

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF WOODINVILLE

RECEIVING NO. 2575
DATE 4.13.06
CITY CLERK SEP
06.046

Grant No: G0600216, Coordinated Prevention Grant Regular Cycle Agreement.

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as ECOLOGY, and the City of Woodinville, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

JURISDICTION: City of Woodinville
MAILING ADDRESS: 17301 133rd Ave NE
CITY, STATE, ZIP: Woodinville, WA 98072

RECIPIENT GRANT COORDINATOR: Amy Ensminger
TELEPHONE: 425-489-2700 ext. 2240
FAX: 425-489-2756
E-MAIL: amye@ci.woodinville.wa.us

RECIPIENT BILLING/INVOICE COORDINATOR: Amy Ensminger
TELEPHONE: 425-489-2700 ext. 2240
FAX: 425-489-2756
E-MAIL: amye@ci.woodinville.wa.us

ECOLOGY GRANT OFFICER: Anna Lewis
TELEPHONE: 425-649-7056
FAX: 425-649-7098
E-MAIL: alew461@ecy.wa.gov

FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$ 11,637.00
STATE GRANT SHARE	\$ 8,728.00
LOCAL SHARE	\$ 2,909.00
STATE MAXIMUM GRANT PERCENT	75 %
FEDERAL TAX IDENTIFICATION NO.	91-1579383

For the purpose of this agreement, the RECIPIENT will be allowed to match the state grant share with cash and interlocal in-kind costs in accordance with application instructions.

This agreement is effective on **January 1, 2006**. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the RECIPIENT. This agreement shall expire no later than **December 31, 2007**.

REGULAR CYCLE SCOPE OF WORK

The project(s) set forth below summarize the RECIPIENT's budget(s) tracked by category, goals and expected outcomes, activities with timeline, method of evaluation, and estimated project cost. * The estimated project cost is for grant officer information only; it will not be used for budget tracking purposes.

Recipient Responsibilities: The RECIPIENT is responsible for implementing activities identified in the local Comprehensive Solid Waste Management Plan and the Hazardous Waste Management Plan.

A. CATEGORY: Residential Waste Reduction and Recycling

TOTAL CATEGORY COST CPG-BW: \$ 11,637.00

1. PROJECT TITLE: Tree Chipping Event

Summary Description:

The RECIPIENT will conduct a Tree Chipping Event in the spring of 2006 and 2007. The city will collect woody debris from residents and process them using a contracted chipper. Chips collected at the event will be used as mulch and spread by volunteers along the Sammamish River as part of the native planting and habitat restoration program.

Wood chip mulch is made from the chipping of trees and woody debris. Rather than taking up landfill space, these once discarded products will now provide a better growing environment for new plants by increasing the moisture retention of the soil and controlling weeds in both landscapes and gardens.

Promotional advertising for the events shall occur in advance of the events via the website, flyers, local paper, postings at local businesses, the Community Center and City Hall, and placement of a banner prior to the event. Costs for disposal of any debris are not eligible for reimbursement.

ECOLOGY shall be acknowledged in any published materials for providing funding for this project; copies of all promotional material shall be submitted to ECOLOGY. Project 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 on Form C2.

Goal Statement:

The goal of this program is to increase waste reduction and recycling in the City of Woodinville by providing residents the means to dispose of branches, trees and woody debris for recycle and reuse. Debris will be chipped and used as mulch during Citywide planting projects. The program should result in greater resource efficiency, provide an alternative to, or complement, curbside collection of yard debris, and help change behavioral habits.

Outcome Statement:

Over the two-year grant period, it is estimated that the City can provide for the diversion and recycling of up to 160 yards of woody debris annually. Approximately ninety (90) vehicle loads of woody debris will pass through the event annually, or approximately a yard of woody debris per vehicle.

Work Plan and Activities with Timeline:

Activity	Timeline
Select event date and secure event site	January 2006 & 2007
Secure agreement with event vendor	March 2006 & 2007
Promotional Advertising	April/May 2006 & 2007
Tree Chipping Event held	April/May 2006 & 2007
Woody debris diverted from the waste stream and chipped is used as mulch during citywide plantings	August/September/October 2006 & 2007
Evaluation of event and comparison with previous events	December 2006 & 2007

Method of Evaluation:

The RECIPIENT will collect and report the following data to ECOLOGY:

- the quantity of material collected and chipped
- vehicle loads collected at the event
- a comparison of current event results with prior events

* **Estimated Project Cost:** \$ 11,637.00

COMMUNICATION

ECOLOGY's regional grant officer (grant officer) will contact the RECIPIENT grant coordinator as needed to monitor progress toward goals and check consistency with Work Plans and Timelines. It is the responsibility of the RECIPIENT to contact his or her grant officer with any other questions or concerns regarding the grant. Grant officers are available to provide technical assistance at any time during the grant cycle.

BILLING AND REPORTING

A payment request consists of Forms A-19, B2, C2 and a progress report. The RECIPIENT must submit a payment request (with a progress report) at least every 12 months, but no more often than once per month.

