



Agreement No. AQWDSMK-2527-ORCAA-00028

AIR QUALITY LOCAL PARTNER RESIDENTIAL WOOD SMOKE REDUCTION AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

OLYMPIC REGION CLEAN AIR AGENCY

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and Olympic Region Clean Air Agency, hereinafter referred to as the “RECIPIENT,” to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	ORCAA's Wood Smoke Reduction Program
Total Cost:	\$314,400.00
Total Eligible Cost:	\$314,400.00
Ecology Share:	\$314,400.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2025
The Expiration Date of this Agreement is no later than:	06/30/2027
Project Type:	Replacement and additional strategies

Project Short Description:

Improve local air quality by reducing PM2.5 pollution originating from uncertified wood stoves by removing and destroying those devices. In areas at risk of elevated PM2.5 exposure, incentives will be offered to replace those old wood stoves with cleaner options, promoting electric heat pumps as the primary option. RECIPIENT will provide incentives at a lower level for replacement with gas units.

Project Long Description:

The Olympic Region Clean Air Agency (RECIPIENT) 2025-27 Wood Smoke Reduction Project achieves its project goal by eliminating polluting devices in all six counties within RECIPIENT’s jurisdiction: Clallam, Grays Harbor, Jefferson, Mason, Pacific, and Thurston. The project removes uncertified and pre-2020 wood stoves and fireplace inserts – as well as other qualifying solid-fuel combustion devices and ensures their destruction. In areas of greatest vulnerability due to exposure to elevated levels of PM2.5, the project will also provide incentives to replace old wood stoves with cleaner heating devices.

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By eliminating cordwood-burning devices rather than just replacing older models with newer versions,

RECIPIENT's program improves air quality. RECIPIENT's partners, including Energize Thurston, Habitat for Humanity, the Quinault Nation, Puget Sound Energy (PSE), and county PUDs, will help achieve these shared project goals.

During this new program, the Replacement program will focus on all of Clallam, Jefferson, Grays Harbor, Mason, and Thurston Counties.

The Replacement component will promote installation of zero-emission heat pumps with a \$2,200 replacement award. The use of heat pumps in place of wood provides the greatest reduction in both PM pollution and climate-change greenhouse gas emissions. The program will also provide a \$1,000 award for change-outs to pellet stoves or electric 'fire' appliances. RECIPIENT will provide \$750 Replacement Awards when homeowners install natural gas or propane -burning appliances. Note that to meet cultural resources requirements, if the applicant upgrades to a heat pump, the installer will not disturb the ground; they will lay a fabricated slab or cement block to hold the outdoor heat pump.

The Recycling Awards program offers an incentive of \$500 for the removal and destruction of qualified wood-burning devices in all six counties under RECIPIENT'S jurisdiction.

RECIPIENT'S At-Risk Replacement task will target all six counties and will be promoted most heavily in the areas identified by the Washington State Department of Health (DOH) Washington Tracking Network (WTN) as the most at risk of elevated air pollution exposures.

RECIPIENT staff plans to work with low-income assistance groups within each county to identify any low-income or at-need residents who may qualify for this higher level of incentive from the Replacement program. Working in conjunction with these groups, RECIPIENT will provide elevated levels of change-out funding, up to \$5,000 toward full project costs for as many as 25 qualified projects.

The grant request would fund the removal and destruction of up to 192 old wood stoves. RECIPIENT will remove 94 under the Recycling Award component, and replace 42 with electric heat pumps or furnaces, 29 with natural gas, propane, and 15 with pellet stoves or electric 'fire' appliances. Another 12 replacements may be funded at higher levels (up to \$5,000) for qualifying low-income at-risk residents. The removal of these 192 stoves will reduce total PM emissions in the communities by upwards of 14.9 tons per year.

The proposed project areas include:

For the RECYCLING AWARD and At-Risk Communities Award: All of Clallam, Grays Harbor, Jefferson, Mason, Pacific, and Thurston Counties.

For the REPLACEMENT program: all of Clallam, Grays Harbor, Jefferson, Mason, and Thurston Counties.

