhibit A, which Financial Assistance Agreement includes anticipated "Task Number 2" funding in the amount of $210,108.24 related to helping Eastside community members reduce waste and increase reuse of items through the creation, promotion, implementation and evaluation of an Eastside campaign to reduce or eliminate one-time use of items where feasible ("Task Number 2"); and

WHEREAS, such $210,108.24 in Task Number 2 funding consists of $157,581.24 in Ecology grant funding contingent on 25% in City Match Funding Amounts totaling $52,527.06 as set forth in Exhibit B hereto; and

WHEREAS, the parties hereto wish to provide the city match funding for Task Number 2 as described in the Financial Assistance Agreement and as set forth in Exhibit B; and

WHEREAS, this joint undertaking must be approved by the legislative bodies of each of the parties hereto.

NOW, THEREFORE, the Parties agree as follows:

1. DURATION. This duration of this Agreement shall be the same period necessary to complete Task Number 2 of the Financial Assistance Agreement and the completion of the Financing obligations hereunder. The duration of this Agreement may be extended with agreement of the parties.

2. PURPOSE. The purpose of this Agreement is to reduce pollution and natural resource consumption through a campaign to support Eastside community member efforts to reduce waste from single-use items and make informed consumption choices, all as more particularly described in the Financial Assistance Agreement. The parties hereto agree to be bound by the terms and conditions of the Financial

Assistance Agreement in support of Task Number 2 that are applicable to Kirkland as the "Recipient" under that agreement. Bellevue, Bothell and Redmond also agree that they will provide Ecology and Kirkland with proof of compliance with such terms and conditions upon request by Ecology or Kirkland.

3. ADMINISTRATION. No new or separate legal or administrative entity will be created to administer the provisions of this Agreement. Instead, Kirkland will function as the Administrator for Task Number 2 by performing the following administrative roles: (a) grant management and reporting to the Department of Ecology, with the assistance of the other parties; (b) selecting, entering into, and administering a contract with a consultant for the work to be accomplished under the grant; (c) facilitating regular joint meetings between the parties regarding the consultant's work and implementation of the grant; and (d) such other administrative tasks as may be agreed upon by the parties. The scope of work for the consultant will be agreed upon by the parties and will provide for the work of the consultant to be distributed throughout the parties' jurisdictions consistent with, and in proportion to, the parties' matching amounts.

4. POWERS. The Administrator shall have the power to make recommendations to the parties concerning all matters related to Task Number 2 of the Financial Assistance Agreement and as may be necessary to accomplish the purpose of this Agreement.

5. SCOPE. The scope of this Agreement is Task Number 2 as set forth in the Financial Assistance Agreement.

6. FINANCING. Bellevue, Bothell, Kirkland and Redmond will each provide the City Match Funding Amounts related to Task Number 2 of the Financial Assistance Agreement as set forth in Attachment B. Kirkland will invoice Bellevue, Bothell and Redmond for their respective city matching amounts as set forth below:

   Invoice #1 (on or after January 1, 2023): An amount equal to two-thirds (2/3) of the total city matching amount allocable to each city, as applicable, attributable to calendar year 2022.

   Invoice #2 (on or after completion of Task 2 or July 1, 2023, whichever occurs sooner): An amount equal to the remaining one-third (1/3) of the total city matching amount allocable to each city, as applicable, attributable to the first half of calendar year 2023 and the completion of the task.

   Bellevue, Bothell and Redmond agree to pay Kirkland their respective, pro-rated invoiced amounts within 30 days of receipt of each such invoice.

7. TERMINATION. Should the underlying Financial Assistance Agreement be terminated early, the parties shall be liable only for performance rendered or costs incurred in accordance with their responsible share prior to the effective date of termination

unless the Financial Assistance Agreement provides otherwise with respect to the obligations of Kirkland to Ecology.

8. PROPERTY. The parties do not contemplate the need to purchase property to perform this Agreement. However, should property be purchased/acquired in the performance of this Agreement, it shall be held by the purchasing party and remain with the purchasing property upon termination/completion of this Agreement.

9. CONTACT PERSONS. For purposes of this Agreement, the following persons or successors shall serve as contact persons for their respective jurisdictions:

   City of Bellevue: Erin Hislop, Conservation and Outreach Program Administrator; EHislop@bellevuewa.gov

   City of Bothell: Emily Warnock, Sustainability and Engagement Coordinator; Emily.warnock@bothellwa.gov

   City of Kirkland: Jenna McInnis, Solid Waste and Recycling Coordinator; JMcInnis@kirklandwa.gov,

   City of Redmond: Eberley Barragan, Recycling Coordinator; ebarragan@redmond.gov

10. GENERAL MATTERS AND RECORDING.

    A. Entire Agreement. This Agreement is the complete expression of the terms hereof, and any representations or understandings, whether written or oral, not incorporated herein are excluded.

