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State of Washington

Program Guidelines Waste Reduction & Recycling Education

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Program Guidelines
Waste Reduction & Recycling Education

2020-2021

Solid Waste Management
Washington State Department of Ecology
Olympia, Washington

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WRRED Program Guidelines

Executive Summary

These guidelines detail eligibility requirements, application process, performance expectations, and performance monitoring for Ecology's Waste Reduction and Recycling Education (WRRED) grant program. This competitive grant program provides up to \$60,000 in state dollars to qualified local governments and nonprofit organizations for local or statewide education programs designed to help the public with litter control, waste reduction, recycling, and composting.

The projects should be stand-alone projects that can be completed during the grant time period. Projects may include, but are not limited to the following:

- Develop and/or implement a contamination reduction and outreach plan (CROP).
- Environmental workshops and classroom activities.
- Community-wide outreach/information campaigns.
- Information hotlines and special materials collection events targeting common recycling contaminants.
- Special events (county fairs, Earth Day, etc.).

The grant projects should focus primarily on the products taxed under chapter 82.19 RCW, Waste Reduction, Recycling, and Litter Control Account.

Items taxed under RCW 82.19.020 are:

- Food for human or pet consumption.
- Groceries.
- Cigarettes and tobacco products.
- Soft drinks and carbonated waters.
- Beer and other malt beverages.
- Wine.
- Newspapers and magazines.
- Household paper and paper products.
- Glass containers.
- Metal containers.
- Plastic or fiber containers made of synthetic material.
- Cleaning agents and toiletries.
- Nondrug drugstore sundry products.

Part I – Program Overview

A. Background

In 1998, the Legislature dedicated 20 percent of monies from chapter 82.19 RCW, Waste Reduction, Recycling and Litter Control Account (WRRLCA) to provide financial assistance to county governments for litter and illegal dump cleanup and prevention through Ecology’s Community Litter Cleanup Program (CLCP). During the 2015 session, the Legislature authorized Ecology to use part of the 20 percent to fund the Waste Reduction and Recycling Education (WRRED) grants program.

B. Funding

Ecology anticipates approximately \$250,000 for the WRRED grant program for the 2020-2021 biennium (July 1, 2020—June 30, 2021). The maximum grant award is \$60,000, the minimum grant award is \$11,250. All grants require a 25 percent recipient match.

C. Administration

Recipients will manage all grants through Ecology’s Administration of Grants and Loans (EAGL). EAGL is a web-based grant and loan management system that allows Ecology’s grant and loan clients to complete grant applications, submit payment requests with progress reports, submit closeout reports, and request amendments online. Recipients must submit quarterly invoices and progress reports through EAGL to show proper use of grant funds.

For more information about accessing EAGL see [Section V](#).

D. Acronyms or abbreviations

CROP	Contamination Reduction and Outreach Plan
CLCP	Community Litter Cleanup Program
DES	Department of Enterprise Services
EAGL	Ecology’s Administration of Grants and Loans
EFT	Electronic Funds Transfer
EPR	Equipment Purchase Report
PRPR	Payment Request/Progress Report
RCOR	Recipient Close out Report
RCW	Revised Code of Washington
SAW	Secure Access Washington
WAC	Washington Administrative Code
WRRED	Waste Reduction and Recycling Education Grants
WRRLCA	Waste Reduction, Recycling, and Litter Control Account

E. Definitions

For a more complete list of definitions, refer to *Administrative Requirements for Recipients of Ecology Grants and Loans* ([Yellow Book](#)).

AGREEMENT - The formal, written contractual document that details the terms and conditions, scope of work, budget, and schedule for of the grant or loan, that is signed by the authorized signatories of the recipient and Ecology.

AGREEMENT EFFECTIVE DATE - The earliest date on which eligible costs can be incurred.

AGREEMENT EXPIRATION DATE - The latest date on which eligible costs can be incurred.

AGREEMENT SIGNATURE DATE - The date the agreement is signed by the Ecology authorized signatory.

AMENDMENT - An agreement that details the changes or revisions to the terms and conditions of the grant or loan that is signed by the authorized signatories of Ecology and the recipient.

AUTHORIZED OFFICIAL - Title of a recipient's system role in EAGL, which allows a user to manage organization information, assign organization user roles, and initiate, edit, and submit applications and reports.

AUTHORIZED SIGNATORY - A person designated by the recipient or by Ecology to sign a grant or loan agreement and amendments.

BACKUP DOCUMENTATION - Documents to support all expenditures reported on a payment request.

BENEFITS - The cost of employment fees/taxes required by law and paid by the employer, such as social security, Medicare, pension/retirement, health insurance, state industrial insurance, and unemployment insurance. Benefits are part of the recipient salary and benefit cost when calculating the indirect charge for a project.

CASH EXPENDITURE - Regardless of the source of the funds, any cash spent by the recipient for project-related costs, including:

- Direct costs of goods and/or services.
- Salaries and benefits of recipient employees.
- Indirect costs.
- Payments made to contractors.

CASH MATCH - are expenses paid by the recipient for project-eligible costs. Expenditures may include direct costs of goods and services, recipient salaries and benefits, indirect costs, and payments made to contractors.

CLOSE OUT - The process reconciling all administrative matters relative to a grant or loan to close the file.

COMPOSTING - The biological degradation and transformation of organic solid waste under controlled conditions designed to promote aerobic decomposition. Natural decay of organic solid waste under un-controlled conditions is not composting.

CONTAMINATION – When inappropriate materials are present in a co-mingled recycling container.