RECIPIENT has conducted in-depth saturation studies in Clallam, Grays Harbor, Jefferson, Mason, and Thurston Counties to ensure the county nephelometer was placed in the best location to provide a good reference for the county. These permanent monitors are used to make county-wide air quality policy decisions, such as calling air quality burn bans. RECIPIENT is working with ECY to deploy SensWAs to unmonitored

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areas in their jurisdiction to better understand the variability in air quality.

The data showed the regional variability in ambient air quality and allowed RECIPIENT to identify the areas where human exposure to poor air quality is most problematic. The collected data confirms the communities identified in this grant request in are indeed at-risk communities eligible for replacement programs under this grant.

Eligible costs must be directly related to this woodsmoke reduction grant. Administrative costs are eligible for reimbursement under this grant agreement. See page 6 of the grant guidelines for more information.

Overall Goal:

Wood Smoke Reduction Grants are provided to fund programs designed to reduce fine particle pollution (ambient PM_{2.5}) in communities that violate, or are at risk of violating, federal clean air standards. These grants are awarded on a competitive basis only to Washington air agencies and Ecology Regional Offices.

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RECIPIENT INFORMATION

Organization Name: Olympic Region Clean Air Agency

Federal Tax ID: 91-0841342
 UEI Number: SMKMJC7TNER9

Mailing Address: 2940 Limited Lane NW
 Olympia, Washington 98502

Physical Address: 2940 Limited Lane NW
 Olympia, Washington 98502

Organization Email: tyson.justis@orcaa.org
 Organization Fax: (360) 491-6308

Contacts

<p>Project Manager</p>	<p>Dan Nelson Communications Manager</p> <p>2940 Limited Lane NW Olympia, Washington 98502 Email: dan.nelson@orcaa.org Phone: (360) 539-7610</p>
<p>Billing Contact</p>	<p>Tyson Justis Financial Services Manager</p> <p>2940 Limited Lane NW Olympia, Washington 98502 Email: tyson.justis@orcaa.org Phone: (360) 539-7610</p>
<p>Authorized Signatory</p>	<p>Jeff Johnston Executive Director</p> <p>2940 Limited Lane NW Olympia, Washington 98502 Email: jeff.johnston@orcaa.org Phone: (360) 539-7610</p>

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ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Air Quality
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Air Quality
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

<p>Project Manager</p>	<p>David Grant</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: DAVG461@ecy.wa.gov Phone: (360) 407-6978</p>
<p>Financial Manager</p>	<p>Rose Bennett Contracts & Grants Specialist</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: RBEN461@ecy.wa.gov Phone: (360) 819-3456</p>

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AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

Olympic Region Clean Air Agency

DocuSigned by:
By: Kathy Taylor 11/6/2025
647A0B65028F480...

Signed by:
By: Jeff Johnston 11/6/2025
0370EE074E0246A

Kathy Taylor Date
Air Quality
Program Manager

Jeff Johnston Date
Executive Director

Template Approved to Form by
Attorney General's Office

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SCOPE OF WORK

Task Number: 1 **Task Cost:** \$176,150.00

Task Title: Task 1 - RECYCLING & REPLACEMENTS

Task Description:

Through the 2025-27 Wood Smoke Reduction Project, RECIPIENT will conduct RECYCLING & REPLACEMENT INCENTIVES throughout the project area.

RECYCLING & REPLACEMENT INCENTIVES removes and destroys uncertified and pre-New Source Performance Standard 2020 wood stoves and fireplace inserts – as well as other qualifying devices such as coal-burning devices. RECIPIENT partners with metal recycling facilities throughout the six-county region to ensure these stoves are destroyed and recycled. The program targets residents using wood as a primary heat source (at least 1 cord of wood per year). By utilizing the language translation services built into RECIPIENT'S website, RECIPIENT will provide information about this grant in English, Spanish, Korean, and Hindi. RECIPIENT also has the option to include additional languages on the multilingual website as the need arises. RECIPIENT also has staff available for in-house translation of program materials into Spanish as needed.

