

Grant No. G1000408
City of Woodinville

RESERVED: 4324
DATE 2-10-10
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COORDINATED PREVENTION GRANT AGREEMENT
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF WOODINVILLE

RECEIVED
FEB 03 2010

Ecology W2R

Coordinated Prevention Grant Agreement – Grant No.: G1000408. 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 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 Avenue NE
CITY, STATE, ZIP: Woodinville, WA 98072

RECIPIENT GRANT COORDINATOR: Amy Ensminger
TELEPHONE: (425) 489-2700, ext 2240
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RECIPIENT BILLING/INVOICE COORDINATOR: Amy Ensminger
TELEPHONE: (425) 489-2700, ext 2240
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ECOLOGY GRANT OFFICER: Diana Wadley
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FUNDING SOURCE State Building Construction Account
MAXIMUM ELIGIBLE COST \$9,480
STATE GRANT SHARE \$7,110
LOCAL SHARE \$2,370
STATE MAXIMUM GRANT PERCENT 75 %
FEDERAL TAX IDENTIFICATION NO. 91-1579383

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: ORGANICS

MAXIMUM ELIGIBLE CATEGORY COST: \$9,480

1. TASK TITLE: Woody Debris Chipping Events

Maximum Eligible Task Cost: \$9,480

Summary Description: The RECIPIENT shall host an event for residents to drop off woody debris in the spring of 2010 and 2011. Debris will be chipped and used as mulch during citywide planting projects, such as spreading by volunteers along the Sammamish River as part of the native planting and habitat restoration program. This avoids outdoor burning in an area affected by the Puget Sound Clean Air Agency's burn ban.

The RECIPIENT shall promote the event using:

- The City website.
- Cable TV network.
- Woodinville Wire.
- The local paper.
- Postings at local businesses.
- The Carol Edwards Community Center.
- City Hall.

Wood chip mulch is made from the chipping of trees and woody debris. Rather than emitting harmful fine particles because of outdoor burning or taking up limited landfill space, these once discarded products are now providing a better growing environment for new plants by increasing the moisture retention of the soil and controlling weeds in both landscapes and gardens.

Note: Due to the nature of this task, the RECIPIENT is allowed to submit payment requests to ECOLOGY on an annual basis, rather than the standard quarterly schedule outlined in PART 4: SPECIAL TERMS AND CONDITIONS. The payment request is expected within 30 days after the second quarter of each calendar year but no more often than once per month. The RECIPIENT shall submit a progress report with each payment request but no less often than semi-annually.

Goal Statement: The goal of this program is to provide residents the means to dispose of branches, trees and woody debris for recycle and reuse in an affordable way. Ultimately, this should reduce pollution, divert materials from the landfill, and produce a valuable product.

Outcome Statement: Over the two-year grant period the RECIPIENT expects to divert at least 480 yards of woody debris and roughly 225 vehicle loads participating in the event annually.

Estimated outcomes over the two-year period:

Organics Diversion (#tons): 255.60

Residential Contacts: 14,000

Residential Participants: 500

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
<u>Phase One</u>	
Q1	Select event date and secure site.
	Secure agreement with event vendor.

- Promote and advertise event.
- Q2 Promote and advertise event.
Hold event.
Use mulch during citywide planting projects.
- Q3 Use mulch during citywide planting projects.
- Q4 Use mulch during citywide planting projects.
- Phase Two**
- Q5 Select event date and secure site.
Secure agreement with event vendor.
Promote and advertise event.
- Q6 Promote and advertise event.
Hold event.
Use mulch during citywide planting projects.
- Q7 Use mulch during citywide planting projects.
- Q8 Use mulch during citywide planting projects.

Method of Evaluation: The RECIPIENT will track the event dates and report the quantity of material collected and chipped in tons. Participation will be measured by counting the vehicle loads collected at the event. Results will be compared with prior events.