    B. Modification. This Agreement may only be modified in writing and must be signed by all parties.

    C. No Assignment. No party shall have the right to transfer or assign its rights or obligations under this Agreement without the prior written consent of all other parties.

    D. Venue. Any action filed under or related to this Agreement must be brought in King County Superior Court.

    E. Recording. This Agreement shall be filed with King County Records or otherwise made public by Kirkland in accordance with the Interlocal Cooperation Act.

    F. Indemnification. To the extent that the Constitution and the laws of the State of Washington permit, each party will indemnify and hold the other parties 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.

G. Dispute Resolution. If any dispute arises among the parties which is not resolved by routine meetings or communications, the disputing parties agree to seek resolution of such dispute in good faith by meeting as soon as feasible. If the disputing parties do not come to an agreement on the dispute, they may agree to pursue mediation through a process to be mutually agreed upon, with the parties to the dispute sharing equally the costs of mediation and assuming their own costs.

H. Third Party Beneficiaries. This Agreement is for the benefit of the parties only, and no third party shall have any rights hereunder; provided, however, that Ecology shall be a third-party beneficiary hereunder.

11. COUNTERPARTS. This Agreement may be signed in counterparts and, if so signed, shall be deemed one integrated agreement.

City of Bellevue

By: _____
Name:

Title:
Date: _____

Approved as to form:

_____
Brian Wendt, Assistant City Attorney

City of Bothell

By: Erin J Leonhart
Erin J Leonhart (Mar 14, 2022 16:52 PDT)
Name: Erin Leonhart
Title: Interim City Manager
Date: Mar 14, 2022

Approved as to form:

Paul Byrne
Paul Byrne (Mar 14, 2022 14:39 PDT)
City Attorney for Bothell

City of Kirkland

By: _____
Name: Beth Goldberg
Title: Deputy City Manager
Date: _____

Approved as to form:

_____
City Attorney for Kirkland

City of Redmond

By: _____
Name:
Title:
Date: _____

Approved as to form:

_____
City Attorney for Redmond

Attachment A: Financial Assistance Agreement

Exhibit A

Agreement No. SWMLSWFA-2021-KirkPW-00063

SOLID WASTE MANAGEMENT LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF KIRKLAND

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

GENERAL INFORMATION

Project Title:	IMP City of Kirkland
Total Cost:	$365,052.00
Total Eligible Cost:	$365,052.00
Ecology Share:	$273,789.00
Recipient Share:	$91,263.00
The Effective Date of this Agreement is:	07/01/2021
The Expiration Date of this Agreement is no later than:	06/30/2023
Project Type:	Planning & Implementation

Project Short Description:
RECIPIENT will spend $365,052.00 on enhancing sustainability in food services for Lake Washington School District, on a regional waste reduction and reuse campaign, and on waste reducing, composting, and recycling outreach for multifamily entities. As a result, about 20,000 pounds of material (including food waste) will be prevented from the waste stream, about 8,000 pounds of material will be recycled or composted, and behaviors and infrastructure will be adapted to sustainable ways.

Project Long Description:
See the Scope of Work section for more detailed information related to individual Tasks.

Overall Goal:
Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through

planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

RECIPIENT INFORMATION

Organization Name: CITY OF KIRKLAND

Federal Tax ID: 91-6001255
DUNS Number: 196822688

Mailing Address: 123 5th Ave
Kirkland, Wa 98033

Physical Address: 123 5th Ave
Kirkland, Washington 98033

Organization Email: clynch@kirklandwa.gov
Organization Fax: (425) 587-3807

Contacts

Project Manager	Jenna McInnis Recycling Programs Coordinator 123 5th Ave Kirkland, Washington 98033 Email: jmcinnis@kirklandwa.gov Phone: (425) 587-3814
Billing Contact	Jenna McInnis Recycling Programs Coordinator 123 5th Ave Kirkland, Washington 98033 Email: jmcinnis@kirklandwa.gov Phone: (425) 587-3814
Authorized Signatory	Tracey Dunlap 123 5th Ave Kirkland, Washington 98033 Email: tdunlap@kirklandwa.gov Phone: (425) 587-3806