The RECYCLE Component will provide a \$500 RECYCLING AWARD to anyone meeting the requirements of removing and destroying a pre -New Source Performance Standard 2020 wood stoves and fireplace inserts – as well as other qualifying devices such as coal-burning devices.

As part of the outreach for the RECYCLING component, RECIPIENT staff will periodically review online seller sites (Craigslist, Facebook Marketplace, etc.) and provide information about this program to residents who attempt to sell their old, uncertified stoves on those sites.

The REPLACEMENT component will focus the incentives on the parts the incentives on the parts of the region most at risk of violating national air quality standards (NAAQS). This area includes all of Clallam, Jefferson, Grays Harbor, Mason, and Thurston Counties.

The REPLACEMENT component will heavily promote installation of zero-emission heat pumps (ductless and ducted) with a \$2,200 replacement award. The use of heat pumps in place of wood provides the greatest reduction in both PM pollution and climate-change greenhouse gas emissions. The program will also provide a \$1,000 award for change-outs from wood stoves to certified pellet stoves or electric fireplace heaters, and \$750 for conversion to natural gas or propane appliances. RECIPIENT anticipates up to 42 REPLACEMENTS to electric heat pumps or other electric heat sources: 29 to natural gas or propane, and 15 to pellet stoves or electric fireplaces/stoves.

The project area includes all of Clallam, Grays Harbor, Jefferson, Mason, Pacific, and Thurston Counties.

RECIPIENT will ensure that all installations will be performed by licensed, bonded contractors, with all required local regulatory permits for installation secured.

For projects that involve outdoor ground disturbance related to the installation of new equipment, Ecology's grants and cultural resource staff will work with the RECIPIENT to comply with State Cultural Resource Review Requirements under Executive Order 21-02. Please allow at least 60 days for completion of the Cultural Resources Review process.

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RECIPIENT may not begin any construction or other activities that have the potential to disturb cultural resources until Ecology has completed the review process and determined the RECIPIENT can proceed. Reimbursement is conditional on receipt of any additional information requested by Ecology to clarify or verify the scope of work, project costs, or compliance with state procurement laws.

Task Goal Statement:

RECIPIENT will remove 94 wood stoves through the RECYCLE component of this task, and an additional 86 through the REPLACEMENT component. The removal of these stoves will reduce total PM emissions in the communities by more than 14 tons per year and cut total CO and methane emissions by nearly 53 tons per year

Working closely with partners, other government agencies, and private/public associations such as Energize Thurston, county PUDs, local county economic development boards, Habitat for Humanity, and local homeowner associations (HOAs), RECIPIENT will promote the RECYCLING & REPLACEMENT INCENTIVES program to ensure the removal and destruction of at least 180 pre-2020-compliant or uncertified wood stoves or fireplace inserts. The removal of these 180 stoves will reduce total PM emissions in the communities by more than 14 tons per year and cut CO and Methane emissions by nearly 53 tons per year.

Task Expected Outcome:

All removed devices in the program will be certified as destroyed and recycled. Documented evidence will include a photo of the removed device and a Certificate of Destruction signed by a pre-approved local metal recycler. We expect the removal of approximately 180 old, uncertified wood stoves and fireplace inserts will result in a reduction of more than 14 tons of Particulate Matter (PM) pollution per year in what are largely economically depressed communities of Clallam, Gray Harbor, Jefferson, Mason, Pacific, and Thurston Counties.

Recipient Task Coordinator: Dan Nelson

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Task 1 - RECYCLING & REPLACEMENTS

Deliverables

Number	Description	Due Date
1.1	Ensure required paperwork is completed. Include signed confirmation of program compliance for each device removed, pictures of all newly installed and removed devices (at the residence and again at metal scrapyards or equivalent -- i.e., scrap metal dumpster at installer's facilities), confirmed estimate of annual cord-wood usage for each wood stove replaced and signed by homeowner, contractor and recycle facility Certificate of Destruction & Recycling for each device removed.	
1.2	Prior to any ground disturbing work, the RECIPIENT will submit a completed Cultural Resources Review Form, provided to the RECIPIENT may not begin any construction or other activities that have the potential to disturb cultural resources until Ecology has completed the review process and determined the RECIPIENT can proceed.	
1.3	Prior to any groundbreaking activity, the RECIPIENT will comply with the findings of the Cultural Resources Review and submit any required documentation to Ecology. RECIPIENT may not begin any construction or other activities that have the potential to disturb cultural resources until Ecology has completed the review process and determined the RECIPIENT can proceed.	

