Drought Response

Application Instructions and Managing your Grant in EAGL

2023-2025 Biennium

For the

Water Resources Program

Washington State Department of Ecology

Olympia, Washington

July 2023, Publication 23-11-010

DEPARTMENT OF
ECOLOGY
State of Washington

Publication Information

Contact Information

ADA Accessibility

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[1] www.ecology.wa.gov/contact

Department of Ecology's Regional Offices

Map of Counties Served

| Southwest Region 360-407-6300 | Northwest Region 206-594-0000 | Central Region 509-575-2490 | Eastern Region 509-329-3400 |

Region	Counties served	Mailing Address	Phone
Southwest	Clallam, Clark, Cowlitz, Grays Harbor, Jefferson, Mason, Lewis, Pacific, Pierce, Skamania, Thurston, Wahkiakum	PO Box 47775 Olympia, WA 98504	360-407-6300
Northwest	Island, King, Kitsap, San Juan, Skagit, Snohomish, Whatcom	PO Box 330316 Shoreline, WA 98133	206-594-0000
Central	Benton, Chelan, Douglas, Kittitas, Klickitat, Okanogan, Yakima	1250 W Alder St Union Gap, WA 98903	509-575-2490
Eastern	Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman	4601 N Monroe Spokane, WA 99205	509-329-3400
Headquarters	Across Washington	PO Box 46700 Olympia, WA 98504	360-407-6000

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Chapter 1: Getting Started with EAGL

Before you apply

Register for SAW account and EAGL access

Three requirements are needed before you can apply for a grant or loan through Ecology's Administration of Grants and Loans (EAGL) web-based system:

Register for an account with Secure Access Washington (SAW).

Register to use EAGL.

Be assigned the correct role in EAGL to be able to view available opportunities and apply for a grant or loan. Only applicants in the role of "Authorized Official" may view opportunities and submit applications in EAGL.

This guidance is intended for users who have their SAW account, EAGL access, and the correct system role to apply.

If you don't yet have a SAW account or EAGL access

Visit our Grants & Loans webpage for instructions, including a how-to video for SAW: https://ecology.wa.gov/About-us/How-we-operate/Grants-loans#Apply

Once you are validated as a new user by Ecology's EAGL staff, you'll have access to EAGL. Please note that it may take up to three business days for Ecology to approve your user request.

Additional grant and loan guidance

- ***Drought Response Guidelines for the 2023–25 Biennium*** describes the policy expectations when applying for grants, meeting Water Resource Program's requirements, and managing funded projects. The guidance is specific to Drought Response Grants.

  https://apps.ecology.wa.gov/publications/SummaryPages/2311009.html

EAGL External Users' Manual (2017) offers guidance for tasks such as submitting payment requests and equipment purchase reports, requesting amendments, etc. https://apps.ecology.wa.gov/publications/SummaryPages/1701015.html

Important tips for navigating EAGL

Before starting your application, please read the following tips to help you navigate the EAGL system.

1. **All users must have a SAW account and EAGL access.** When you assign staff as contacts on agreements, they must already have these accounts. If someone does not have authorization to be in EAGL, they cannot have a role assigned in the system.

2. **Do not share SAW accounts to access EAGL.** Do not change EAGL account names to give a new user an existing account.

3. To find an application you have already started:

   From your EAGL homepage, select **My Applications** in menu bar at top. You don't need to enter search criteria—select the **Search** button to see a list of your organization's applications/agreements. If you know your application number, copy it into *Application Name* field and select **Search** again. Find more details in Chapter 2 or contact you're the Contract and Grant planner in Chapter 6: EAGL Guidance if you need help finding an application already in progress.

4. **Familiarize yourself with the *EAGL External Users' Manual (User Manual).*** It has additional step-by-step instructions, important system requirements, and tips for navigating EAGL. It's available in two locations:

   a. Ecology's website:
      https://fortress.wa.gov/ecy/publications/SummaryPages/1701015.html

   b. EAGL's **Welcome Page** under **My Training Materials.** See screenshot below.

Screenshot 1: Navigate to the EAGL External Users' Manual (also called the User Manual) by clicking the "My Training Materials" link on the EAGL homepage.

c. **Use the** _EAGL External Users' Manual_[2] **(also known as the User Manual) to familiarize yourself with how EAGL roles are assigned at the Organization and Document levels.** Only those in the Authorized Official Role can view available funding opportunities and initiate and submit a grant application.

    i. Authorized Officials can change role assignments at the organization or document level. Roles set at the organization level serve as the user's default role for newly initiated applications. For more information about roles, see EAGL Role Permissions Overview (p. 27) and Comprehensive Role Matrix (p. 105) in the _EAGL External Users' Manual_[2].

5. **Open EAGL using one of these modern web browsers:** Mozilla Firefox, Safari, Edge Chromium, or Google Chrome. Do not use Internet Explorer.

6. Save frequently! For network security purposes, both SAW and EAGL systems have timeout features based on inactivity. Remember to SAVE often.

    a. When SAW times out due to inactivity, data entered to that point should not be lost. You will be prompted to re-enter your User Name and Password.

    b. When EAGL times out due to inactivity, unsaved data will be lost. Frequently save your work using the SAVE button located in the top right of each application form. Once your work is saved, you can exit EAGL, then re-open your application and pick up where you left off.

7. **Check spelling**. Please be sure to check for typos and grammar before submitting your application that spellcheck may not detect. Pay particular attention to email addresses.

8. **Remove formatting before copying and pasting your text into EAGL**. The EAGL system does not easily read special characters or formatted text. For best results, type directly into the textboxes or cut and paste your text from Notepad or a Word document (saved as plain text) into the application's textboxes.

9. **Red asterisk** (*). This indicates that the field is required. Applications cannot be submitted if any required fields are left blank. The system will give you an error notice—at top of the page in orange font—if you save or try to submit an application with errors or missing fields of information.