CONTRACTOR - Any entity who is paid directly by the recipient for goods or services received under a contract.

COST INCURRED DATE - The date a purchased item is delivered or a service is performed.

DELIVERABLE - Item or activity identified in an agreement that must be completed by the recipient before Ecology approves reimbursement or completion. Deliverables may or may not have a due date.

ECOLOGY'S ADMINISTRATION OF GRANTS AND LOANS (EAGL) - This is Ecology's web-based system used to apply for, manage, track, monitor, and close out grants and loans issued by Ecology

ECOLOGY CLOSE OUT REPORT - Data form in EAGL, completed by Ecology, which collects information about the accomplishments at the end of an Agreement from Ecology's perspective.

ECOLOGY SHARE - The maximum dollar amount of financial assistance that may be reimbursed to the recipient under the terms of the agreement.

ELIGIBLE COST - Costs that meets all criteria established in the agreement and funding program guidelines.

FISCAL YEAR - A 12-month fiscal period, which starts July 1 and ends June 30.

FOOD WASTE - Waste from fruits, vegetables, meats, dairy products, fish, shellfish, nuts, seeds, grains, and similar materials that results from the storage, preparation, cooking, handling, selling, or serving of food for human consumption.

INDIRECT RATE - Costs incurred but not readily identifiable with a task. The maximum indirect rate for WRRED grants is 30 percent of salary and benefits.

IN KIND CONTRIBUTIONS - Property or services that benefit a project and are contributed to the recipient by a third party without direct monetary compensation. Includes interlocal costs, donated or loaned real or personal property, and volunteer services.

IN KIND OTHER - A type of contribution where the third party making the contribution is not a government entity.

LOCAL GOVERNMENT - Any political subdivision, regional governmental unit, solid waste disposal district, municipal, or public corporation, and includes cities, towns, and counties. The term encompasses but does not refer specifically to departments within a city, town, or county.

MATCH: A portion or share provided by the recipient for the grant or loan.

ORGANIC MATERIALS - Organic materials include any solid waste that is a biological substance of plant or animal origin capable of microbial degradation. Organic materials include, but are not limited to, manure, yard debris, food waste, food processing wastes, wood waste, and garden wastes.

OUTCOME - The environmental result, effect, or consequence that will occur from carrying out a program or activity related to the goal or objective of a grant or loan.

OUTPUT - An environmental activity or effort and associated work products related to the goal or objective that will be provided by a specified date.

PAYMENT REQUEST PROGRESS REPORT (PRPR) - Data entry forms used in EAGL to report agreement expenditures and/or progress by task.

PROJECT INCOME - Funds received by the recipient and directly generated by a project, or earned only as a result of the project during the period of the agreement.

PROGRESS REPORT - Periodic updates that include information related to task accomplishments, reasons for delays or cost overruns, etc., for a project designated in an agreement.

PROJECT - A specific set of activities that are eligible for funding.

RECIPIENT - An entity that has been approved to receive a grant or loan from one or more funding programs.

RECIPIENT MATCH PERCENTAGE - The percentage of the total eligible costs that will be contributed by the recipient – through cash or in kind. The WRRED recipient match percentage is 25%.

RECIPIENT SHARE - The portion of the total eligible costs borne by the recipient.

RECYCLING - Transforming or remanufacturing waste materials into usable or marketable materials for use other than landfill disposal or incineration. Recycling includes processing waste materials to produce tangible commodities.

RETROACTIVE COSTS - Project-eligible costs incurred between the Agreement effective date of the Agreement and before the Ecology signature date on the Agreement.

SCOPE OF WORK - The objectives, tasks, and deliverables to be accomplished under an agreement.

SOLID WASTE OR WASTES - All putrescible and non-putrescible solid and semi-solid wastes including, but not limited to, garbage, rubbish, ashes, industrial wastes, swill, sewage sludge, demolition and construction wastes, abandoned vehicles or parts thereof, contaminated soils and contaminated dredged material, and recyclable materials.

STATEWIDE VENDOR NUMBER - a number issued by the Office of Financial Management which is required for recipients to receive a disbursement.

SPENDING PLAN - A data entry form in EAGL used to report the recipient's expected and actual spending by quarter.

SUPPLIES - All tangible personal property other than tools or equipment necessary to carry out a scope of work (with a useful life of less than one year and an acquisition cost of less than \$5,000).

TASK - An activity that must be accomplished for the project.

TASK GOAL - A description of why the task is being done that defines successful completion.

TERMS AND CONDITIONS - All requirements of the grant or loan, whether in statute, regulations, administrative and program requirements, or the agreement document.

- **AGREEMENT-SPECIFIC TERMS AND CONDITIONS:** Terms and conditions that apply only to a specific agreement.
- **GENERAL TERMS AND CONDITIONS:** Terms and conditions that apply to all Ecology grants and loans.
- **SPECIAL TERMS AND CONDITIONS:** Terms and conditions that apply only to agreements under a specific funding program.

TOOLS - Tangible personal property having a useful life of more than one year and an acquisition cost of less than \$5,000 per unit.

TOTAL ELIGIBLE COST - The amount authorized under the agreement, which includes both Ecology's and the recipient's match share.

WASTE REDUCTION – Reducing the amount or toxicity of waste generated or reused materials.

Part II – Eligibility

A. Project

Eligible projects educate the public on litter control, waste reduction, recycling, or composting, or creation and implementation of a Contamination Reduction and Outreach Plan (CROP) as required under RCW 70.95.090, the Sustainable Recycling Act.