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SCOPE OF WORK

Task Number: 2 **Task Cost:** \$60,000.00

Task Title: Task 2 - AT-RISK / INCOME QUALIFIED REPLACEMENT IN

Task Description:

The AT-RISK / INCOME QUALIFIED REPLACEMENT INCENTIVES will provide economic aid to underserved communities while eliminating polluting devices throughout RECIPIENT'S six-county jurisdiction.

The AT-RISK / INCOME QUALIFIED REPLACEMENT INCENTIVES removes and destroys uncertified and pre-New Source Performance Standard 2020 wood stoves and fireplace inserts – as well as other qualifying devices such as coal-burning devices. RECIPIENT partners with metal recycling facilities throughout the six-county region to ensure these stoves are destroyed and recycled. The program targets residents who are economically disadvantaged and are using wood as a primary heat source. By utilizing the language translation services built into RECIPIENT's new website, RECIPIENT will provide information about this grant in English, Spanish, Korean, and Hindi. We also have the option to include additional languages to the multilingual website as the need arises. RECIPIENT also has staff available for in-house translation of program materials into Spanish as needed.

RECIPIENT expects to remove 12 wood stoves through AT-RISK REPLACEMENT task. The removal of these stoves would reduce total PM emissions in the communities by upwards of 0.9 tons per year and cut total CO and methane emissions by nearly 4 tons per year.

The AT-RISK REPLACEMENT will target all six counties and will be promoted most heavily in the areas identified by the Washington State Department of Health (DOH) Washington Tracking Network (WTN) as the most at risk of elevated air pollution exposures. These include most of the communities of Grays Harbor and Pacific Counties. RECIPIENT will also work with tribal governments to promote the program to their tribal communities.

RECIPIENT staff plans to work with the low-income assistance groups within each county to identify any low-income or at-need residents who may qualify for this higher level of incentive from the REPLACEMENT program. Working in conjunction with these groups, RECIPIENT will make allowances for elevated levels of change-out funding, up to \$5,000 toward full project costs for as many as 12 qualified projects. Such projects would include partnerships with various bodies. Energize Thurston, in conjunction with Habitat for Humanity, will assist RECIPIENT in Thurston and Mason Counties. Jefferson PUD and Clallam PUD will aid RECIPIENT in their respective counties, and the Quinault Nation's air resources program will assist with tribal members in Grays Harbor and Jefferson Counties.

RECIPIENT will ensure that all installations will be performed by licensed, bonded contractors, with all required local regulatory permits for installation secured

For projects that involve outdoor ground disturbance related to the installation of new equipment, Ecology's grants and cultural resource staff will work with the RECIPIENT to comply with State Cultural Resource Review Requirements under Executive Order 21-02. Please allow at least 60 days for completion of the Cultural Resources Review process.

RECIPIENT may not begin any construction or other activities that have the potential to disturb cultural resources until Ecology has completed the review process and determined the RECIPIENT can proceed. Reimbursement is conditional on receipt of any additional information requested by Ecology to clarify or verify the scope of work, project costs, or compliance with state procurement laws.

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Task Goal Statement:

Working closely with partners, other government agencies, and private/public associations such as Energize Thurston, county PUDs, local county economic development boards, Habitat for Humanity, and local homeowner associations (HOAs), RECIPIENT will promote the AT-RISK REPLACEMENT INCENTIVES program to ensure the removal and destruction of at least 12 pre-2020-compliant or uncertified wood stoves or fireplace inserts. The removal of these 12 stoves would reduce total PM emissions in the communities by upwards of 0.9 ton per year and cut CO and methane emissions by more than 4 tons per year.