10. **Question mark icon.** This symbol indicates more information is available. Hovering over it displays instructions, such as "Refer to Funding Guidelines".

11. **Global errors icon.** A hand on orange stop sign next to a form indicates an error. After you have filled out each Application Form _in order_, we recommend running the **Check Global Errors** command. The button is located at the top right on each application form. See screenshots below.

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[2] https://apps.ecology.wa.gov/publications/SummaryPages/1701015.html

a. If you do get global errors, go to the form in the error message, edit it, and re-save each of the forms in the order they are listed in the Error Message. The message will provide links to the forms that need to be fixed. Sometimes you may simply need to visit a form to clear the error message.

Screenshot 2: Run the "Check Global Errors" command each time you complete a form.

Screenshot 3: If EAGL finds an error when you run "Check Global Errors," a message will direct you to which field needs to be corrected.

Chapter 2: Beginning an EAGL Application

Locating the Water Resource Drought Response funding opportunity

On the **Welcome Page,** Authorized Officials can find the initiated grant application by selecting "**View Opportunities**". See screenshot.
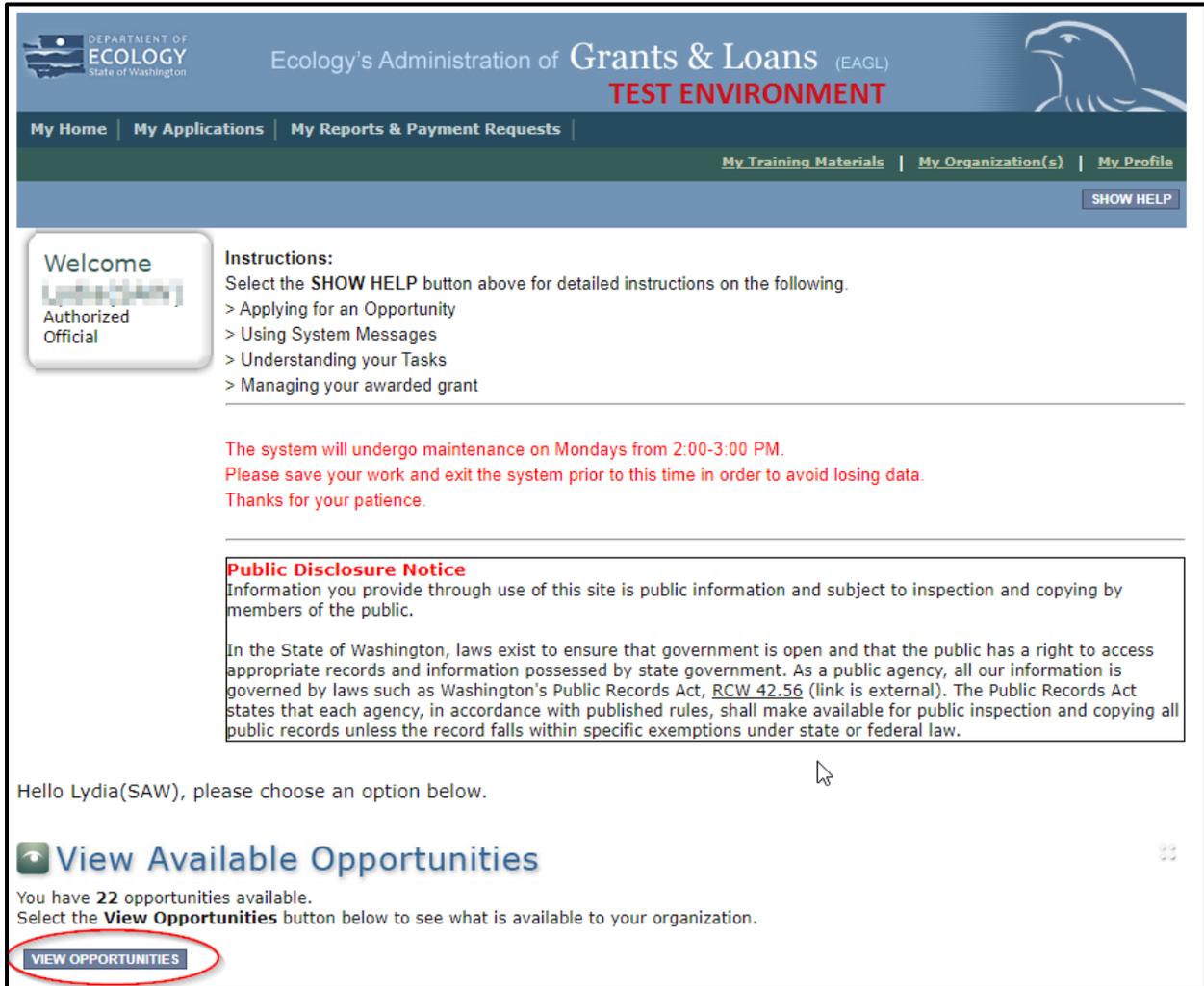
Screenshot 4: Click the "View Opportunities" button to find grant opportunities available to your organization.

If you do not see "View Available Opportunities", you likely have a system role that doesn't allow you to start or submit applications. An Authorized Official in your organization must perform these actions. Any Authorized Official in your organization may change the roles for

other members of your organization. You can also contact a grant manager for help modifying your role so that you can view and apply for grant opportunities in EAGL.

Applying for the Drought Response funding Opportunity

After selecting the View Opportunities button, **My Opportunities** page will load. This allows you to search for the grant opportunity to apply for.