Education and outreach projects should focus primarily on the products taxed under RCW 82.19.020, Litter Tax.

Projects should be stand-alone projects that can be completed during the grant time period and may include, but are not limited to the following:

- Environmental workshops and classroom activities.
- Community-wide outreach/information campaigns.
- Information hotlines and special materials collection events targeting common recycling contaminants.
- Special events (county fairs, Earth Day, etc.).
- Create and/or implement a contamination reduction and outreach plan (CROP).

B. Applicant

WRRED funds are available to the following groups:

- Non-profit organizations based in the State of Washington.
- Local governmental agencies, including cities and counties.

The following groups and organizations are not eligible:

- For profit businesses or any other profit-seeking enterprises.
- State government agencies.
- Federal government agencies.
- Federally recognized Indian tribes or other sovereign nations.
- Public or private vocational or technical schools, colleges, or universities.
- Any organization located outside of Washington State boundaries.

C. Costs

Refer to [Ecology's Administrative Requirements for Recipients of Ecology Grants and Loans \(Yellow Book\)](#), Part III, for a full explanation of eligible criteria, allowable costs, unallowable costs and conditionally allowable costs. It can be found at:

<https://fortress.wa.gov/ecy/publications/summarypages/1701004.html>

Allowable costs in WRRED projects may include, but are not limited to:

- Advertising.
- Staff Compensation - wages, salaries, and supplementary compensation and benefits.
- Materials, tools, and supplies.
- Printing and reproduction.
- Indirect.

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Individual project scopes of work or other terms of the grant agreement may restrict the categories or amounts of costs that are allowed.

In addition to unallowable costs detailed in *Administrative Requirements for Recipients of Ecology Grants and Loans (Yellow Book)*, Part III, D, ineligible costs include, but are not limited to:

- Litter and illegal dump cleanup and disposal costs.
- Costs incurred before the effective date of the agreement.
- Overtime differential, unless an employee spends 100 percent of his or her time on tasks specific to the grant, and it is approved by Ecology in advance.
- Components of projects that are funded by a Local Solid Waste Financial Assistance agreement and/or Public Participation Grant agreement.
- Undocumented costs.

All WRRED grants require a 25 percent match from recipients. Recipients may match funds by cash or contributed services.

Part III – Administrative Requirements

A. Timeline

The timeline below outlines important dates related to the administration of the grant.

Important Dates	Significance
April 21, 2020	Applications being accepted.
May 21, 2020	Closing of the application period.
June 4, 2020	Ecology anticipates making funding decisions.
July 1 st , 2020	Agreement effective date.
October 30 th , 2020	First Progress Report/Payment Request (PRPR) is due.
January 30 th , 2021	Second PRPR is due.
April 30 th , 2021	Third PRPR is due.
June 30 th , 2021	Agreement end date.
July 30 th , 2021	Fourth or final PRPR and recipient closeout report is due.

B. Payment Requests & Progress Reports (PRPR)

Recipients must submit quarterly reimbursement requests and progress reports to Ecology in EAGL to show proper use of grant funds. A progress report must be submitted even when there are no expenses to report in a quarter.

Ecology, at its sole discretion, may amend or revoke grants if a recipient does any of the following:

- Submits no PRPR for costs incurred through the second quarter (PRPR due date is January 30, 2021).
- Submits no PRPR within 30 days after the end of any subsequent quarter.
- Submits PRPR that show insufficient activity.

C. Close out

The recipient must submit one close out report when all tasks in the agreement are complete. Before close out occurs, the recipient must submit final documents and Ecology must approve them.

Final documents the recipient submits include:

- Final Payment Request forms
- Final Progress Report forms
- Recipient Close Out Report

All final documents must be submitted by July 30, 2021 to ensure a final payment.

D. File management and records retention

Ecology requires recipients to maintain a file of all agreement-related information for at least three years from the date Ecology closes the agreement. The recipient should organize agreement financial records to provide an audit trail for all expenditures, and keep all paper records in a common file. The date an agreement is closed in EAGL is the start date of the retention period.

Paper records

Required file contents include:

- Signed agreement and all signed amendments.
- Contracts related to the agreement or amendment(s).
- Any RFPs and contract award documents.
- Property/equipment documents when applicable, such as Ecology purchase approvals and recipient's inventory control.
- Outputs/deliverables (advertisements, brochures, fact sheets, surveys and reports).
- Correspondence (maintain an electronic file for electronic correspondence).
- Engineering documentation and field inspection reports of all construction work.

Electronic records

Electronic records have the same record retention as their paper versions.

Audits

Ecology has the right to audit the agreement files for three years after closing the Agreement.

Part IV – Developing a Project

A. Projects receiving priority

Contamination of recyclable material streams is impacting recycling and composting programs statewide. Programs educating the public on the prevention of contamination of recyclable, compostable material, or assisting to divert materials commonly found as contaminants will receive priority consideration for WRRED grant funding. Additionally, food waste is the largest component of our state and country’s municipal solid waste. Programs educating the public on the prevention of food waste will also receive priority consideration.

During the 2019 legislative session, a bill passed requiring local governments with a Solid Waste Management Plan to update their plans to include a Contamination Reduction and Outreach Plan (CROP). Projects creating or implementing a CROP will receive additional contamination reduction consideration.

Other programs receiving priority consideration include those relating to the taxed items, programs that include outreach to populations with a high Washington Tracking Network score for “living in poverty,” and those programs that are ready to be implemented. Projects should be stand-alone projects that can be completed during the grant time period.