Task Expected Outcome:

All removed devices in the program will be certified as destroyed and recycled. Documented evidence will include a photo of the removed device and a Certificate of Destruction signed by a pre-approved local metal recycler. RECIPIENT expects the removal of approximately 25 old, uncertified wood stoves and fireplace inserts will result in a reduction of up to 1 ton of Particulate Matter (PM) pollution per year in what are largely economically depressed communities of Clallam, Gray Harbor, Jefferson, Mason, Pacific, and Thurston Counties.

Recipient Task Coordinator: Dan Nelson

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Task 2 - AT-RISK / INCOME QUALIFIED REPLACEMENT IN

Deliverables

Number	Description	Due Date
2.1	<p>Ensure required paperwork is completed. Include signed confirmation of program compliance for each device removed, pictures of all newly installed and removed devices (at the residence and again at metal scrapyards or equivalent -- i.e., scrap metal dumpster at installer's facilities), confirmed estimate of annual cord-wood usage for each wood stove replaced and signed by homeowner, contractor and recycle facility Certificate of Destruction & Recycling for each device removed.</p>	
2.2	<p>Prior to any ground disturbing work, the RECIPIENT will submit a completed Cultural Resources Review Form, provided to the RECIPIENT by Ecology. Please allow at least 60 days for completion of the Cultural Resources Review process.</p> <p>RECIPIENT may not begin any construction or other activities that have the potential to disturb cultural resources until Ecology has completed the review process and determined the RECIPIENT can proceed.</p>	
2.3	<p>Prior to any groundbreaking activity, the RECIPIENT will comply with the findings of the Cultural Resources Review and submit any required documentation to Ecology.</p> <p>RECIPIENT may not begin any construction or other activities that have the potential to disturb cultural resources until Ecology has completed the review process and determined the RECIPIENT can proceed.</p>	

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SCOPE OF WORK

Task Number: 3 **Task Cost:** \$78,250.00

Task Title: Task 3 - Administration and Marketing

Task Description:

RECIPIENT will maintain records of each transaction chronicling details of each wood-burning appliance removal and its destruction. RECIPIENT'S Finance Department records each financial transaction. RECIPIENT maintains records of each removal, the volume of cordwood diverted from use, and the type of new heating device installed, if applicable.

RECIPIENT staff reports quarterly on program activity, including fiscal records, change-out numbers completed, and promotional activities undertaken.

RECIPIENT works with partner agencies and businesses, which provide additional incentives to bolster RECIPIENT'S programs. RECIPIENT'S partners, including Energize Thurston, Habitat for Humanity, the Quinault Nation, Puget Sound Energy (PSE), and county PUDs, will help achieve our shared project goals.

RECIPIENT staff will work with partner agencies and businesses to redesign and update materials and messages to help promote the program(s) to targeted neighborhoods. RECIPIENT's website, www.ORCAA.org, provides language translations for online information and forms, offering English, Spanish, Korean, and Hindi languages for all online documents and resources.

Outreach efforts will utilize multilingual website and mainstream media (newspaper and radio), social media (NextDoor, Facebook, Twitter, Instagram, etc.), and direct mail. RECIPIENT will provide in-store promotional materials to help hearth product/ HVAC retailers educate customers about benefits of eliminating wood burning, in favor of cleaner, more efficient devices. RECIPIENT will recruit vendors to help teach customers operating methods to reduce wood smoke while using appliances.

RECIPIENT's outreach team will work with local Homeowner Associations (HOAs), neighborhood associations (NAs), county extension agencies, and schools to distribute materials., RECIPIENT will coordinate with the utility and billing departments of the various jurisdictions to include program outreach materials in residential utility bills.

RECIPIENT staff will participate in local Home & Garden consumer shows to promote the wood smoke reduction program and attend meetings of local HOAs and NAs to promote participation in the change-outs. RECIPIENT will work with local realtors and realtor associations to get knowledge of the program to potential home sellers and buyers.