ECOLOGY may require additional voucher support documentation to be submitted with each payment request. The RECIPIENT must keep record of supporting documents in accordance with the requirements outlined in the most recent revision of Administrative Requirements for Recipients of Ecology Grants and Loans and make these documents available to ECOLOGY staff upon request.

The RECIPIENT must also complete and submit a Final Performance Analysis (FPA) including the effectiveness of the approaches used and any lessons learned. The FPA must be submitted with the final payment request, unless instructed otherwise by ECOLOGY. The final payment request and the FPA are due **February 15, 2008** for regular cycle grants.

REGULAR CYCLE CPG BUDGET

CATEGORY	TOTAL CATEGORY COST: BW PROVISIO (174/H18)
1. Residential Waste Reduction and Recycling	\$ 11,637.00
TOTAL MAXIMUM ELIGIBLE COST	\$ 11,637.00

FUND SOURCE: BW PROVISIO (174/H18)

Maximum Eligible Cost:		\$ 11,637.00
FUND	GRANT PERCENT (%)	STATE GRANT SHARE
Local Toxics Control Account (LTCA)	75 %	\$ 8,728.00
MATCH REQUIREMENT	MATCH PERCENT (%)	LOCAL SHARE
Cash Match or Interlocal Costs	25 %	\$ 2,909.00

ADDITIONAL BUDGET CONDITIONS

- Overhead is eligible; the RECIPIENT may charge 25 percent of salaries and benefits for time devoted specifically to projects outlined in this agreement.
- The RECIPIENT contact for billing and invoice questions is:

RECIPIENT BILLING/INVOICE COORDINATOR: Amy Ensminger
 TELEPHONE: 425-489-2700 ext. 2240
 FAX: 425-489-2756
 E-MAIL: amye@ci.woodinville.wa.us

- Grant payments should be made payable to: City of Woodinville
- Grant payments should be mailed to this address:

JURISDICTION: City of Woodinville
 MAILING ADDRESS: 17301 133rd Ave NE
 CITY, STATE, ZIP: Woodinville, WA 98072

SPECIAL TERMS AND CONDITIONS

A. INTERLOCAL AGREEMENTS

If parties other than the RECIPIENT are contributing to the local share of project costs, memoranda of understanding or other written agreements confirming the contribution must be negotiated. These agreements must specify the exact work to be accomplished and be signed by all parties contributing to the local match of this project. Copies of these agreements shall be submitted to ECOLOGY.

B. PROCUREMENT AND CONTRACTS

1. The RECIPIENT shall follow their standard procurement procedures and/or applicable state law in awarding contracts; RECIPIENTS with no formal procurement procedures must comply with the "Standards for Competitive Solicitation", found in the most recent revision of Administrative Requirements for Recipients of Ecology Grants and Loans.
2. Following execution, at the request of ECOLOGY, 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.
3. 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.

C. SEPA COMPLIANCE

To ensure that environmental values are considered by the state and local government officials when making decisions, the RECIPIENT shall comply with the provisions of the State Environmental Policy Act (SEPA), Chapter 41.23C RCW, and the SEPA Rules, Chapter 197-11 WAC. Copies of the SEPA documents shall be sent to:

ECOLOGY's Environmental Review and Transportation Section
P.O. Box 47703
Olympia, WA 98504-7703

D. WETLANDS PROTECTION

To comply with the directive of Executive Order 90-04, Protection of Wetlands, all local governments are requested and encouraged to make all of their actions consistent with the intent of this executive order; specifically, (1) to avoid, to the extent possible, adverse impacts associated with the destruction or modification of wetlands, and (2) to avoid direct or indirect support of new construction in wetlands wherever there is a practical alternative.

E. FAILURE TO COMMENCE WORK

ECOLOGY reserves that right to terminate this agreement in the event the RECIPIENT fails to commence work on any of the projects funded herein within six (6) months after the effective date.

F. PROJECT 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 Recipients of Ecology Grants and Loans.

G. GRANT REPORTING

The RECIPIENT, in conjunction with submission of payment requests, or at the request of the grant officer, shall prepare Progress Reports and submit them to ECOLOGY. The RECIPIENT must also complete and submit a Final Performance Analysis (FPA).

H. PROMOTIONAL AND EDUCATIONAL MATERIALS

A copy of all promotional and educational materials developed as part of this agreement shall be submitted to ECOLOGY concurrent with public distribution. ECOLOGY shall have the right to use any printed materials developed as part of this agreement in any manner ECOLOGY deems appropriate. The Washington State Department of Ecology will be acknowledged for providing funding in all published material and oral presentations that result from this agreement.

I. AMENDMENTS AND MODIFICATIONS

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; *except* a letter of amendment will suffice to redistribute the budget without increasing the total maximum eligible cost or to change ECOLOGY's grant officer or the RECIPIENT's grant coordinator or to extend the period of performance as set forth in this grant agreement.

J. It is not mandatory for the RECIPIENT to abide by Part J of the Special Terms and Conditions; however, it is highly encouraged.

MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize ECOLOGY's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6%WBE
Architecture/Engineering	10% MBE	6%WBE
Purchased Goods	8% MBE	4%WBE
Purchased Services	10% MBE	4%WBE
Professional Services	10% MBE	4%WBE

No contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of these goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications may take the following affirmative steps in any procurement initiated after the effective date of this agreement:

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller projects or quantities to permit maximum participation by qualified minority and women's businesses.

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4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. 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.

The RECIPIENT may report to ECOLOGY payments made to qualified firms at the time of submitting each invoice and on forms provided by ECOLOGY; the information should include:

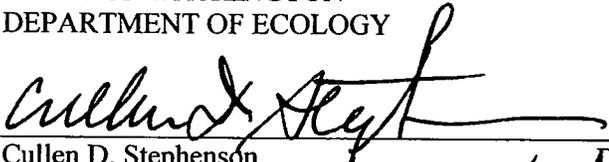
1. Name and State OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

K. ALL WRITINGS CONTAINED HEREIN

This agreement, the "General Terms and Conditions", and ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans, 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.

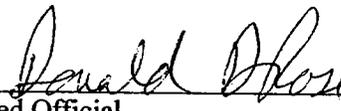
IN WITNESS WHEREOF, the parties hereby execute this Grant Agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY


Cullen D. Stephenson
Program Manager
Solid Waste and Financial Assistance
Date 2/27/06

APPROVED AS TO FORM ONLY
Assistant Attorney General

CITY OF WOODINVILLE

 02/08/06
Authorized Official Date
Donald D. Rose
Print Name of Authorized Official
City Manager
Title

AMENDMENT NO. 1 TO GRANT CONTRACT NO. G0600216
 BETWEEN
 STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
 AND
 CITY OF WOODINVILLE

RECEIVING NO. 2671
 DATE 8-1-06
 CITY CLERK RECEIVED
 06-046
 JUL 24 2006
 DEPT OF ECOLOGY

Purpose: To increase the state grant share of this grant by \$3,344. This appropriation of funds will help the City of Woodinville (RECIPIENT) to offset a greater percentage of the cost of their current Coordinated Prevention Grant activities.

It is mutually agreed that the agreement is amended as follows:

1. The total maximum eligible cost for this agreement increases by \$4,459 from \$11,637 to \$16,096.
2. The state grant share for this agreement increases by \$3,344 from \$8,728 to \$12,072.
3. From Original Summary Description for Category A, Project 1:
 The RECIPIENT will conduct a Tree Chipping Event in the spring of 2006 and 2007. The city will collect woody debris from residents and process them using a contracted chipper. Chips collected at the event will be used as mulch and spread by volunteers along the Sammamish River as part of the native planting and habitat restoration program.

Wood chip mulch is made from the chipping of trees and woody debris. Rather than taking up landfill space, these once discarded products will now provide a better growing environment for new plants by increasing the moisture retention of the soil and controlling weeds in both landscapes and gardens.

4. Original Outcome Statement:
 Over the two-year grant period, it is estimated that the City can provide for the diversion and recycling of up to 160 yards of woody debris annually. Approximately ninety (90) vehicle loads of woody debris will pass through the event annually, or approximately a yard of woody debris per vehicle.
5. The existing CPG BUDGET and FUND SOURCE are deleted and replaced with the following:

REGULAR CYCLE CPG BUDGET

CATEGORY	TOTAL CATEGORY COST: CPG BASE (174/H09)	TOTAL CATEGORY COST: RESTORED (174/H32)
1. Residential Waste Reduction & Recycling	\$ 11,637.00	\$ 4,459.00
TOTAL MAXIMUM ELIGIBLE COST	\$ 11,637.00	\$ 4,459.00

FUND SOURCE: CPG BASE (174/H09)

MAXIMUM ELIGIBLE COST:		\$ 11,637.00
FUND	GRANT PERCENT (%)	STATE GRANT SHARE
Local Toxics Control Account (LTCA)	75 %	\$ 8,728.00
MATCH REQUIREMENT	MATCH PERCENT (%)	LOCAL SHARE
Cash Match or Interlocal Costs	25 %	\$ 2,909.00

FUND SOURCE: RESTORED (174/H32)

MAXIMUM ELIGIBLE COST:		\$ 4,459.00
FUND	GRANT PERCENT (%)	STATE GRANT SHARE
Local Toxics Control Account (LTCA)	75 %	\$ 3,344.00
MATCH REQUIREMENT	MATCH PERCENT (%)	LOCAL SHARE
Cash Match or Interlocal Costs	25 %	\$ 1,115.00

6. The effective date of this amendment is January 1, 2006.
7. All other terms and conditions of the original contract remain in effect.

STATE OF WASHINGTON
 DEPARTMENT OF ECOLOGY

CITY OF WOODINVILLE

Cullen D. Stephenson
 Cullen D. Stephenson
 Program Manager
 Solid Waste and Financial Assistance

Donald D. Rose 7-6-06
 Authorized Official Date
 Donald D. Rose
 Print Name of Authorized Official

APPROVED AS TO FORM ONLY
Assistant Attorney General

City Manager
 Title