In the **Document Instance** search bar, type *Water Resources Drought Response,* the select the **Filter** button.
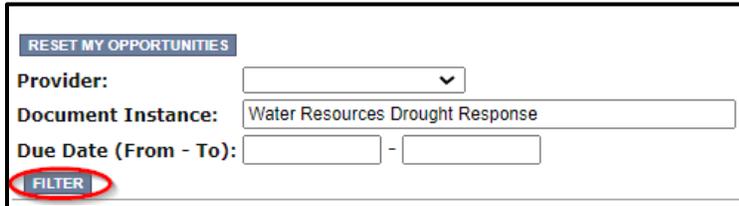
Screenshot 5: Search for Water Resources Drought Response on the "My Opportunities" page.

The Water Resources Drought Response 2023-25 Biennium application should appear. If you meet the eligibility requirements outlined in the guidelines, click the **Apply Now** button.

Please hit "Apply" button only once for each application. The system automatically limits each organization to two applications to avoid the accidental creation of unintentional applications. If you need to submit more than two applications on behalf of your organization, please contact the Ecology Contract and Grant Planner (see Chapter 6: EAGL Guidance of this document). They can approve additional applications for you.

Application Menu

You have now entered the Application process. The system automatically assigned you a **Document Information Number.** *It is important to write this number down*—it becomes your **Grant Application Number** and will show up on each of your application forms. If you receive funding, this will be the **Grant Agreement Number** throughout the life cycle of your grant.

From the Application Menu, you can also view your role, and the current status of the application or grant. In the screenshot below, the person's role is **Authorized Official,** and the grant's current status is **Application In Process.**

Reminder: Always know your role and the document's current status. These determine the work that can be done and can help us troubleshoot problems for you.

To complete the application from the **Application Menu,** click **View, Edit and Complete Forms**. Select **View Forms** button. See screenshot below.

Screenshot 6: Finish your application by clicking the "View Forms" button on the Application Menu page.

This takes you to the **Application Menu-Forms** screen below. Click on each form in the list and fill out the required fields. Save often as you work!

Screenshot 7: The Application Menu of Forms displays a list of guidelines to reference and forms to complete.

Returning to an application already in progress

As mentioned in Chapter 1, you can return to your application at any time. Before quitting your session, remember to click the **Save** button in the header and exit your browser. When you're ready to begin working on your application, sign into your **SAW** account and access **EAGL**.

From here, you have two options for finding an application that is already underway:

"My Application" option:

On your EAGL homepage, select **My Applications** from the menu bar on the top ribbon. See screenshot.

Screenshot 8: "My Applications" link on EAGL's welcome page is one way to navigate to an application already in progress.

This brings you to the search criteria for **My Applications**. The easiest method is clicking the **Search** button to list every agreement for your organization. If this is not a large list, it's the quickest way to find a grant application in progress. If this is a large list, you may want to add additional search criteria. See screenshots below.

For example, under **Search Criteria**, select the application type under **Application Types**. In this case, select Water Resources Drought Response: 2325 from the drop-down menu, then click the **Search** button.

Your agreement should be listed under the Search Results.

Screenshot 9: Add search criteria on the "My Applications" page to narrow your list when looking for applications that are in progress or already submitted.

> **FYI:** From thus page, you can view everyone who has an EAGL account for your organization by clicking your organization's name under **Organization** and selecting **Organization Members.**

In the **Results** under the **Name** column, select the **Application's document number**.

Screenshot 10: The search results will display your organization's application document number.

This takes you to the **Application Menu.** Under **View, Edit, and Complete Forms**, click **View Forms** button to continue filling in the application.

"My Tasks" option:

If you are in the role of "Authorized Official" and your application is still in process (and has not been submitted) you can access your application through **My Tasks** on your EAGL homepage. Once you open your task list, a list of your applications will appear. Select your Application document number under the **Name** column.

Screenshot 5: "My Tasks" link on the EAGL homepage is another way Authorized Officials can navigate to an application already in progress.

Chapter 3: Navigating the Application Forms

This chapter describes the forms found on the **Application Menu-Forms** page and instructions for filling them out.

If you get lost at any time navigating the various EAGL forms, select your **Document Information Number**.
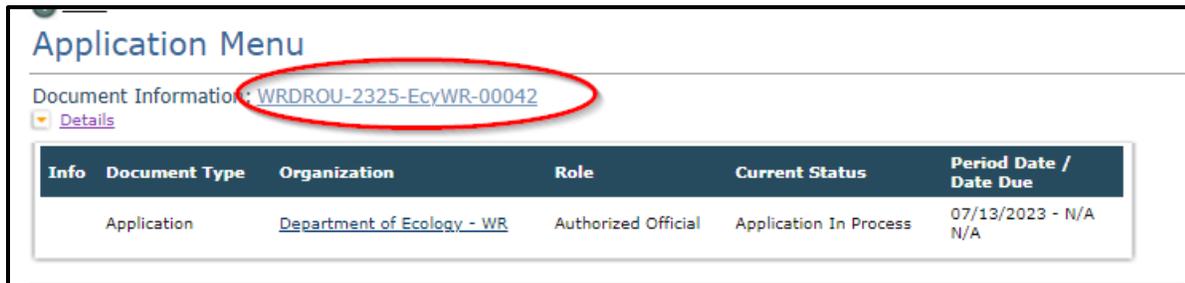
Screenshot 6: Clicking the Document Information Number at any time gives you options for navigating your application.