* Estimated (total) Task Cost: \$19,528

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 9N1BW)

Maximum Eligible Cost:		\$9,480
Fund	Fund Share (75%)	State Share
State Building Construction Account (SBCA)		\$7,110
Match Requirement	Match Share (25%)	Match Amount
Cash Match	25%	\$2,370
Interlocal Costs	0%	\$0

PHASE TWO

Maximum Eligible Cost:		\$9,479
Fund	Fund Share (75%)	State Share
State Building Construction Account (SBCA)		\$7,109
Match Requirement	Match Share (25%)	Match Amount
Cash Match	25%	\$2,370
Interlocal Costs	0%	\$0

B. BUDGET

TASK	<u>Maximum Eligible Cost</u> <u>Phase 1 (Quarters 1-4 of</u> <u>the Spending Plan)</u>	<u>Maximum Eligible Cost</u> <u>Phase 2 (Quarters 5-8 of</u> <u>the Spending Plan)</u>
Category: <u>ORGANICS</u>	\$ 9,480	\$ 9,479
1. Task Title: <u>Woody Debris Chipping Events</u>	\$ 9,480	\$ 9,479
TOTAL MAXIMUM ELIGIBLE COST	\$ 9,480	\$ 9,479

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 The City of Woodinville and mailed to the attention of "Finance Department" at the 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 ECOLOGY provided form (Form D).
- g) Name and state OMWBE certification number (if available) of any qualified firm receiving funds under the invoice, including any sub-and/or sub-subcontractors.
- h) 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.

- The 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.

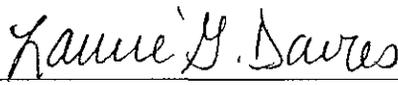
V. PRECEDENCE

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:

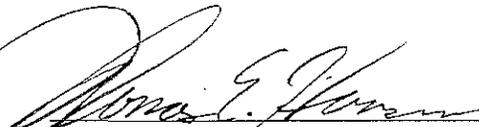
STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

THE CITY OF WOODINVILLE



Laurie G. Davies
Program Manager
Waste 2 Resources

Date



Thomas E. Hansen, PE
Public Works Director

Date

Approved as to form only, Assistant Attorney General

APPLICATION FOR COORDINATED PREVENTION GRANT : SPENDING PLAN

Note: The applicant must submit a separate Z Form for each task (project). One Sheet per Excel File.

Shaded areas are for Ecology use only

Applicant Name:
 Task (Project):
 Category:

Agreement #:
 Cycle:

Region:
 County:

Expenditure Type	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9 reimbursement only	Total Cost by Expenditure	
2. Salaries/Benefits	380.00	3,100			379.00	3,100					
3. Overhead											
4. Travel											
5. Contract Services	350	5,650			350	5,650					
6. Purchases											
Spending Plan	\$730	\$8,750	\$0	\$0	\$729	\$8,750	\$0	\$0		Maximum	State Funds/
For Ecology Use Only										\$18,959	\$14,219
	Q1	Q2	Q3	Q4	Q5	Q6	Q7	Q8	Q9	MEC Per Agreement	State Share Per Agreement
Reimbursement Plan			\$9,480				\$9,479			\$9,480	\$7,110

Purchase Type	Item Description	Item Identification #	Intended Use	Cost
7. Itemized Purchases (purchases of at least \$5K/unit value)				
Equipment (EXAMPLE)	ATALT-53-4 Refuse Trailer	VIN: 5RESZ04809S092006	Collect recyclables	\$93,732

To ask about the availability of this document in a version for the visually impaired call the Solid Waste and Financial Assistance Program at 360-407-6900. Persons with hearing

GO Notes: GO adjusted Q5 down a dollar to bring state share down to allocation. Recip will submit pay requests annually, expected in third Q. (only grant # added 1/15/10)	Beyond Waste: <input type="text" value="yes"/>	Date Stamp Box 2/8/10 p.m. <i>Francis Woolly</i>
	Submits PR: <input type="text" value="other"/>	
	Below Allocation? <input type="text"/>	
ECY 070-111 (8/09)	Updated: 1/15/10	GO Signature