Find the scorecard for project consideration in [Appendix B](#).

B. Successful projects

Ecology wants each project to achieve the best possible measurable results for the time, money, and effort invested. A successful project begins with careful, thorough planning.

Successful programs include:

- Clear start and end point to support a stand-alone project.
- Clearly defined goals that show a public benefit.
- Well-defined “audience” to receive the message.
- Educational materials and activities that match their audiences, such as translation of materials into other languages.
- Promote awareness and motivate action.

C. Community investment, partnerships, and local involvement

Ecology encourages working with county and city agencies and citizen groups to come up with projects. This approach helps projects obtain the greatest possible environmental benefit for the resources invested. Agencies and groups that may be interested include:

- Community groups.
- Private sector.
- Health departments.
- Schools.
- Public works or solid waste departments.
- Solid waste advisory committees.
- Civic groups.
- Youth groups.
- Others involved in local litter control, recycling, and composting programs.

D. Tasks

Part of an effective environmental education project is a list of “tasks.” Tasks are specific activities completed to move towards project goals.

- Relate each task to a specific project goal.
- Each task is precise, but flexible enough to adapt to changes if needed.
- Allot sufficient time for each task. As each task is completed, use it to measure progress toward meeting the project goals.
- Determine the cost for each task.

E. Measurable outcomes

Measurable outcomes vary, but ideally they should address the following:

- Document quantifiable measures that support the outcome(s).
- Document and measure behavior change.
- Define public benefit to the environment and individuals.
- Show a direct return on public investment.
- Adhere to project timelines.

Part V – Applications and Evaluation

A. Application period

The application period opens April 21, 2020. Applications are due to Ecology by 5:00 p.m. on May 21, 2020.

B. Administration through EAGL

All applications must be submitted in EAGL. Applicants must register in [Secure Access Washington \(SAW\)](#) and EAGL before they can access the application. To gain access to the EAGL system, first create an account through Secure Access Washington (SAW).

Acquire a Secure Access Washington (SAW) account

- Scroll down to find the user tab called [New SAW and EAGL users](#) and follow the prompts or
- Scroll to the end of the prompts and view the tutorial: [Watch a YouTube video showing how to create a SAW account.](#)
- For additional assistance: SAW's toll-free customer support is available at 888-241-7597.

Approved EAGL registration

- Scroll down to find the user tab called new EAGL users with a SAW account and follow the prompts, or
- Scroll to the end of the prompts and view the tutorial: [Watch a YouTube video showing how to register for EAGL when you already have a SAW account.](#)
- The [EAGL Recipient User Guide](#) walks clients through many important features of the EAGL system. It also explains how to initiate and submit applications.
- Application information and general instructions for navigating the EAGL system are accessible through the [website](#).

C. Pre-application technical assistance

Ecology recommends a preapplication conference as a first step in applying for financial assistance. WRRED grants staff will listen to any ideas and discuss eligibility. This step may help reduce the time it takes to apply for funding.

D. Matching requirements

Recipients are required to contribute 25 percent of project-eligible costs as cash expenditures or in kind match. The applicant's intent to use in kind match should be stated in the application. Ecology will confirm the contribution meets requirements, and prepare the agreement accordingly.

Cash match:

- Must be an eligible project cost paid by the recipient.
- When a recipient uses only cash match, EAGL reimburses only up to 75% of approved expenditures on each reimbursement.

In kind match:

- May include:
 - Volunteer services.
 - Employee services donated to a project.
 - Donated or loaned equipment, real and personal property, and goods or services.
- EAGL automatically reimburses a percentage reflective of the amount of in kind match contributed. Reimbursements will not reflect 100% of the approved expenditures until the entire match has been met through in kind.

For more information about matching see [Part VII](#).

E. Application evaluation

Initial screening

Applications will receive an initial screening before Ecology accepts the application for evaluation. The criteria Ecology uses in the initial review is applied in the following order:

1. Was the application submitted on time in EAGL?
2. Is the applicant eligible?
3. Does the project educate the public on litter control, waste management, recycling, or composting?

Ecology will deny the application if any of the screening criteria are not met. Ecology will evaluate and score all applications that meet the screening requirements.

Application evaluation

All eligible applications will be evaluated against the following criteria:

- The applicant meets one or more of the priority considerations listed in these Guidelines. Meeting any or all of the priority considerations will result in additional points in the application scoring process.
- The application clearly states how the matching funding will be met.
- The applicant is ready to proceed with the program.
- The application clearly describes the issue, the work to be conducted, the specific target audience, and the desired outcomes.
- The project meets an unmet need.
- The application describes measurable outputs or outcomes and desired behavior changes.
- The applicant has community support. Applicants are encouraged to provide letters of contribution from partner organizations or general letters of support from stakeholders.

The applications will be ranked by their score. Grant offers will be made in order of ranking until all funds are expended. Applicants may receive all or a portion of the requested funding. See [Appendix B](#) for the full screening checklist and evaluation scorecard. Note: The evaluation scorecard is the same one used in the 2019-20 application process. Due to EAGL limitations, we were unable to modify it for the 2020-21 application process.

Part VI – Agreements and Amendments

A. Negotiations and formal offer

Once Ecology selects a recipient, Ecology staff can begin drafting the scope of work. Ecology staff will scope a project so that the expected outcome is achieved by the end of the agreement period, and will negotiate a budget that both parties agree is sufficient to complete the scope of work.