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Solid Waste Management
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Solid Waste Management
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Diana Wadley PO Box 330316 Shoreline, Washington 98133-9716 Email: dwad461@ecy.wa.gov Phone: (425) 429-4639
Financial Manager	Diana Wadley PO Box 330316 Shoreline, Washington 98133-9716 Email: dwad461@ecy.wa.gov Phone: (425) 429-4639

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

By: _____

Laurie Davies Date

Solid Waste Management

Program Manager

Template Approved to Form by
Attorney General's Office

CITY OF KIRKLAND

By: _____

Tracey Dunlap Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $73,157.22

Task Title: General Planning

Task Description:
Lake Washington School District (LWSD) serves about 30,000 students from Kirkland, Redmond, Sammamish, and northeast King County. LWSD has been working on sustainability, and food service could be improved. RECIPIENT, through a contractor, will support this via data gathering and creation of a Food Service Sustainability Roadmap (FSSR), with piloting or implementation as time and budget allow.

ACTIVITY: Planning
A contractor will create a FSSR to provide data and planning to support key initiatives (current waste profiles, case study reviews, reduction in volume, etc.).

LWSD has agreed to provide regular reporting to RECIPIENT to ensure the FSSR is turned into action, with planning and programs that are sustainable long-term. Much of this reporting will occur after the grant.

Goals of the FSSR include: Improve consistency across the LWSD in policies and procurement to reduce waste in food service; analyze food waste data to inform decision-making and procedures; reduce recycling and compost contamination; maintain waste programs for years after they have been launched through better hand-off coordination; reduce the use of single-use items; educate better around “take only what you’ll eat”; and resume food share tables after COVID-19 pandemic conditions subside.

Who will perform the work:
A consultant will be hired to create the FSSR. It will cover things like switching to bulk milk, durable silverware, food share tables, and more. Key stakeholders across the LWSD will use the document to set tangible goals, create milestones, and develop monitoring and enforcement processes in support of sustainability policy setting.

Reimbursement for costs incurred by contractors to implement Local Solid Waste Financial Assistance (LSWFA) funded activities identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.

RECIPIENT will oversee and coordinate among itself, the contractor, and LWSD.

ACTIVITY: Implement the FSSR
If time and budget allow, items may be piloted in support of or occur as a result of the FSSR. These may be conducted by the RECIPIENT and/or consultant and include: durable items, equipment, and accessories to replace single-use items; improved communication with students and school employees, in coordination with King County Green Schools; new signage and communication materials; food waste measuring equipment (scales, etc.); compost/recycling equipment in lunchrooms (large containers, etc.).

This task includes development and distribution of promotional materials. RECIPIENT is encouraged to work with their

ECOLOGY grant manager when developing promotional materials, and provide a draft copy for review and approval 10 business days prior to production and distribution of materials. RECIPIENT is reminded of provisions 3 and 19 of the General Terms and Conditions of this Agreement.

Eligible costs include:
- RECIPIENT time and benefits.
- Consultant time and costs necessary to perform the scoped work.
- Tools, equipment, and educational materials for pilots to support or implementation of the FSSR.
- Costs not listed here but pre-approved in writing by ECOLOGY.

Costs not eligible for reimbursement:
- Overtime compensation (calculate instead at regular rate of pay).
- Bins for landfill-bound materials.
- Costs not specifically identified in the task's scope of work or pre-approved in writing by ECOLOGY.

Task Goal Statement:
The goal of this task is to reduce pollution and natural resource use, as well as save money or at least set up sustainable systems. RECIPIENT intends to do this by reducing food service waste within the Lake Washington School District.

Task Expected Outcome:
With the Task Cost, RECIPIENT expects first and foremost to produce a final draft Food Service Sustainability Roadmap planning document. This document will include the amounts for potential waste avoidance and cost savings or shifts, and will support recommended waste reduction changes for the school district. RECIPIENT also anticipates reducing solid waste by approximately 200 pounds (such as by perhaps replacing utensils or milk cartons with durables). The RECIPIENT, with the help of its consultant, will measure the above by tallying the weight of items that previously would have been disposed but get replaced during the two-year grant period.

Recipient Task Coordinator: Jenna McInnis

General Planning

Deliverables

Number	Description	Due Date
1.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $210,108.24

Task Title: CROP IMP Waste Prevention Campaign

Task Description:
RECIPIENT, in conjunction with a consultant and partner cities Bellevue, Redmond, and Bothell, and hopefully community organization(s), will provide a regional (Eastside) campaign for residents to reduce waste and increase reuse of items. This will help “reset” social norms surrounding waste reduction and reuse, which may be especially important as communities approach a “new normal" as the COVID-19 pandemic begins to subside, and laws impeding items like single-use plastics come into effect.