PROCUREMENT CERTIFICATION FORM

Recipient: City of Woodinville

Grant Name: Coordinated Prevention Grant

Grant No.: G1000408

The undersigned, on behalf of the RECIPIENT, certifies that the RECIPIENT:

(RECIPIENT check and complete one of the following)

will follow RECIPIENT'S own adopted procurement procedures and applicable state law in procuring grant-related public works contracts, professional and personal services contracts, and purchase agreements. The procurement procedures were adopted 2 October 2007 (date) by City of Woodinville (adopting authority) and are recorded in Resolution No. 344 (document name).

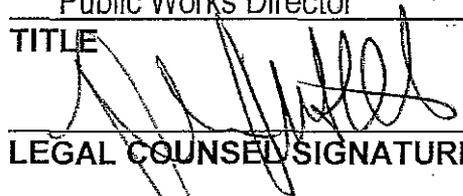
having no applicable, adopted procurement procedures, will follow the Standards for Competitive Solicitation found in the Administrative Requirements for Ecology Grants and Loans, WDOE 91-18 (Revised October 2000) (AKA the "Yellow Book"), and applicable state laws in procuring grant-related public works contracts, professional and personal services contracts, and purchase agreements.



AUTHORIZED SIGNATURE 2/2/10
DATE

Public Works Director

TITLE



LEGAL COUNSEL SIGNATURE DATE

City Attorney

TITLE

GRANT FILE CONTENTS

Grant recipients are required to maintain a file for all grant related information. This document includes a list of information you are required to keep in your grant file. The document also includes a list of information that you may want to keep in your file. One of the main purposes of the file is to provide a clear documentation for review and accounting purposes.

Required Contents:

1. A copy of the grant application (Form CPG-X; Form CPG-Y; Form CPG-Z)
2. Copy of the grant agreement, and any amendments
3. Copies of billings submitted for payment (Forms A19, B2, and C2)
4. Backup expenditure information such as:
 - Cash receipts (or copies if original must be submitted elsewhere)
 - Vendor invoices
 - Monthly time sheets
 - Payroll records
5. Copies of all progress report forms
6. Final Performance Analysis form
7. Copies of any accounting records such as applicable journal vouchers for payments, refunds, transfers, adjustments, etc. including backup documentation. (These are often the best source of information for tracking grant accounting problems and how the problems were resolved.)
8. If project income is earned – documentation that shows how you recorded the income in the accounting records and how it is applied toward the grant project

Additional Required Tracking:

1. If you purchase equipment - an asset tracking system that shows the purchase price, location of asset, and disposition history. Also, a copy of a physical inventory taken every two years.
2. If you acquire real property (land, buildings) – evidence of negotiation and appraisal of the purchase price.

Suggested Contents:

1. Copies of all products produced through the grant, including but not limited to:
 - Advertisements
 - Brochures
 - Fact sheets
 - Surveys
2. Copies of grant related documents, memorandum notes and information pertaining to the grant agreement, including correspondence.
3. Phone numbers and addresses for contacting personnel pertaining to the grant agreement.

This information may also be found in the 2010-2011 CPG Guidelines on page 32.

RECEIVING NO. 4438
DATE 10-14-10
CITY CLERK [Signature] 10-020
LIVED
SEP 24 2010
DEPARTMENT OF ECOLOGY

AMENDMENT NO. 1 TO AGREEMENT NO. G1000408
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF WOODINVILLE

Amendment Purpose: This amendment covers changes to language in the grant agreement, including additions, deletions, and clarifications. The shaded areas identify the changes.

IT IS MUTUALLY AGREED that the agreement is amended as follows:

1. The total maximum eligible cost and state grant share for this agreement remains the same.
2. **PART 1: SCOPE OF WORK** in the original agreement states:

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.

