



DEPARTMENT OF
ECOLOGY
State of Washington

WA State Department of Ecology

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Agreement No. W2RLSWFA-1719-ClaCPW-00103

402-18-001

WASTE 2 RESOURCES LOCAL SOLID WASTE FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CLALLAM COUNTY PUBLIC WORKS

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

GENERAL INFORMATION

Project Title:	2017-19 LSWFA Clallam County PW IMP
Total Cost:	\$80,000.00
Total Eligible Cost:	\$57,332.85
Ecology Share:	\$42,999.64
Recipient Share:	\$14,333.21
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Planning/Implementation

Project Short Description:

Clallam County Public Works will spend \$57,332.85 to implement programs to serve an expected 1,000 residents and 35 businesses resulting in the recovery of 15 tons of surplus edible food used to feed people in need, 14 tons of material recycled, and 2 tons of material reused.

Project Long Description:

N/A

Overall Goal:

Provide regional solutions and intergovernmental cooperation; prevent or minimize environmental contamination through planning and project implementation; and comply with state and local solid and hazardous waste management plans and laws.

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Waste 2 Resources
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Waste 2 Resources
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Peter Guttchen PO Box 47775 Olympia, Washington 98504-7775 Email: PGUT461@ecy.wa.gov Phone: (360) 407-6612
Financial Manager	Peter Guttchen PO Box 47775 Olympia, Washington 98504-7775 Email: PGUT461@ecy.wa.gov Phone: (360) 407-6612

SCOPE OF WORK

Task Number: 1 **Task Cost: \$33,629.33**

Task Title: Residential Recycling/Waste Prevention

Task Description:

RECIPIENT will contract with a Waste Reduction Coordinator to be paid hourly to assist in completing this task. The task includes the following activities:

Activity: Reducing Waste and Recycling Contamination

RECIPIENT, in partnership with other public agencies and community groups, will lead workshops, presentations, and provide outreach and technical assistance on waste reduction topics including recycling, reuse, repair, and wasted food prevention for residents. This outreach will include a focus on reducing the use and improper disposal of materials that contaminate the recycling stream and/or pose a serious risk to the environment including plastic bags and film, food soiled paper and packaging, marine debris, hazardous waste, and composites.

Activity: Master Composter/Recycler Program

RECIPIENT, in partnership with WSU Cooperative Extension, will coordinate a Master Composter/Recycler (MCR) program to recruit and educate 30 residents to become MRC volunteers. These volunteers will promote and participate in waste prevention activities including monitoring 20 public recycling areas/events, maintaining composting demonstration sites at three (3) community gardens, and providing 45 waste prevention and composting workshops and presentations.

RECIPIENT will gather pre- and post-task data on residential materials collected for recycling, and on the levels and types of residential recycling contamination to measure the impact of this work. Tools for gathering this data may include residential surveys and recycling audits of material collected at transfer stations in the County. Additional data may be collected from providers of curbside and drop-off recycling services and from the Materials Recovery Facilities that process recyclables collected in the County.

RECIPIENT may purchase, with ECOLOGY pre-approval, tools and supplies and develop materials to support education and outreach through various media including but not limited to newsprint, radio, websites, presentations, and direct mailings. Prior to incurring costs for advertisements or publications, RECIPIENT must obtain ECOLOGY review and approval.

RECIPIENT staff may participate in trainings, workshops and or affiliations in order to stay current with emerging solid waste issues with pre-approval from ECOLOGY.

The following list is a general proposal of the time and materials necessary to complete the task. Staff Time – Program and contractor management, volunteer coordination, promotion and education; Purchases and Purchased Services - education and outreach material, program promotion; Contracts - Personal Services Agreement for hourly staff support. Reimbursement for costs incurred by contractors to implement LWSFA funded activities identified under this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.

Invoices submitted with RECIPIENT's request for reimbursement must support the eligibility of expenses.