Work to perform may include:
- Create and implement a campaign to reduce or eliminate one-time use of items where feasible. This includes support of the Chapter 70A.245 Revised Code of Washington (RCW) requirements around disposable serviceware at food service businesses, the Chapter 70A.530 RCW law for reusing bags (and education on health risk myths), reusing bottles, and replacing other disposal-oriented items with durables (wipes with washcloths).
- Promotion of the campaign via large-scale regional media like web, print, radio and television.
- Use of community-based social marketing strategies to reaffirm zero waste behaviors in the residential sector. This may include and is not limited to regional training classes, a virtual behavior change challenge, partnerships with community organizations, and tabling at events.
- Provision of material assistance/durable alternative products to residents to facilitate the use of durable goods.
- Evaluation of the tangible effects of the outreach in terms of pounds of waste prevented. Methods will include surveys of participants to gauge waste tossed before and after education, and surveys to gather feedback on durable products provided and their impact on recipients' waste.

Who will perform the work:
- RECIPIENT and its partner cities will hire a consultant to assist with program development, branding, messaging, implementation, and evaluation.

Reimbursement for costs incurred by contractors to implement LSWFA funded activities identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.

This task includes development and distribution of promotional materials in a variety of formats to encourage participation. RECIPIENT is encouraged to work with their ECOLOGY grant manager when developing promotional materials, and provide a draft copy for review and approval 10 business days prior to production and distribution of materials. RECIPIENT is reminded of provisions 3 and 19 of the General Terms and Conditions of this Agreement.

Eligible costs include:
- RECIPIENT time and benefits.
- Consultant time and costs necessary to perform the scoped work.
- Media buys and creation.
- Purchase of subsidized outreach items (see note below).

- Costs not listed here but pre-approved in writing by ECOLOGY.

Items that are considered entertainment are not eligible for reimbursement such as gift cards and movie tickets. LSWFA allows outreach materials that are:
1. Pre-approved by ECOLOGY.
2. Relevant to the task and support the task's message.
3. Supportive of an environmental action.
4. Received by a "participant" in the LSWFA program or task.
5. Minimal in cost.

Costs not eligible for reimbursement:
- Overtime compensation (all hours are calculated at the regular rate of pay).
- Costs not specifically identified in the task's scope of work or pre-approved in writing by ECOLOGY.

Task Goal Statement:
The goal of this task is to reduce pollution and natural resource consumption. RECIPIENT intends to do this via support for residents in reducing waste from single-use items and making informed consumption choices.

Task Expected Outcome:
With the Task Cost, RECIPIENT expects to reduce solid waste by approximately 19,500 pounds over the two-year grant period. RECIPIENT will estimate waste prevention achieved by replacement of single-use items with durable items and similar consumption changes. This will be done via surveys of residential participants regarding their waste habits before and after outreach. For example, participants in classes would complete survey(s) to gauge waste disposal before and after outreach. To receive a free item as a waste-prevention tool, a pledge and follow-up survey will be asked of the participant.

Recipient Task Coordinator: Jenna McInnis

CROP IMP Waste Prevention Campaign

Deliverables

Number	Description	Due Date
2.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $81,786.54

Task Title: Organics Off-site Management

Task Description:
RECIPIENT will utilize consultant services to provide tailored technical assistance and education directly to multifamily residents and property managers, focusing on adding compost service and increasing usage of compost carts.

Work to perform may include:
- Door to door distribution of kitchen scrap containers, recycling bags, educational materials, and information to reduce contamination.
- Provision of bins and supplies to increase composting and recycling. For example, some complexes have benefitted from a recycling bin near mailbox areas (always paired with trash).
- Service adjustments to right size containers, adjust capacity, and potentially adjust locations (such as to ensure no compost or recycle bins are without a nearby trash bin so as to reduce contamination).
- Work with managers of properties to add compost service.
- Installation or updating of signage.
- Collaboration with property maintenance employees.
- Audits of the recycle and compost bins serviced by the haulers, both before and after assistance, to gather data towards the outcomes specified in this task.

Reimbursement for costs incurred by contractors to implement LSWFA funded activities identified in this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.

This task includes development and distribution of promotional materials in a variety of formats to encourage participation. RECIPIENT is encouraged to work with their ECOLOGY grant manager when developing promotional materials, and provide a draft copy for review and approval 10 business days prior to production and distribution of materials. RECIPIENT is reminded of provisions 3 and 19 of the General Terms and Conditions of this Agreement.