An agreement is a formal agreement between Ecology and the recipient describing the performance expectations and rights of the parties. An agreement contains the following sections:

- Title.
- General Information.
- Recipient Information.
- Ecology Information.
- Authorizing Signatures Page.
- Scope of Work.
- Budget.
- General Terms and Conditions.
- Agreement-specific Terms and Conditions.
- Special Terms and Conditions.

B. Scope of work

A scope of work is developed using information from the Category Specific Tasks form, one of the application forms, and will be used to build the eventual Agreement. A scope of work must include:

- Work to be performed.
- Who will perform the work.
- Costs an applicant expects reimbursed.
- A method to evaluate success.
- Summarized work plan and/or deliverables.
- Spending plan.

C. Agreement must be signed

The EAGL online system will auto-generate a notification when the agreement is ready for signature. Ecology may follow this notification with an email reminder about:

- Confirming the Recipient Contact Form is accurate.
- Printing two copies of the Agreement.
- Acquiring the authorizing signature(s) in blue ink on both copies.
- Mailing both signed Agreements to the Ecology contact.*
- If Governor Inslee's stay-at-home order is still in effect, we request that you scan and email a PDF of the signed agreement instead of mailing it. Because Ecology

employees are not at the office to process mail, Ecology has suspended its wet signature requirement. Additional instructions may be forthcoming as we continue to navigate a response to COVID-19.

D. Amendments

Any change to the agreement, beyond administrative adjustments, requires a formal amendment requested by the recipient through the EAGL system. Circumstances triggering a formal amendment include, but are not limited to:

- The recipient and Ecology agree to revise the scope of work or objectives of the project, whether or not there is an associated budget revision.
- The recipient and Ecology agree to add or remove funds from the agreement.
- The recipient and Ecology agree to a budget redistribution.

The formal amendment includes an amendment effective date and becomes binding when it is signed by the authorized officials of both the recipient and Ecology.

Part VII – Reimbursement and Performance Monitoring

Each recipient is required to submit a complete payment request and progress report (PRPR) package at least once per quarter. If no expenses were incurred during a quarter, a progress report still must be completed.

A complete PRPR package includes:

- Payment Request form and supporting documentation.
- Progress Report form.
- Form D-Contractor Participation Report.

A. Payment request form

Incomplete payment requests may cause a delay in reimbursement and may impact performance evaluations. Ecology will process complete payment request packages within 30 days of receipt.

No Expenditures

If no expenses were incurred during a quarter, a progress report still must be submitted. In this case, there are only four steps to complete on the Payment Request form:

- 1) Identify if the payment is final.
- 2) Enter the billing period end date.
- 3) Select “No” if there are no expenditures to report.
- 4) Save the work.

Cost-reimbursement

Ecology disburses the recipient award on a cost-reimbursement basis. This means a recipient must incur the cost before it is eligible for reimbursement. An incurred cost is the date the recipient receives the item or the service is performed. The recipient must also be in possession of a payable invoice that identifies the date an item was received or the service was performed.

For example:

- An order for printed materials is placed on March 15; the cost-incurred date is the date those materials are delivered and in your possession – NOT the date you ordered the print job or the date on the invoice.
- A consultant is hired to design education materials; the dates of cost incurred are the dates the consultant works – NOT the date they invoice for the work.

Expenditures table

The Expenditures table includes dropdown boxes for many cells in the table. It is important to select the correct category option. The following is a list of the ten 'Item Category' options followed by an explanation of what qualifies under each option:

- **Salaries** - select when the cost is only recipient salaries or wages.
- **Benefits** - select when the cost is only recipient benefits (not combined with recipient salaries or wages).

Note: Benefits typically consist of social security, Medicare, worker's compensation, unemployment insurance, pension plan, other life insurance, and leave. Fringe benefits, such as a car or clothing allowance, are a separate cost category and should not be included in the benefit rate.

- **Salaries/Benefits** - select when the cost is a combination of recipient salaries or wages AND benefits.
- **Indirect** - select when charging for indirect. Indirect is up to 30 percent of the recipient salaries/benefits itemized on the same Expenditures. The indirect rate will be included in the agreement. Itemizing an indirect cost is optional and must be consistently exercised throughout the Agreement period.
- **Contracts** - select when the cost is associated with a legally binding written contract between the recipient and contractor for the rendering of professional services.
- **Goods and Services** - select when the cost is associated with the purchase of a product or service, material, or supplies.
- **Travel** - select when the cost is associated with lodging, meals, mileage, car rental, parking, ferry, and toll fees related to the task. Registration costs are itemized under Goods and Services.
- **Equipment** - select when the cost is a tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of at least \$5,000 per functional unit or system. When the item has a useful life of less than one year and an acquisition cost of less than \$5,000 per functional unit or system it is itemized under Goods and Services.
- **Property** - select when the cost is associated with purchase of land, including crops and mineral rights, land improvements, structures, and appurtenances to them, excluding moveable machinery and equipment.
- **Other** - select when the cost does not fit under any other category option.

Supporting documentation

Recipients must upload documentation that supports each cost itemized in the Expenditures table into EAGL's payment request upload feature. Payment is on a reimbursement basis. This means the cost must have been incurred (the work must have already been performed or the purchased item received) in order to be eligible for reimbursement. These documents may be grouped into a single file or several files, and are most often provided in the personal data file (PDF) format. Documentation should be provided in the same order as itemized on the Expenditure table.