The above section is deleted and replaced with the following:

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. ECOLOGY assumes Phase One funding will be fully spent by December 31, 2010 as you have planned in your task but if not, the money for Phase One must be spent by the end of the 09-11 biennium. Even though the agreement date goes through 12/31/2011, Phase One costs must be incurred before June 30, 2011 and ECOLOGY must receive your payment request by August 13, 2011. Failure to meet either deadline may result in denial of your reimbursement request for those costs.

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.

3. Within each Task's scope of work, the section **Work Plan and Activities Timeline** shall now include the following language:

Work Plan and Activities Timeline:

Changes to the work plan may be negotiated and approved by your Grant Officer in writing.

4. **PART 2: FUND SOURCE AND BUDGET** in the original agreement states:

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).

The above section is deleted.

The existing **A. FUND SOURCE** and **B. BUDGET** for this agreement remains the same.

5. **PART 3: BUDGET CONDITIONS** in the original agreement states:

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.

The above section is deleted.

6. **PART 4: SPECIAL TERMS AND CONDITIONS** in the original agreement states:

A. BILLING AND REPORTING

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.

The above section is deleted and replaced with the following:

A. BILLING AND REPORTING

3. The RECIPIENT must provide ECOLOGY with an updated Spending Plan when requested by ECOLOGY.

7. **PART 4: SPECIAL TERMS AND CONDITIONS** in the original agreement states:

C. OTHER SPECIAL TERMS

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.

The above section is deleted and replaced with the following:

C. OTHER SPECIAL TERMS

2. SOLID WASTE ENFORCEMENT

The following terms are specific to Solid Waste Enforcement agreements. Additional requirements may be designated in a task's Scope of Work.

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 CPG eligible regulations pursuant to Chapter 70.95RCW, applicable solid waste WACs and local solid waste regulations.

It is a requirement for jurisdictional health departments to 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.

For tasks that involve solid waste facility permitting and inspections:

The RECIPIENT must identify the facilities inspected on the progress report for the corresponding payment period. If a permitted facility is not in compliance, it is the expectation of ECOLOGY that the RECIPIENT shall work towards obtaining compliance and keep the appropriate regional ECOLOGY staff informed. If ECOLOGY believes that the RECIPIENT is not working towards obtaining compliance with the permitted facility, the RECIPIENT shall meet with ECOLOGY as requested to discuss strategies for obtaining compliance.

8. **PART 4: SPECIAL TERMS AND CONDITIONS** in the original agreement states:

C. OTHER SPECIAL TERMS

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).

The above section is deleted and replaced with the following:

C. OTHER SPECIAL TERMS

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; (c) Special Terms and Conditions; (d) Coordinated Prevention Grant Program Guidelines (e) any terms incorporated herein by reference including the *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005); and (f) the General Terms and Conditions (SS-010 Rev. 04/04).

9. The effective date of this amendment is January 1, 2010.

10. All other terms and conditions of the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereby sign this Grant Amendment:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CITY OF WOODINVILLE

Laurie G. Davies 9/30/10

Thomas E. Hansen 9/20/10

Laurie G. Davies
Program Manager
Waste 2 Resources Program

Date

Authorized Official

Date

THOMAS E. HANSEN

Print Name of Authorized Official

APPROVED AS TO FORM ONLY
Assistant Attorney General

PUBLIC WORKS DIRECTOR

Title



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

RECEIVED
OCT 13 2010
City of Woodinville

October 12, 2010

Amy Ensminger
City of Woodinville
17301 133rd Avenue NE
Woodinville, WA 98072

Re: Agreement No. G1000408, Amendment No. 1

Dear Ms. Ensminger:

The enclosed grant amendment formally amends the language of your Coordinated Prevention Grant. There is no budgetary change.

Please contact me at (425) 649-7056 or e-mail diana.wadley@ecy.wa.gov if you have any questions.

Thank you,

Diana Wadley
Waste 2 Resources Program

Enclosure: one original executed Amendment No. 1

cc: Grant File

RECEIVING NO. 4507
DATE 3-22-11
CITY CLERK gpc
10-020

AMENDMENT NO. 2 TO AGREEMENT NO. G1000408
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
THE CITY OF WOODINVILLE

Amendment Purpose: This amendment will discontinue one task and insert a new task, shifting remaining funds from the old task to the new task.