This brings you to the **Application Menu.** Select **View Forms** under **View, Edit, and Complete Forms** to return to the **Application Menu-Forms** screen where all the forms are located. Remember to **SAVE** each form before moving to the next one. See screenshots below.
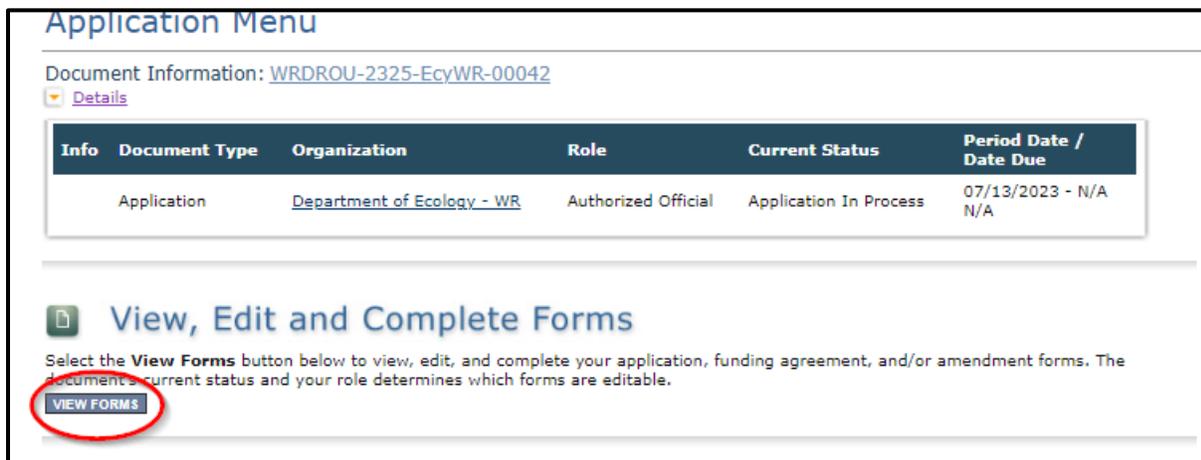
Screenshot 7: Find your application's list of forms by clicking "View Forms" in the Application Menu.

Application Menu - Forms
Please complete all required forms below.

Document Information: WRDROU-2325-EcyWR-00042
▶ Details

Forms

Status	Page Name	Note	Created By	Last Modified By
Funding Program Guidelines				
🔴	2325 Water Resources Drought Assistance Guidelines			
🔴	2325 Water Resources Drought Assistance Instructions			
🔴	1923 Water Resources Drought Assistance Instructions			
🔴	1923 Water Resources Drought Assistance Guidelines			
Application Forms				
🟠	General Information			
📄	Project Characterization			
📝	Mapping Information			
📄	Recipient Contacts			
📑	Scope of Work - Additional Tasks (2)			
🟠	Scope of Work Summary			
📄	Drought Relief			
📝	Budget Proposal			
📄	Uploads			

Screenshot 8: "Application Menu for Forms" page displays the list of all forms to complete for your application.

As you begin filling out your application, here are some important things to keep in mind:

- **SAVE** regularly.

- EAGL does not support formatted text (bold, italics, underlining, symbols, etc.) It's recommended that you type up your answers in Notepad or Word first. Save your work as Plain Text, then "cut and paste" it into the EAGL text box. The text boxes have a character limit shown at the bottom.

- Spell Check. Double check for typos and grammar prior to submitting documents. The system is not a word processor and does not have a spell checker. However, most browsers now have a spellcheck function which should work with EAGL.

- Public Disclosure. You will notice that all pages in EAGL have a statement regarding public disclosure. Information you provide through use of this site is public information and subject to inspection and copying by members of the public.

- A red asterisk * indicates that the field is required. Applications may not be submitted if information is missing from required fields.

- To see all errors, select **Check Global Errors**. We recommend that before you leave a page you routinely run the **Check Global Errors** command.

General Information (form)

The **General Information** form is the first form you'll see on the **Application Menu-Forms** page.

Enter the following information:

- **Project Title**

- **Project Short Description**: This section should briefly address "who, what, where, when, and why." This will ultimately be the description that is on the EAGL Map Project Details and will be visible to the public.

- **Project Long Description**: Please go into detail regarding your project. If there are multiple tasks that are not related, include a separate paragraph for each task. Specifically address the project, who is the responsible agency, where it is located, why the project is important and when it will be completed. We recommend NOT using all 4,000 characters when creating the original agreement. If an amendment is needed, additional characters may be required to add to the Project Long Description.

- **Total Cost:** Enter the total project cost.

- **Total Eligible Cost:** The department will provide no more than $750,000 to any single entity or any single project with funding authorized under this chapter.

- **Effective Date**: The date of the emergency drought declaration.

- **Expiration Date**: The last date expenditures may be incurred. Recipients are to submit the **Closeout Report** within 30 dates of the expiration of the agreement.

- Project Category:
    - Choose one of the following: Public Health and Safety, Domestic, Commercial, Industrial, Agricultural Environmental.

  Will Environmental Monitoring Data be collected? Choose yes or no from the drop-down menu. If you will perform any monitoring or sampling and analysis at the site, select "yes." Please contact your Ecology Project Manager (see Chapter 6: EAGL Guidance) for specific instructions, a task may be included for a **Quality Assurance Project Plan.**

- **Overall Goal:** Provide a brief summary of the outcomes expected, the overall goal, and environmental benefits. This will be the goal that is displayed on the EAGL Map Project Details, visible to the public.