Documentation includes, but may not be limited to:

- Copies of receipts or payable invoices, including a confirmation of the date of goods received or services performed.
- Contractor and subcontractor invoices and receipts. A copy of the signed contract must be provided for Ecology review prior to reimbursement of contractor related costs.
- Mileage logs.
- Accounting records.
- Time accounting reports that include:
 - Employer's total cost per employee per pay period.
 - Employee's hours by date and task.
- Any other form of record that establishes the appropriateness of an expense.

Please note the following:

- If equipment is purchased in the quarter, an Equipment Purchase Report must be completed and submitted for each piece of equipment.

Match documentation

The recipient must provide proper documentation to support their match. Without documentation demonstrating that the match requirement has been met, the recipient will not be fully reimbursed for expenditures. All eligible costs used for match are to be reported and incurred within the effective dates of the agreement.

Cash match

Cash match must be an eligible project cost paid by the recipient. When a recipient uses only cash match, EAGL reimburses only up to 75 percent of approved expenditures on each reimbursement. The backup documentation requirements are the same as if the recipient was expecting reimbursement.

In kind match

In kind match includes things like volunteer hours worked on a project, employee services donated to a project, or donated or loaned equipment, real and personal property, and goods or services. EAGL automatically reimburses a percentage reflective of the amount of in kind match contributed.

Reimbursements will not reflect 100 percent of the approved expenditures until the entire match has been met through in kind.

In kind match must be supported by documentation acceptable to Ecology and be verifiable from recipient records. Examples include (but are not limited to):

- Time and effort records (time sheets and work logs).
- Description of work performed.
- Meeting attendance records.
- Travel vouchers.
- Valuation of Donation or loaned equipment.
- Use-cost comparison.

Valuation of donated service and real property

Donated services or real property may be used for match purposes for in kind match contributions. The recipient is prohibited from making any reimbursement or payment related to the donation, and no donated services or properties can be charged to a project as direct or indirect cost.

Ecology reserves the right to make the final determination of the value of a donated service or property used for a match and may request additional documentation to support the value. If no invoice or documentation is provided by the contributor of a donated service or property, it must be documented by the recipient. For donations not described below, a monetary value placed on the service or property must be fair and reasonable, and agreeable to Ecology.

Donated/Volunteer labor and services

The recipient may use donated/volunteer labor or services donated by a third party (not the recipient or a contractor under the grant or loan agreement) to a project as match. Again, the recipient must not make any reimbursement or payment related to the donation.

The amount of match allowed is determined by the actual hours donated toward the project according to the following, when:

- A third party (not the recipient or a contractor) donates the services of its employee to the project at no charge to the recipient, and the services are in the employee's normal line of work (for example, an engineer provides engineer drawings):
 - The work is valued at the employee's regular rate of pay.
- An adult voluntarily provides unpaid labor or services to the project:
 - The work is valued at \$15 per hour.
- A minor voluntarily provides unpaid labor to the project:
 - The work is valued at 85 percent of \$15 per hour (\$12.75).

The following applies when using donated/volunteer labor and services as match:

- Donated volunteer labor must be documented by a time record signed by the volunteer coordinator and approved by the recipient.
- Volunteer labor for adults and youth is allowed by the Fair Labor Standard Act, however some restrictions may apply.
- Volunteers' travel expenses cannot be used as match. If a third party reimburses its employees for travel expenses related to the project, those costs are eligible match contributions on the part of the third party.
- Time spent by state employees performing their official duties is not considered volunteer labor.

Property donated by the recipient

The recipient may use the current market value of real property, equipment, or supplies it donates as match.

If any part of the donated property was acquired with Ecology funds, only the non-Ecology share of the property is eligible, unless allowed in the agreement. Likewise, if any part of the donated property was acquired with federal funds, only the non-federal share of the property is eligible.

Property donated by a third party

The recipient may use real property, equipment or supplies donated by a third party to a project as match, if:

- The title of the property is transferred to the recipient.
- Only the portion of the property used for the project may be as match.

Example: The project requires obtaining one acre of land. Land was donated as part of a five-acre parcel. Only the current fair market value of the one acre can be used as match.

Property loaned by a third party

The recipient may use the value of loaned property as match if part of the agreement's purpose is to support activities that require the use of property for the project.

If a third party donates the use of property, but retains title, the donation will be valued at the current fair market rental rate of the property. But, the rental amount (use allowance) over the period of the agreement may not exceed the purchase amount for the property.

Example: A piece of equipment (for example, a vehicle) was donated to the project, but was not a part of the agreement. The vehicle will be used for six months for employee travel. The match value of the vehicle is determined by the actual use of the vehicle on the project. The fair market rental rate for the vehicle for six months is the basis for the match value.

Contributions not eligible

- **Costs used as in kind on another project.** No expenditures or in kind contributions used as match on one project may be used as match on another project.
- **Costs paid by the same funding source.** A match that is paid from another WRRED agreement is ineligible.
- **Other Ecology grant funds.** The recipient must check the agency issuing another grant to ensure funds from the other grant can be used as an in kind contribution. Funds from Local Solid Waste Financial Assistance (LSWFA) cannot be used as match towards a WRRED grant.
- **Costs financed by penalties and/or fines.** The recipient cannot use income received from penalties and fines as match.
- **Costs financed by project income.** Income generated from the project cannot be used as match unless expressly permitted in the agreement.
- Services or property financed by income earned by contractors, unless expressly permitted in the agreement.