IT IS MUTUALLY AGREED that the agreement is amended as follows:

1. The total maximum eligible cost for this agreement stays the same.
2. The total maximum eligible cost for the old task "Woody Debris Chipping Events" decreases by \$1,717.97 from \$9,480 to \$7,762.03.
3. The total maximum eligible cost for the new task "Recycling Collection Events- Residential" increases by \$1,717.97 from \$0 to \$1,717.97.
4. The state grant share for this agreement stays the same.
5. The state grant share for the task "Woody Debris Chipping Events" decreases by \$1,288.48 from \$7,110 to \$5,821.52.
6. The state grant share for the task "Recycling Collection Events- Residential" increases by \$1,288.48 from \$0 to \$1,288.48.
7. Under the Category Organics, the existing scope of work for the task "Woody Debris Chipping Events" is modified to remove all references to work in the year 2011, as the RECIPIENT wishes to discontinue these events in 2011. The estimates in the Outcome Statement for the two-year period are halved.
8. The new Category "Waste Reduction and Recycling" is added, as is the task "Recycling Collection Events- Residential." The following is inserted into Part 1: Scope of Work after the Organics category.

CATEGORY: WASTE REDUCTION & RECYCLING

2. TASK TITLE: Recycling Collection Events- Residential

Maximum Eligible Task Cost: \$1,717.97

Summary Description: The City of Woodinville will conduct a spring and fall Recycling & Collection event in 2011. Promotional advertising will be conducted via website, cable TV, Woodinville Wire, local paper, postings in local businesses, the library, Community Center and City Hall prior to event. By hosting these events, Woodinville can reduce the amount of recyclable but unusual material finding its way to the local landfill.

Agreement No. G1000408, Amendment No. 2
Coordinated Prevention Grant Program
Regular Cycle Agreement with City of Woodinville

Items to be collected at the events and paid for under this grant include: reusable household goods, textiles, appliances and scrap metal, cardboard, clean scrap wood, bulky yard debris, and porcelain toilets and sinks.

Cost for this project will be shared with King County Waste Reduction and Recycling Grant, and the Hazardous Waste Management Grants.

Goal Statement: The goal of this program is to increase waste reduction and recycling and to educate Woodinville citizens by providing an affordable means to dispose of material for recycle and reuse.

Outcome Statement: Over the one-year timeframe of this task, the recipient will hold two recycling events to serve a total of approximately 1,300 households and divert about 345 tons of material from landfill disposal or illegal dumping.

Business Contacts: none

Residential Contacts: Invite 15,000 King County residents to participate

Residential Participants: 1,200-1,400 total over the two events

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

Phase One (Jan.-Dec. 2010)

N/A

Phase Two

Q5 Secure event coordinator, identify site and select event dates, develop outreach media, notify grant officers

Q6 Hold event (May), tally tons/participants

Q7 bill grant, hold event (September)

Q8 tally tons/participants, possibly bill grant.

Method of Evaluation: Number of household participants and tons of recycling diverted at each event.

* **Estimated (total) Task Cost:** \$ 53,677 for one year (two events)

9. The existing **PART 2**, section **B. BUDGET** is deleted and replaced with the following:

B. BUDGET

CATEGORY AND TASK	Original Budget Totals Maximum Eligible Cost	Budget Changes Maximum Eligible Cost	Maximum Eligible Cost Phase 1 (Quarters 1-4 of the Spending Plan)	Maximum Eligible Cost Phase 2 (Quarters 5-8 of the Spending Plan)
Category: <u>ORGANICS</u>	\$9,480	-\$1,717.97	\$ 7,762.03	\$0
1. Task Title: <u>Woody Debris Chipping Events</u>	\$9,480	-\$1,717.97	\$ 7,762.03	\$ 0
Category: <u>Waste Reduction & Recycling</u>	\$0	\$1,717.97	\$1,717.97	\$ 9,479
2. Task Title: <u>Recycling Collection Event - Residential</u>	\$0	\$1,717.97	\$1,717.97	\$ 9,479
TOTAL MAXIMUM ELIGIBLE COST	\$9,480	\$0	\$ 9,480	\$ 9,479