The **SAVE** button is located at the top of each forms page. After saving your page, an icon (see below) will display indicating your information was saved. Error messages, if any, will appear at the top left of the form after you save the page.
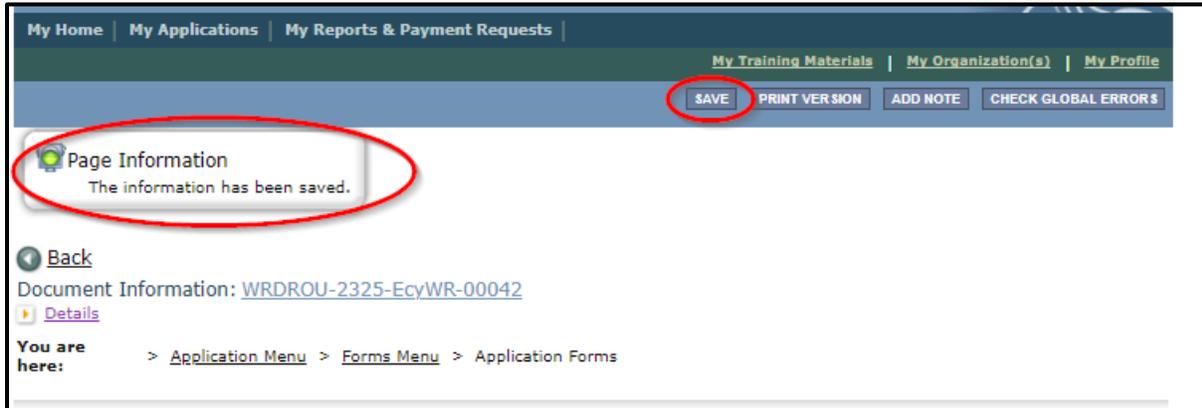
Screenshot 9: EAGL displays a message letting you know when your information was successfully saved.

How to navigate the Application Forms:

Select the **Forms Menu** link (at top of each form) and choose the next form that you would like to work on. These links are the best way to navigate EAGL. If you don't see the Application Menu and Forms Menu links, click the Details (purple) link to display them. See screenshot below.
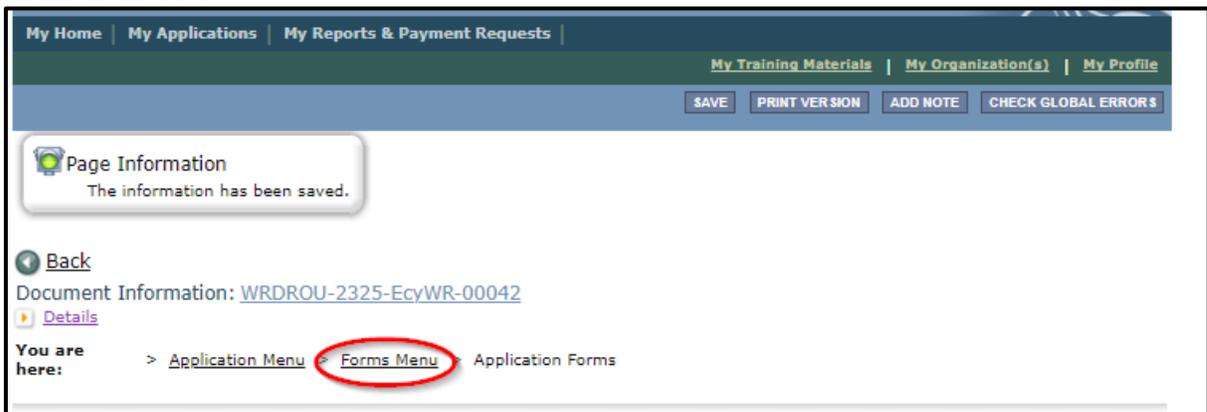
Screenshot 10: Selecting the link called Forms Menu is the best way to navigate forms in EAGL.

Project Characterization (form)

Use the drop-down menu to select primary and secondary themes that associate the project type on the statewide map of Ecology's grants and loans (https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/EAGL-map). This interactive public map displays information on projects funded through grants or loans during a grant's life cycle and after it is closed.

Enter the following information:

- **Primary Theme:** Select Water Supply

- **Secondary Theme:** Select Drought

- **Project Website:** Enter your project's website address, if available.

Select **Save** before navigating to the next form.

Mapping Information (form)

NOTE: EAGL allows only one person at a time to check out and edit the map. The person who has the map checked out appears above **Add/Modify Location(s)** button. If you need access to the map that someone else has checked out, please contact the individual from your organization to have them check it back in or a grant manager can request an override if the individual is out of the office. Check the map back in by selecting **Save** on the **Mapping Information** form.
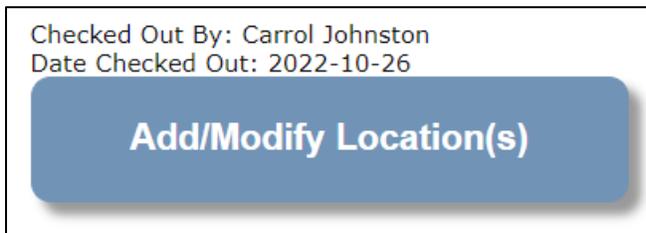
Screenshot 11: If the EAGL map is checked out, contact the individual or the Ecology Contract and Grant Planner.

To check out the **EAGL Editor Map**, select the blue box called **Add/Modify Location(s)** on the **Mapping Information** form.

Select **Project Area Options** located under the project Site Name. This displays a set of checkboxes to help with entering the project's boundary. Choose one option to fill in. See screenshot.

Screenshot 12: Define your project's boundary using the city, previous EAGL project agreement number, WRIA, County or by using the Drawing/Import Tools.

Select option: **City**. The applicant can choose the **City** that the project falls under.

Select option: **EAGL Project**. The applicant can enter the **Agreement Number** of a project that was previously funded under another grant.

Select option: **WRIA**. The applicant can choose the **Water Resource Inventory Area** (WRIA) that the project falls under.

Select option: **County**. The applicant can choose the **County** that the project falls under.

Or select option: **Drawing/Import Tools**. The applicant will be able to upload a GIS map of the project area. To import the shape file, select import shape file, upload a GIS shape file of the project area. Additional Mapping instructions are available in **My Training Materials**, **Map Instructions (Recipient)** in the blue ribbon at the top of each page in EAGL.

Depending on which option you select, one of the following fields will appear. Enter the necessary information. Select **Add**. When finished, select **Next**.

It will take a few moments for the **Project Location Summary** to calculate. **Review** the populated information for your project area. Select **Save** and you will return to the **Mapping Information** form.