Ecology review and approval

Ecology staff approve, modify, or deny costs itemized in the Expenditures table. Staff rely on the Agreement, program guidelines, and [Administrative Requirements for Recipients of Ecology Grants and Loans](#) (Yellow Book) to make the determination. Ecology may contact the recipient for help in the determination, or may return the request for modifications, or may make the decision to deny the cost in whole or in part. When a cost is denied in whole or in part, staff will write a brief explanation in the comment field for that line item.

A. Progress report form

Each recipient is required to submit a complete payment request and progress report (PRPR) package at least once per quarter. If no activity was conducted during a quarter, a progress report still must be completed.

No progress to report

In the case where no activity was conducted during a quarter, the recipient only has four steps to complete on the Progress Report form:

1. Identify if the report is final,
2. Enter the same “percent complete” as on the previous report,
3. Enter the words, “No expenditures, no progress this period” under the column titled, ‘Summary of accomplishments for this reporting period’,
4. Save the work.

Completing the progress report form

The recipient must identify each task’s percent complete on each Progress Report form. The column with the title, ‘Percent Complete’, relates to the scope of work for each task, and may or may not align with the percentage of funds spent overall.

The ‘Percent Complete’ is cumulative throughout the agreement period, which means this number should increase with each Progress Report. The only exception is when NO request for reimbursement was made in the same period. Ecology monitors task progress to assure compliance with the terms and conditions of the Agreement.

Standardized reporting units

Standard measurements and conversions to assist the recipient in reporting outcomes are available in the [General Measurement Standards and Reporting Guidelines](#).

Summary of accomplishments for the reporting period

Under the column heading, ‘Summary of accomplishments for this reporting period’, include a narrative that:

- Addresses the outcomes and/or results identified in each task’s scope of work.
- Summarizes the accomplishments in the reporting period.
- Supports the costs itemized in the corresponding Payment Request form.

Outputs or publications

Upload copies of outputs created or published during the reporting period such as outreach materials, newsletter, signage, photos, etc. or any other document that illustrates the work accomplished. The upload feature is found near the bottom of the progress report form.

B. Form D: contractor participation report

The recipient must complete Form D with each quarterly PRPR. Follow the instructions on the form.

If no reimbursement for any contractor expenditures are requested in the quarter, the recipient only has two steps to complete on the Form D,

1. Select “No, this payment request does not include reimbursements for any private sector contractor subcontractor.”
2. Save the work.

C. Statewide vendor registration

Washington State’s Office of Financial Management (OFM) issues all payments and maintains a central vendor file for Washington State agency use to process vendor payments. A recipient must register as a statewide vendor to receive reimbursements. This registration process also allows for direct deposit payments, also known as electronic fund transfers (EFT).

[Complete the registration process online.](#)

For questions about the vendor registration process or setting up direct deposit payments, contact the OFM Payee Help Desk at 360-407-8180 or payeeregistration@ofm.wa.gov

E. Insufficient funds to fulfill terms

Ecology’s ability to make payments is contingent on availability of funding. In the event funding from state sources is withdrawn, reduced, or limited in any way after an Agreement is signed by Ecology, and prior to completion or expiration date of that Agreement, Ecology may need to terminate the Agreement, in whole or part. Ecology may 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 will make a reasonable attempt to provide notification as soon as possible.

Ecology’s policy is to reimburse eligible costs incurred by the recipient through the effective date of termination or suspension of the Agreement. Reimbursed costs are agreed to by Ecology and the recipient. In no event will Ecology’s reimbursement exceed Ecology’s total responsibility under the Agreement and any Amendments.

Appendices

Appendix A. (Related Revised Codes of Washington)

RCW 70.93.180

Waste reduction, recycling, and litter control account—Distribution.

- (1) There is hereby created an account within the state treasury to be known as the waste reduction, recycling, and litter control account. Moneys in the account may be spent only after appropriation. Expenditures from the waste reduction, recycling, and litter control account shall be used as follows:
 - (a) Forty percent to the department of ecology, primarily for use by the departments of ecology, natural resources, revenue, transportation, and corrections, and the parks and recreation commission, for litter collection programs under RCW 70.93.220. The amount to the department of ecology shall also be used for a central coordination function for litter control efforts statewide; to support employment of youth in litter cleanup as intended in RCW 70.93.020, and for litter pick up using other authorized agencies; and for statewide public awareness programs under RCW 70.93.200(7). The amount to the department shall also be used to defray the costs of administering the funding, coordination, and oversight of local government programs for waste reduction, litter control, recycling, and composting so that local governments can apply one hundred percent of their funding to achieving program goals. The amount to the department of revenue shall be used to enforce compliance with the litter tax imposed in chapter 82.19 RCW;
 - (b)(i) Twenty percent to the department for local government funding programs for waste reduction, litter control, recycling activities, and composting activities by cities and counties under RCW 70.93.250, to be administered by the department of ecology;
 - (i) Any unspent funds under (b)(i) of this subsection may be used to create and pay for a matching fund competitive grant program to be used by local governments for the development and implementation of contamination reduction and outreach plans for inclusion in comprehensive solid waste management plans or by local governments and nonprofit organizations for local or statewide education programs designed to help the public with litter control, waste reduction, recycling, and composting of primarily the products taxed under chapter 82.19 RCW. Recipients under this subsection include programs to reduce wasted food and food waste that are designed to achieve the goals established in RCW 70.95.815(1) and that are consistent with the plan developed in RCW 70.95.815(3). Grants must adhere to the following requirements:
 - (A) No grant may exceed sixty thousand dollars;