10. The effective date of this amendment is December 1, 2010.

11. All other terms and conditions of the original agreement remain in effect.

IN WITNESS WHEREOF, the parties hereby sign this Grant Amendment:

STATE OF WASHINGTON
 DEPARTMENT OF ECOLOGY

CITY OF WOODINVILLE

Laurie G. Davies

Thomas E. Hansen

Laurie G. Davies
 Program Manager
 Waste 2 Resources Program

Date

Authorized Official

3/8/11
 Date

THOMAS E. HANSEN
 Print Name of Authorized Official

APPROVED AS TO FORM ONLY
Assistant Attorney General

PUBLIC WORKS DIRECTOR
 Title

AMENDMENT NO. 3 TO AGREEMENT NO. G1000408

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF WOODINVILLE

RECEIVING NO. 4524
 DATE 5-18-11
 CITY CLERK RE: 96K
10-020
 APR 20 2011

ECOLOGY W2R

Purpose: To amend the above referenced grant agreement between the Department of Ecology (Department) and City of Woodinville (Recipient). This amendment will allow the recipient to receive reimbursement for activities within the scope of work through June 30, 2011.

IT IS MUTUALLY AGREED that the agreement is amended as follows:

1. The total maximum eligible cost for this agreement increases by \$ 9,479 from \$ 9,480 to \$ 18,959. The state share amount for this agreement increases by \$ 7,109 from \$ 7,110 to \$ 14,219.
2. The following table outlines the changes to the budget listed by task.

Budget Table			
Category and Task	Original Budget Totals	Budget Changes	Revised Budget Totals
	Maximum Eligible Cost	Maximum Eligible Cost	Maximum Eligible Cost
[Category] Organics	\$ 7,762.03	\$ 7,761.21	\$ 15,523.24
1. Task 1: Woody Debris Chipping Events	\$ 7,762.03	\$ 7,761.21	\$ 15,523.24
[Category] Waste Reduction Recycling	\$ 1,717.97	\$ 1,717.79	\$ 3,435.76
2. Task 2: Recycling Collection Event - Residential	\$ 1,717.97	\$ 1,717.79	\$ 3,435.76
TOTAL MAXIMUM ELIGIBLE COST	\$ 9,480.00	\$ 9,479.00	\$ 18,959.00
STATE SHARE	\$ 7,110.00	\$ 7,109.00	\$ 14,219.00

FUND SOURCE: CPG (SBCA)

FUND	GRANT PERCENT (%)	STATE GRANT SHARE
	Maximum Eligible Cost:	\$18,959
State Building Construction Account (SBCA)	75%	\$14,219
MATCH REQUIREMENT	MATCH PERCENT (%)	LOCAL SHARE
Cash Match	25%	\$4,740
Interlocal Costs	0	0



RECEIVED

MAY 13 2011

City of Woodinville

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

May 11, 2011

Amy Ensminger
City of Woodinville
17301 133rd Ave. NE
Woodinville, WA 98072

RE: Coordinated Prevention Grant No. G1000408, Amendment # 3

Dear Ms. Ensminger:

The enclosed executed grant amendment folds in funds per your spending plan for quarters 5 and 6 (January 1, 2011 through June 30, 2011).

Ecology's definition of "date cost incurred" is the date a service was performed or a product received. Note that the money from this amendment must be spent (costs incurred) by June 30, 2011.

If you have questions, please contact me at (425) 649-7056 or at diana.wadley@ecy.wa.gov.

Sincerely,

Diana Wadley
Regional Planner & Grant Officer
Waste 2 Resources Program

Enclosure: One original executed grant amendment #3