RECIPIENT is encouraged to seek ECOLOGY's prior approval for costs not specifically identified in this scope of

SCOPE OF WORK

Task Number: 2 **Task Cost: \$23,703.52**

Task Title: Business Recycling/Waste Prevention

Task Description:

RECIPIENT will contract with a Waste Reduction Coordinator to be paid hourly to assist in completing this task. The task includes the following activities:

Activity: Reducing Waste and Recycling Contamination

RECIPIENT will recruit and support 35 businesses and organizations in Clallam County to set and make progress toward reaching their waste reduction goals. Program offerings may include waste audits, recycling signage and technical assistance, food recovery technical assistance, zero waste education and technical assistance, and single-use plastics reduction education. This outreach will include a focus on reducing the use and improper disposal of materials that contaminate the recycling stream and/or pose a serious risk to the environment including plastic bags and film, food soiled paper and packaging, marine debris, hazardous waste, and composites.

RECIPIENT will gather pre- and post-task data from participating businesses and organizations on the progress they make toward achieving their waste reduction goals and on recycling contamination levels. Tools for gathering this data may include business surveys and recycling audits. Additional data may be collected by providers of business recycling services and from the Materials Recovery Facilities that process recyclables collected in the County.

Activity: Food Recovery and Wasted Food Prevention

During the 2015-17 biennium, RECIPIENT researched commercial food recovery and wasted food prevention strategies. Building on this initiative, RECIPIENT will work with community partners including the Peninsula Food Coalition, to recruit and support 10 businesses and organizations to implement wasted food prevention strategies including programs to increase the amount of surplus edible food recovered and donated to feed people in need.

RECIPIENT may purchase, with ECOLOGY pre-approval, tools and supplies and develop materials to support education and outreach through various media including but not limited to newsprint, radio, websites, presentations, and direct mailings. Prior to incurring costs for advertisements or publications, RECIPIENT must obtain ECOLOGY review and approval.

RECIPIENT staff may participate in trainings, workshops and or affiliations in order to stay current with emerging solid waste issues with pre-approval from ECOLOGY.

The following list is a general proposal of the time and materials necessary to complete the task. Staff Time – Program and contractor management, volunteer coordination, promotion and education; Purchases and Purchased Services - education and outreach material, program promotion; Contracts - Personal Services Agreement for hourly staff support. Reimbursement for costs incurred by contractors to implement LWSFA funded activities identified under this task are subject to the same eligibility and reimbursement requirements as the RECIPIENT, and require ECOLOGY approval.

Invoices submitted with RECIPIENT's request for reimbursement must support the eligibility of expenses. RECIPIENT is encouraged to seek ECOLOGY's prior approval for costs not specifically identified in this scope of work.

BUDGET

Funding Distribution EG180366

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: 2017-19 LSWFA Clallam Co PW IMP Funding Type: Grant
 Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2019
 Funding Source:

Title: State Building Construction Account (SBCA)
 Type: State
 Funding Source %: 100%
 Description: Local Solid Waste Financial Assistance

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

2017-19 LSWFA Clallam Co PW IMP	Task Total
Waste Reduction and Recycling	\$ 33,629.33
Business Recycling/Waste Prevention	\$ 23,703.52
Total: \$	57,332.85

Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

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

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

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

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

- 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.

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Project Title: 2017-19 LSWFA Clallam County PW IMP
Recipient Name: CLALLAM COUNTY PUBLIC WORKS

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

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

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



STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000

711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

JUN 18 2018

June 12, 2018

Meggan Uecker
Clallam County Public Works
223 E 4th St., Ste 6
Port Angeles, WA 98362

RE: Local Solid Waste Financial Assistance Agreement No. W2RLSWFA-1719-ClaCPW-00103

Dear Meggan Uecker:

Congratulations! Enclosed is your 2017-2019 LSWFA Executed Agreement.

Ecology encourages you to submit your first payment request and progress report within the next two weeks. Eligible costs incurred from July 1, 2017 through at least June 8, 2018 should be submitted for reimbursement.

Please contact the Ecology LSWFA Project Manager identified on Page 3 of your Agreement for assistance. Thank you for helping us expedite the application process.

Sincerely,

A handwritten signature in blue ink, appearing to read "Blake Nelson".

Blake Nelson
Department of Ecology
Grants, Litter, and Outreach Unit Supervisor
360-407-6930
blake.nelson@ecy.wa.gov