> **IMPORTANT:** Check in the map when you're done. Select **Save** at the top of the **Mapping Information** form to check it in. To ensure that your save was successful, look for the icon and message, "Page Information, the information has been saved" at the top of the page.
>
> Before you submit your application, you must check Mapping Information, choose a project area, and check in the map form **before** you change your application's status to **Submitted**.

Recipient Contacts (form)

Staff listed on this form must be Recipient employees and cannot be consultants or contractors. The following staff contacts must be identified and have a **Secure Access Washington** and **EAGL** user account to appear in the drop-down menu. These three recipient contacts will be the points of contact during the administration of the grant project. Typically, these are individuals in your organization who have the system role of **Authorized Official** or **Reader**.

- **Project Manager (EAGL functionality role):** The person responsible for the overall project and for completing quarterly progress reports.

- **Billing Contact (EAGL functionality role)**: The person responsible for completing and submitting payment requests and associated back-up documentation.

- **Authorized Signatory:** The person who legally authorizes an agreement with Ecology. This may be a mayor, department or program director, or chair of a board of commissioners.

    o The **Authorized Signatory** will be the first name shown on the signature page.

    o Consider assigning them the role of **Reader.** The **Reader** role will not receive the EAGL system-generated emails throughout the lifecycle of the grant.

        o See page *i* of the *[EAGL Users' Manual's Appendix 1: Quick Steps for EAGL Processes](#)* for Managing Roles at the Organization Level or Managing Roles at the Document Level.

        o Contractors cannot be assigned the role of **Authorized Official** to maintain proper internal controls related to account and payment request submittal. Assign them the role of **Writer** if you want to allow them to assist in filling out the application or payment requests and progress reports.

If there are additional individuals who need to be signatory to the agreement such as legal staff or a city council member, their name and title should be added to the **Other recipient signatories on printed agreement** matrix found at the bottom of the page**. Save** after each entry and EAGL will create a new line.

These additional signatories do not need a SAW or EAGL account. Staff listed on this form can be changed later *if* the Application is selected for funding.

Screenshot 13: In EAGL's table for other signatures, add people who should be signatory to the agreement, such as a legal staff person or a city council member.

If you need a special signatory page for your organization, please inform your Ecology grant manager.

Be sure to keep this contact list up to date; you can change it at any time during the grant's life cycle. Ecology uses this contact information to distribute important information to your organization.

If a staff member leaves your organization put an end date in the date section next to their name. **Do not uncheck their box** under **Access Management Tools-Add/Edit People** at both the agreement level and document level. Doing so will undo the work they have done on all agreements and is problematic in EAGL and for auditing.

> **FYI:** Each organization should have at least two Authorized Officials to have a backup in case of staff turnover or unavailability.
>
> An organization's **Authorized Official** in EAGL may change other user's role within their organization.

Scope of Work-Additional Tasks (form)

You will need to create a **Task form** for each **Task** you have identified in your EAGL Word Application.

- **Task Number**: Will be assigned by EAGL. Tasks should be in sequential order when possible.

Fill out:

- Task Title

- Task Cost

- **Task Description (3,500 characters):** This should be a well-developed description of your task, specifically address who, what, when, where and why. Please avoid the use of jargon. A single sentence is not adequate.

- **Task Goal Statement (1,500 characters):** What is the objective of this task? Why is this task required?

- **Task Expected Outcomes (1,500 characters):** What defines successful completion of this task (a quantitative and measurable change as a result of doing the task)? Example: Obtain final design of new canal.

- **Recipient Task Coordinator:** The person that can be contacted to answer questions about the Task.

- **Deliverables:** Include deliverable and date to be submitted. The date to be submitted can be the agreement end date, if appropriate.

Select **SAVE** in the upper right-hand corner to save the information you just entered and to create a new Additional Task Form for the next task.

Scope of Work Summary (form)

Visit this form, review.

Select **SAVE** in the upper right-hand corner to save to verify that you have reviewed this page.

Drought Relief (form)

- Select the Applicant Category: **Public Entity**

- Provide the water right or well identification number(s) and proposed purpose(s) of use for the proposed place.

  Enter the Water Right or Well ID on the left, Purpose(s) of use on the right.

  Additional lines will drop when you hit save in the upper right-hand corner.

- Enter the Water Right Holder Name (if other than applicant).

- Enter their Mailing Address.

- Please describe how your project addresses hardship caused by drought conditions and how they are negatively affecting the delivery of safe and reliable drinking water supplies, the survival of fish and wildlife, the viability of agricultural activities and/or livestock operations during this drought declaration. **See section 5.A. Impacts and Benefits of the Emergency Drought Relief Funding Guidelines for more information** (8,000 characters). Enter your response in the corresponding text box.

- Describe the project location, including the WRIA and upload a map, drawing or engineering design of the project, project area map(s), and other relevant schematics (1,000 characters). Enter your response in the corresponding text box.

  o There is a space to Upload Description. Select Choose File. This will allow you to find the document you would like to upload.

- Is the project area or water source in an area currently under drought declaration? Choose the appropriate radio button.

- Does this project cover irrigation of new lands, restoration or enhancement of the fisheries resource, or a new water use? Choose the appropriate radio button.

- Does the project proponent own the land where the project would occur if funded? If no, describe how the proponent will be able to get permission to enter the project site. Enter your response in the corresponding text box.

- Describe this project's Readiness to proceed. Please include anticipated start and finish dates for this project. Enter your response in the corresponding text box.

- Describe the amount and source of funding for cost-share for this project. Enter your response in the corresponding text box.

- Upload any additional supporting documentation, if applicable. Write an upload description and select choose file to upload the corresponding document. Hitting save in the upper right-hand corner will create a new line for another upload.

  - For more information about the file types and sizes accepted by EAGL, see p. 17 of the *EAGL External Users' Manual*.

