AMENDMENT NO. 1 TO AGREEMENT NO. G1000414

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF REDMOND

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

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

1. The total maximum eligible cost and state grant share for this agreement remains the same.

2. **PART 1: <u>SCOPE OF WORK</u>** in the original agreement states:

   The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. Deliverables must be completed by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in this agreement or approved by ECOLOGY in writing.

   Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse.

   This agreement is a "Multi-Phased" agreement. Multi-phased means it will be written with a task's full scope of work and a partial budget. Phase One of this agreement includes work performed with the budget as outlined in Phase One of section Part 2: Fund Source and Budget. Phase Two includes the remainder of work to be performed and funds are contingent upon the budget appropriation by the State Legislature for the 2011-2013 biennium.

   After the 2011-2013 biennial allocation is secured, ECOLOGY will initiate a formal amendment to increase funding to support Phase Two. Phase Two work is not authorized for reimbursement until a formal amendment to increase the budget is executed. RECIPIENTS are not obligated to complete Phase Two work until a formal amendment to increase the budget is approved.

   Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

   The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that can be reimbursed at a rate of 75% under this grant. *The "Estimated (total) Task Cost" is for ECOLOGY information only. It reflects the true cost of completing the full task, including expenses beyond the Maximum Eligible Cost.

The above section is deleted and replaced with the following:

PART 1: SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT'S activities to be performed under this agreement. Costs are limited to those approved by ECOLOGY as outlined in the current scope of work and budget. Deliverables must be completed by the expiration date of this agreement, including delivery of purchases, unless otherwise stated in this agreement or approved by ECOLOGY in writing.

Note: The term "task" as used in this agreement is interchangeable with the term "project" as used on the online Solid Waste Information Clearinghouse.

This agreement is a "Multi-Phased" agreement. Multi-phased means it will be written with a task's full scope of work and a partial budget. Phase One of this agreement includes work performed with the budget as outlined in Phase One of section Part 2: Fund Source and Budget. Phase Two includes the remainder of work to be performed and funds are contingent upon the budget appropriation by the State Legislature for the 2011-2013 biennium. ECOLOGY assumes Phase One funding will be fully spent by December 31, 2010 as you have planned in your task but if not, the money for Phase One must be spent by the end of the 09-11 biennium. Even though the agreement date goes through 12/31/2011, Phase One costs must be incurred before June 30, 2011 and ECOLOGY must receive your payment request by August 13, 2011. Failure to meet either deadline may result in denial of your reimbursement request for those costs.

After the 2011-2013 biennial allocation is secured, ECOLOGY will initiate a formal amendment to increase funding to support Phase Two. Phase Two work is not authorized for reimbursement until a formal amendment to increase the budget is executed. RECIPIENTS are not obligated to complete Phase Two work until a formal amendment to increase the budget is approved.

Any work performed or costs incurred prior to the effective date of this agreement will be at the sole expense of the RECIPIENT.

The "Maximum Eligible Cost" is the maximum amount of eligible costs incurred by a RECIPIENT that can be reimbursed at a rate of 75% under this grant. *The "Estimated (total) Task Cost" is for Ecology information only. It reflects the true cost of completing the full task, including expenses beyond the Maximum Eligible Cost.

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

Work Plan and Activities Timeline:

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

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

Approved costs must be consistent with the most recently approved Spending Plan. Costs cannot exceed the agreement Budget (Part 2: Section B) without a formal amendment. To change how funds are allocated between the grant tasks, the RECIPIENT must submit a written request to ECOLOGY for a Letter Amendment. To change a scope of work or to increase/decrease a grant

amount, the RECIPIENT must complete and submit a Formal Amendment Request form (ECY 070-113).

The above section is deleted.

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

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

   G. Spending Plans: Approved costs must be consistent with the most recently approved Spending Plan. The RECIPIENT must submit a revised Spending Plan to ECOLOGY in order to change the amount of funds spent by quarter. ECOLOGY'S grant officer will approve, by date stamp and signature, the revised Spending Plan. If quarterly spending exceeds the amount outlined on the approved spending plan, ECOLOGY reserves the right to hold payment of the overage depending on the availability of funds. Revised and approved Spending Plans are incorporated into this agreement by reference.

   The above section is deleted.

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

   A. BILLING AND REPORTING

   3. The RECIPIENT must provide to ECOLOGY an up-to-date Spending Plan throughout the grant period. An updated Spending Plan must be submitted when changes occur that impact quarterly spending and / or quarterly reimbursement amounts.

   The above section is deleted and replaced with the following:

   A. BILLING AND REPORTING

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

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

   C. OTHER SPECIAL TERMS

   2. SOLID WASTE ENFORCEMENT
      Solid Waste Enforcement money can only be spent on tasks that focus on enforcement of rules and regulations, and shall be used exclusively for expenses necessary to enforce applicable regulations pursuant to Chapters 70.95.220 RCW, WAC 173-350, 351 and 304.

      For tasks related to inspection and permitting of solid waste facilities, those facilities must be in compliance at the time a payment request is submitted. Compliance is defined at a minimum as the RECIPIENT shall have issued a compliance schedule or have taken enforcement action to obtain compliance.

      The RECIPIENT must also submit copies of permits to ECOLOGY within seven days of their issuance. Once a permit is issued, ECOLOGY has 30 days to review each permit. Complete permit applications must be submitted to ECOLOGY, allowing 45 days for ECOLOGY to review and recommend for or against the issuance of a permit. The

RECIPIENT must submit copies of reports for inspections conducted in the billing period with each payment request.

The above section is deleted and replaced with the following:

C. OTHER SPECIAL TERMS

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

Solid Waste Enforcement money can only be spent on tasks that focus on enforcement of rules and regulations, and shall be used exclusively for expenses necessary to enforce CPG eligible regulations pursuant to Chapter 70.95RCW, applicable solid waste WACs and local solid waste regulations.

It is a requirement for jurisdictional health departments to submit copies of permits to ECOLOGY within seven days of their issuance. Once a permit is issued, ECOLOGY has 30 days to review each permit. Complete permit applications must be submitted to ECOLOGY, allowing 45 days for ECOLOGY to review and recommend for or against the issuance of a permit.

For tasks that involve solid waste facility permitting and inspections:

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

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

C. OTHER SPECIAL TERMS

12. PRECEDENCE
In the event of inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) Scope of Work and most current approved Spending Plan; (c) Special Terms and Conditions; (d) Coordinated Prevention Grant Program Guidelines (e) any terms incorporated herein by reference including the *Administrative Requirements for Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005); and (f) the General Terms and Conditions (SS-010 Rev. 04/04).

The above section is deleted and replaced with the following:

C. OTHER SPECIAL TERMS

12. PRECEDENCE
In the event of inconsistency in this agreement, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Coordinated Prevention Grant Program Guidelines (e) any terms incorporated herein by reference including the *Administrative Requirements for Recipients of Ecology Grants and Loans*, Ecology Publication #91-18 (Revised September 2005); and (f) the General Terms and Conditions (SS-010 Rev. 04/04).

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

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

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

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Laurie G. Davies 8/4/10

Laurie G. Davies — Date
Program Manager
Waste 2 Resources Program

APPROVED AS TO FORM ONLY
Assistant Attorney General

CITY OF REDMOND

John Marchione 7/27/10

Authorized Official — Date

John Marchione

Print Name of Authorized Official

Mayor

Title