All administrative costs must be necessary for and directly related to this woodsmoke reduction grant. Administrative costs may not exceed 25% of program costs. Indirect Overhead costs can be billed at a rate of 25% of salaries and benefits.

RECIPIENT will facilitate and oversee removal and replacement of existing, non-NSPS-compliant solid fuel home heating devices with new, cleaner home heating technologies as described within the task scope of work and deliverables. RECIPIENT must adhere to all requirements outlined in the grant guidelines for this program.

RECIPIENT must have a standard procurement process and follow current Washington State procurement laws for the

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solicitation of bids and the selection of vendors and contractors for the performance of any grant-assisted work. RECIPIENT must provide documentation confirming they have a procurement process in place that will be followed, or provide:

- method of vendor notification of bid opportunity
- how many bidders were notified
- evaluation summary of bids received
- Signed vendor agreement with awarded contractor name, contract number, date contract was executed.

Task Goal Statement:

RECIPIENT will continually monitor the program, maintaining a running tally of REPLACEMENTS and RECYCLING awards to ensure they stay on, or ahead of, schedule to ensure full use of the available grant. Recipient will provide quarterly reports on progress, total cord-wood reductions, and other pertinent data. Recipient will also provide a final report to Ecology to close out the grant at the end of the contract term.

By using Social Media Channels as well as those of partners, RECIPIENT can reach tens of thousands of potential program participants online. RECIPIENT will also provide live programs at meetings and written materials suitable for newsletters and mailing to area homeowners associations, neighborhood associations, and community groups. In neighborhoods with identified heavy concentrations of wood stove use — as well as in lower income or minority communities — RECIPIENT will conduct direct-mail outreach using the US Postal Services improved Every Door Direct Mail program for customized, targeted messaging. When appropriate, that customized outreach message will be provided in Spanish, Korean, and Hindi languages versions through RECIPIENT'S web-based translation service.

Task Expected Outcome:

RECIPIENT will remove up to 192 old, uncertified wood stoves or fireplace inserts throughout their six-county jurisdiction. These will either be replaced under the REPLACEMENT and RECYCLING programs. These could take a combined 14.9 tons of particulate matter pollution out of these air sheds annually.

Recipient Task Coordinator: Dan Nelson

Task 3 - Administration and Marketing

Deliverables

Number	Description	Due Date
3.1	Within 30 days of the end of each calendar quarter, the RECIPIENT will submit to ECOLOGY a quarterly Payment Request/Progress Report (PRPR) in EAGL.	
3.2	Provide all supporting backup documentation when submitting reimbursement requests that confirms applicant eligibility, signed Certificate of Destruction and Recycling of each device removed along with documentation that includes staff name, hours worked, hourly rate and total.	
3.3	Documentation of procurement process, if used	

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BUDGET

Funding Distribution EG260300

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: 25-27 Reducing Toxic Wood Stove Emissions Funding Type: Grant
 Funding Effective Date: 07/01/2025 Funding Expiration Date: 06/30/2027

Funding Source:

Title: Model Toxics Control Account (MTCA)
 Fund: FD
 Type: State
 Funding Source %: 100%
 Description: Wood Smoke Pass-Thru New Approp

Approved Indirect Costs Rate: Approved State Indirect Rate: 25%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

25-27 Reducing Toxic Wood Stove Emissions	Task Total
Task 1 - RECYCLING & REPLACEMENTS	\$ 176,150.00
Task 2 - AT-RISK / INCOME QUALIFIED REPLACEMENT IN	\$ 60,000.00
Task 3 - Administration and Marketing	\$ 78,250.00

Total: \$ 314,400.00

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
25-27 Reducing Toxic Wood Stove Emissions	0.00 %	\$ 0.00	\$ 314,400.00	\$ 314,400.00
Total		\$ 0.00	\$ 314,400.00	\$ 314,400.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of 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 \$30,000 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 Unique Entity Identifier in www.sam.gov <http://www.sam.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>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

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Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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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://fortress.wa.gov/ecy/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).

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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.

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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

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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.

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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

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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

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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.

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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.

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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.

End of General Terms and Conditions