Budget Proposal Form (form)

Please fill out both tables completely (screenshot below) and upload an itemized list of all **Equipment** and **Goods and Services**. The by task line items should equal to the task total you indicated on the Scope of Work forms. The by element total *must* equal the grant total.

BUDGET PROPOSAL

Instructions:
Please fill in the appropriate fields.
Required fields are marked with an *.
When done, click the **SAVE** button.

If you have added or made any changes to the Scope of Work before visiting this form, please save the Scope of Work Summary form prior to updating this form.

Public Disclosure Notice
Information you provide through use of this site is public information and subject to inspection and copying by members of the public.

In the State of Washington, laws exist to ensure that government is open and that the public has a right to access appropriate records and information possessed by state government. As a public agency, all our information is governed by laws such as Washington's Public Records Act, RCW 42.56 (link is external). The Public Records Act states that each agency, in accordance with published rules, shall make available for public inspection and copying all public records unless the record falls within specific exemptions under state or federal law.

Estimate your proposal's total budget needs by task and by element.

Total Eligible Costs (from General Information form)
$30,000.00

By Task

Task Title	Task Cost	*Amount	Total
A	$10,000.00		
B	$20,000.00		
Total	$30,000.00	$0	$0

Screenshot 14: Identify by task the grant-funded activities.

By Task

Task Title	Task Cost	*Amount	Total
A	$10,000.00		
B	$20,000.00		
Total	$30,000.00	$0	$0

By Element

Element	*Amount	Total
Salaries [1]		$0
Benefits [1]		$0
Salaries and Benefits Combined [1]		$0
Contracts		$0
Travel		$0
Equipment [2]		$0
Goods/services [3]		$0
Overhead [4]		$0
Total	$0	$0

If you receive a grant, you are responsible for procuring professional, personal, or other services using sound business judgment and good administrative procedures consistent with applicable state, and local laws, orders, regulations, and permits. This includes issuance of invitation of bids, requests for proposals, selection of contractors, award of sub-agreements, and other related procurement matters.

1 Fill in either the "Salaries" field and the "Benefits" field or fill in the "Salaries and Benefits Combined" field

2 Upload an itemized list of all equipment, its cost, and explain why the equipment is needed. Equipment is defined as tangible personal property with a useful life of more than one year and an acquisition cost of more than $5,000 per functional unit or system. Equipment will be tracked on the Equipment Purchase Report in EAGL.

3 Upload an itemized list of all Goods and Services

4 Overhead cannot exceed the rate identified in the Ecology publication. Administrative Requirements for the Recipients of Ecology Grants and Loans Managed in EAGL, current version.

Upload Documents
Click the Browse button
Select your file
Click Save, your file will appear in the List of uploaded documents
Repeat for each file
To Delete a file, select the Delete checkbox next to the file and click SAVE

[Choose File] No file chosen

Additional Comments

0 of 2000

Screenshot 15: Identify by element the grant-funded activities. This should total the grant total.

Uploads (form)

You may attach any relevant supporting documents such as:

- Maps, aerial photos, and other graphics that clarify the proposed location and/or help to illustrate the project's purpose or tasks.

- Evidence of support and coordination with relevant stakeholders including local governments and tribal governments.

- Project schedule, cost estimates, and task budgets that demonstrate how the project will be completed on time and within budget.

For each attachment, enter the document title and select the **Browse** button to attach the file. For more information about the file types and sizes accepted by EAGL, see p. 17 of the *EAGL External Users' Manual*.

If all three rows are used, a new row will appear after selecting **Save**.

After adding items and selecting **Save**, a **Delete** checkbox will appear next to the completed rows. If something was added in error, check the **Delete** box and select **Save** to remove.

Do not upload large documents that are already available online; instead, provide a web link and the document page number that is relevant to your project. Any materials related to criteria for evaluation should be uploaded in the **Uploads form**.

If you are awarded a grant, you will use the Upload Form to:

- Upload all deliverables and identify with the task name and number (e.g., Del 2.1, 2.2, etc.)
    - Give all uploaded files a descriptive title that makes is easy to identify.
        - Invoice related documents should be uploaded in the **payment request** section. Progress report related documents should be uploaded in the **progress report**.

Chapter 4: Submitting Your Application

Once you have completed all forms and fields, you are ready to move on to submitting your application.

Before leaving the **Application Menu-Forms** page, double check the icons next to each of your forms:

- Remember to Check Global Errors.

- If you have a **Global Error icon** 🛑 go back to the form, edit, and re-save it.

To submit your application:

1. Click on the Document Information number to navigate back to the Application Menu.

2. Select View Status Options located under Change the Status heading.
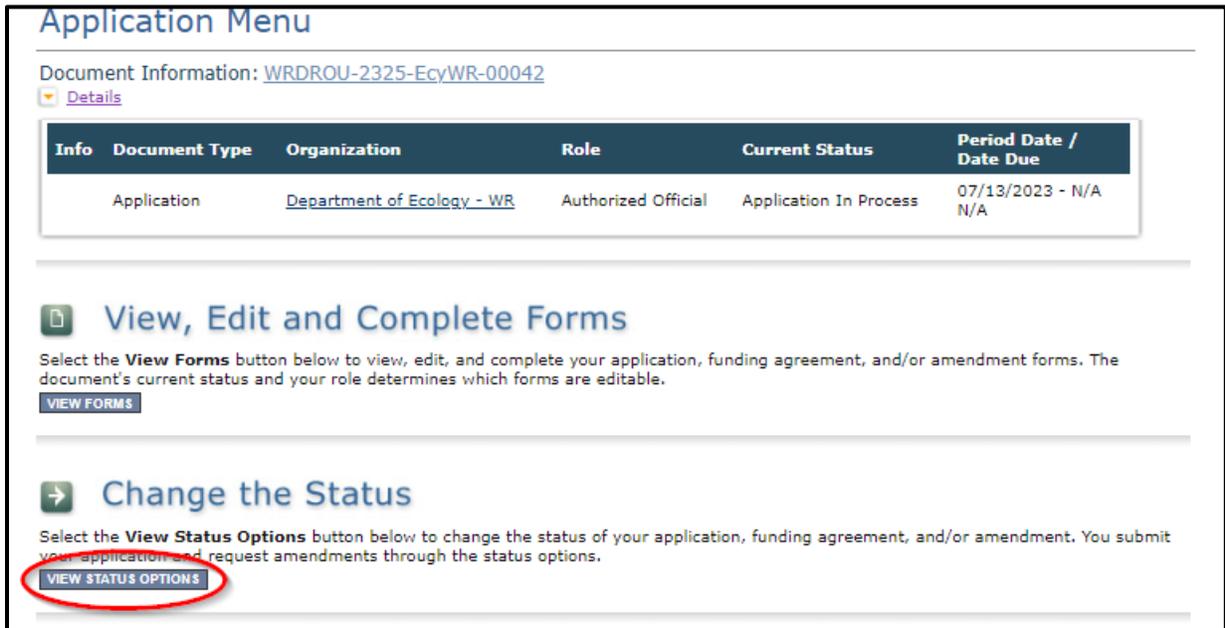
Screenshot 16: Change your application's status to "Application Submitted" from the Application Menu.

3. There will be two Possible Statuses: Application Submitted and Application Cancelled. Select Apply Status under Application Submitted.

IMPORTANT: If you accidently cancel your application instead of submitting, immediately contact the Ecology Contract and Grant Planner in Chapter 6: EAGL Guidance to help you correct it.

4. On the **Agreement** page, you will be provided a text box if you would like to include any comments. You be given the choice of two buttons:

   a. **I agree:** This allows you to submit your application. You will receive a system generated email.

   b. **I Do Not Agree:** This means your application will not be submitted.

Agreement
Please make a selection below to continue.

By selecting the "I Agree" button below, I attest that I am a duly authorized representative of the Applicant, and have been authorized by Applicant to submit this application. I certify that the information submitted here within is true and correct to the best of my knowledge and belief.

If you would like to include notes about this status change, please supply them below.

```
                                                              ∧
                                                              ∨
```
0 of 2000

`I AGREE` `I DO NOT AGREE`

Screenshot 17: You'll have an opportunity to provide additional notes about this status change on your application's Agreement page.

Info	Document Type	Organization	Role	Current Status	Period Date / Date Due
🔲	Application	Department of Ecology - WR	Authorized Official	Application Submitted	10/14/2022 - 12/31/2022 12/31/2022 12:00PM PST

5. If you selected **I Agree**, CONGRATULATIONS**!** Your application has been successfully submitted. The current status of your **grant application** will now display as **Application Submitted.**

Screenshot 18: The grant application's status changes to "submitted" when the process is complete.

Once your application has been submitted, it will be reviewed. You will be notified via letter of the funding decision.

Chapter 5: Payment Request/Progress Reports (PRPRs)

Payment Requests/Progress Reports (PRPRs) are required quarterly even if no expenses are billed. The link provided is a YouTube video on How to submit a Payment Request/Progress Report EAGL.

[How to submit a payment request or progress report for grants and loans - YouTube](#)[3]

When doing a Payment Request/Progress Report (PRPR) or other special form, please only hit the enter button once for each document you need. Each time a new document is created, it cannot be deleted. Be sure to jot down the document number, so you can find it easily when you return.

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[3] https://www.youtube.com/watch?v=Lbl7gzh6pgA

Chapter 6: EAGL Guidance

For additional EAGL resources, please visit Ecology's Grants & Loans Guidance and forms at https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Grant-loan-guidance. Scrolling down through the page you will find information on QAPP's, Statewide Vendor Number registration, additional forms that may be needed for your payment request, and EAGL's Public Map.

Questions about your application

If you have questions about project eligibility or scope of work, please contact:

Harrison Lee
Drought Project Planner
Water Resources Program
Harrison.Lee@ecy.wa.gov

If you need assistance with EAGL, please contact:

Shanyese Trujillo
Contract & Grant Planner
Water Resources Program/OCR
Shanyese.Trujillo@ecy.wa.gov

Appendix A. EAGL Application Summary Instructions

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
07/01/2023 Version

1.   ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL
Edition." (https://apps.ecology.wa.gov/publications/SummaryPages/2301002.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2.   AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3.   ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4.   ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:
• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5.   ASSIGNMENT

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

6.   COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7.   COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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

8.   COMPLIANCE WITH ALL LAWS

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

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

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

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

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

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

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

9.   CONFLICT OF INTEREST

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

10.   CONTRACTING FOR GOODS AND SERVICES

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

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

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

11.   DISPUTES

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

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

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

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

d) ECOLOGY reviews the RECIPIENT's appeal.

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

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12.   ENVIRONMENTAL DATA STANDARDS

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

• Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

• Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

• Submit the QAPP to ECOLOGY for review and approval before the start of the work.

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

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

13.   GOVERNING LAW

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

14.   INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15.   INDEPENDENT STATUS

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

16.   KICKBACKS

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

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

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

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

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

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

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

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

18.   ORDER OF PRECEDENCE

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

19.   PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the

RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

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

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

20.   PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

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

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21.   PROPERTY RIGHTS

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

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and

personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22.   RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

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

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

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

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

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

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

23.   RECOVERY OF FUNDS

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

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

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

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

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

24.   SEVERABILITY

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

25.   STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

27. SUSTAINABLE PRACTICES

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

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

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

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

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

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

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled

to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29.   THIRD PARTY BENEFICIARY

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

30.   WAIVER

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