- (B) Grant recipients shall match the grant funding allocated by the department by an amount equal to twenty-five percent of eligible expenses. A local government's share of these costs may be met by cash or contributed services;
 - (C) The obligation of the department to make grant payments is contingent upon the availability of the amount of money appropriated for this subsection (1)(b);
 - (D) Grants are managed under the guidelines for existing grant programs; and
- (c) Forty percent to the department of ecology to:
- (i) Implement activities under RCW 70.93.200 for waste reduction, recycling, and composting efforts;
 - (ii) Provide technical assistance to local governments and commercial businesses to increase recycling markets and recycling and composting programs primarily for the products taxed under chapter 82.19 RCW designed to educate citizens about waste reduction, litter control, and recyclable and compostable products and programs;
 - (iii) Increase access to waste reduction, composting, and recycling programs, particularly for food packaging and plastic bags and appropriate composting techniques.
 - (iv) For programs to reduce wasted food and food waste that are designed to achieve the goals established in RCW 70.95.815(1) and that are consistent with the plan developed in RCW 70.95.815(3).
- (2) All taxes imposed in RCW 82.19.010 and fines and bail forfeitures collected or received pursuant to this chapter shall be deposited in the waste reduction, recycling, and litter control account and used for the programs under subsection (1) of this section.
- (3) Not less than five percent and no more than ten percent of the amount appropriated into the waste reduction, recycling, and litter control account every biennium shall be reserved for capital needs, including the purchase of vehicles for transporting crews and for collecting litter and solid waste. Capital funds shall be distributed among state agencies and local governments according to the same criteria provided in RCW 70.93.220 for the remainder of the funds, so that the most effective waste reduction, litter control, recycling, and composting programs receive the most funding. The intent of this subsection is to provide funds for the purchase of equipment that will enable the department to account for the greatest return on investment in terms of reaching a zero litter goal.
- (4) Funds in the waste reduction, recycling, and litter control account, collected under chapter 82.19 RCW, must be prioritized for the products identified under RCW 82.19.020 solely for the purposes of recycling, composting, and litter collection, reduction, and control programs.

RCW 82.19.020

Application to certain products.

To accomplish effective litter control within the state and to allocate a portion of the cost of administering this chapter to those industries whose products, including the packages, wrappings, and containers thereof, are reasonably related to the litter problem, the tax imposed in this chapter shall only apply to the value of products or the gross proceeds of sales of products falling into the following categories:

- (1) Food for human or pet consumption.
- (2) Groceries.
- (3) Cigarettes and tobacco products.
- (4) Soft drinks and carbonated waters.
- (5) Beer and other malt beverages.
- (6) Wine.
- (7) Newspapers and magazines.
- (8) Household paper and paper products.
- (9) Glass containers
- (10) Metal containers.
- (11) Plastic or fiber containers made of synthetic material.
- (12) Cleaning agents and toiletries.
- (13) Nondrug drugstore sundry products.

Appendix B. (Application Screening and Evaluation Criteria)

Screening Checklist		
Topic	Evaluation	Required Answer
Application	Was the application submitted on time through EAGL?	Yes
Applicant	Is the applicant either: (1) A local government OR (2) A not-for-profit public interest organization	Yes
Program	Does the program educate the public on litter control, waste reduction, recycling, or composting?	Yes

WRRED Grant Funding Program Guidelines

Evaluation Scorecard			
Category	Number	Criteria	Possible Score
Priorities	1.1	Program's goal is one of the following: - Reduce the contamination of recyclables/organics for composting - Reduce food waste	10
	1.2	Program develops and/or implements contamination reduction and outreach plan (CROP) for inclusion in local government Solid Waste Management plan.	10
	1.3	Project focuses on a population living in poverty with a WTN Environmental Health Disparity index ranking of, 10 = 5 8-9 = 3 0-7 = 0 The index can be found at: https://fortress.wa.gov/doh/wtn/WTNIBL/	5
	1.4	Program focuses primarily on an item(s) taxed under chapter 82.19 RCW.	5
Budget	2.1	Application clearly states how the recipient match will be met.	5
	2.2	Application describes what project costs will be charged to the grant (staff time, overhead, mailings, etc.).	5
Scope of Work	3.1	Recipient is ready to immediately proceed with the program. Yes = 5 No (Need to hire contractor, develop material, etc.) = 0	5
	3.2	Application clearly describes the issue.	5
	3.3	Application clearly describes the work to be conducted and the target audience.	5
	3.4	Application clearly describes the desired outcome.	5
	3.5	Application includes measurable outputs.	5
Other	4.1	Applicant provides letters of contribution for the project from other organizations = 5	5
		Applicant provides general letters of support for the project from stakeholders = 3 No letters provided = 0	
Total			70

Appendix C. (Terms and Conditions)

Special Terms and Conditions

The RECIPIENT must communicate in the Progress Reports any delays likely to last longer than three months and deviations from the spending plan of more than \$5,000.

ECOLOGY reserves the right to terminate the Agreement based on non-performance, including but not limited to spending delays longer than six consecutive months as compared to the spending plan.

The RECIPIENT's past performance, including but not limited to timely and accurate PRPRs, completing deliverables, and spending the agreement budget prior to end of the biennium, may be used in evaluating future Waste Reduction and Recycling Education grant applications.

General Terms and Conditions

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. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts 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:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing 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 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 archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at 360-586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

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

5. 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.

6. 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 Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at 360-407-8180 or email payeehelpdesk@watech.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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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"; and (f) the General Terms and Conditions.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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, and 100% post-consumer recycled paper.

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

27. 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/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. 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.

28. 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.

29. 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.