Eligible costs include:
- RECIPIENT time and benefits.
- Consultant time and costs necessary to perform the scoped work.
- Production of signage and related outreach materials.
- Approved compostable bags and organics scrap bins (see note below).
- Recycling bags and related outreach materials (see note below).
- Costs not listed here but pre-approved in writing by ECOLOGY.

Items that are considered entertainment are not eligible for reimbursement such as gift cards and movie tickets. LSWFA allows outreach materials that are:
1. Pre-approved by ECOLOGY.
2. Relevant to the task and support the task's message.
3. Supportive of an environmental action.

4. Received by a "participant" in the LSWFA program or task.
5. Minimal in cost.

Costs not eligible for reimbursement:
- Overtime compensation (all hours are calculated at the regular rate of pay).
- Costs not specifically identified in the task's scope of work or pre-approved in writing by ECOLOGY.

Task Goal Statement:
The goal of this task is to support multifamily customers in reducing waste, increasing recycling, increasing composting, and reducing contamination. This will be done by providing the infrastructure and education to make ongoing changes.

Task Expected Outcome:
With the Task Cost, during the grant period, RECIPIENT anticipates an increase of 4,000 pounds of organics, an increase of 4,000 pounds of recycling, and a decrease of 100 pounds of contamination. Visual audits of containers pre and post outreach will be performed for targeted areas, with an eye to container volume, how full containers are when serviced, frequency of service, and percent contamination. Ideally, audits will be performed just prior to collection of bin contents by the hauler, to gain the best understanding of volumes (which can convert to weights) of material and contamination collected. Sampling protocols will reference sampling methods noted in the LSWFA Guidelines.

Recipient Task Coordinator: Jenna McInnis

Organics Off-site Management

Deliverables

Number	Description	Due Date
3.1	Task Expected Outcomes are the deliverables and achieved incrementally throughout the biennium.	

BUDGET

Funding Distribution EG220145

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: City of Kirkland
Funding Type: Grant
Funding Effective Date: 07/01/2021
Funding Expiration Date: 06/30/2023

Funding Source:

Title: Model Toxics Control Operating Account (MTCOA)

Fund:
Type: State
Funding Source %: 100%
Description: Local Solid Waste Financial Assistance

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

City of Kirkland	Task Total
General Planning	$ 73,157.22
CROP IMP Waste Prevention Campaign	$ 210,108.24
Organics Off-site Management	$ 81,786.54
	Total: $ 365,052.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
City of Kirkland	25.00 %	$ 91,263.00	$ 273,789.00	$ 365,052.00
Total		**$ 91,263.00**	**$ 273,789.00**	**$ 365,052.00**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

If the scope of this Agreement includes recycling activity managed or performed by the RECIPIENT at a recycling center (such as a transfer station or drop box location) or other locations, Ecology will not reimburse disposal costs for materials collected or advertised as collected for recycling/reuse or marketed for recycling/reuse under this Agreement, unless approved in writing by Ecology. RECIPIENT must immediately notify ECOLOGY when the RECIPIENT becomes aware that disposal of materials occurred or may occur due to the market conditions for recycled/reused materials. ECOLOGY may deny new costs or require repayment of costs already reimbursed or remove the task from the Agreement or terminate the Agreement.

Ecology will conduct a risk assessment of all Local Solid Waste Financial Assistance recipients. The level of risk determines the level of oversight required by Ecology throughout the biennium. If the RECIPIENT's performance or project circumstances change, Ecology may reassess risk and notify the RECIPIENT of any changes to administrative requirements.

RECIPIENT shall update the Spending Plan and Outcomes Data Collection form at least quarterly. The Spending Plan and Outcomes Data Collection form must be completed concurrent with the submittal of each payment Request/Progress Report. RECIPIENT shall report outcomes in a manner consistent with instructions in the Local Solid Waste Financial Assistance guidelines.

RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial (including payment requests), performance, and other reports required by this Agreement. Ecology shall have the right to deny reimbursement of payment requests received after this date.

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.

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

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

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

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

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>, 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/> 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.

• 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.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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

8. COMPLIANCE WITH ALL LAWS

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

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

11. DISPUTES

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

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

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

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

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

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

15. INDEPENDENT STATUS

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

16. KICKBACKS

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

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

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

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

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

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

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

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

20. PROGRESS REPORTING

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

21. PROPERTY RIGHTS

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

22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

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

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

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

23. RECOVERY OF FUNDS

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

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

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

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

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

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

27. SUSTAINABLE PRACTICES

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

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

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

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

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

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

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

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

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

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

End of General Terms and Conditions