



IAA No. C1600140

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF OLYMPIA

THIS INTERAGENCY AGREEMENT is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY", and the City of Olympia hereinafter referred to as "OLYMPIA," pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS INTERAGENCY AGREEMENT is for OLYMPIA to conduct an environmental site assessment and analyze cleanup options at the 318 State Street property and the Water Street Redevelopment Area, all in Olympia, Washington.

WHEREAS, both parties desired the start date of this IAA to begin on the approval date of the federal funding, August 1, 2015 but due to program administrative oversight and developing the scope of work statement, a delay occurred in finalizing this IAA documents.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) STATEMENT OF WORK

OLYMPIA shall furnish the necessary personnel, equipment, material, and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on **August 1, 2015**, and be completed by **July 31, 2016**, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

The parties have determined that the cost of accomplishing the work identified herein will not exceed **\$140,538**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, Statement of Work and Budget; and Appendix B, Federal Funding Conditions. This is a performance-based contract, in which payment is based on the successful completion of expected deliverables. ECOLOGY will not make payment until it has reviewed and accepted the completed work identified for each task in Appendix A.

This IAA is funded through a federal cooperative agreement between ECOLOGY and the US Environmental Protection Agency's State and Tribal Response Program, CERCLA Section 104(k)(2) (RP-00J90502-0; CFDA 66.817: State and Tribal Response Program Grants, Budget period 8/01/2015 to 7/31/2016). Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3).

4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted upon the acceptance by Ecology of the completed deliverable for each task identified in Appendix A, Statements of Scope of Work and Budget. Upon the expiration date of this IAA, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment requests shall be submitted on state form, Invoice Voucher A19-1A with supporting documentation. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related fees. Each invoice voucher shall reference the IAA number and clearly identify those items that relate to performance under this IAA. Payment will be made within thirty (30) days of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Invoices are to be sent to:

| |
|--|
| State of Washington Department of Ecology Attn: Joe Ward, P.E. P.O. Box 47600 Olympia, WA 98504-7600 |
|--|

Payment will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must be registered as a state-wide vendor. To register submit a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.

5) ALTERATIONS AND AMENDMENTS

This IAA may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6) ASSIGNMENT

The work to be provided under this IAA, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

7) ASSURANCES

Parties to this IAA agree that all activity pursuant to this IAA will be in accordance with all the applicable current federal, state, and local laws, rules, and regulations.

8) CONFORMANCE

If any provision of this IAA 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) DISPUTES

Parties to this IAA shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this IAA that cannot be resolved among the parties, it shall be determined by a Dispute Board in the following manner. Each party to this IAA shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms, and applicable statutes and rules, and then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto, unless restricted by law. The cost of resolution will be borne by each party paying its own cost. As an alternative to this process in a dispute between state agencies, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control. The parties to this IAA may mutually agree to a different dispute resolution process.

10) FUNDING AVAILABILITY

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 completion or expiration date of this IAA, ECOLOGY, at its sole discretion, may elect to terminate the IAA, in whole or part, for convenience or to renegotiate the IAA subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the IAA until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions.

11) GOVERNING LAW AND VENUE

This IAA is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. This IAA shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

12) INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this IAA shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

13) ORDER OF PRECEDENCE

In the event of an inconsistency in the terms of this IAA, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable federal and state of Washington statutes, regulations, and rules.
- b. Mutually agreed upon written amendments to this IAA.
- c. This IAA.
- d. Appendix A: Statements of Work and Budget.
- e. Appendix B: Terms and Conditions for Federally Funded Agreements
- f. Any other provisions of this IAA, including materials incorporated by reference.

14) RECORDS MAINTENANCE

The parties to this IAA shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this IAA will be retained for six years after expiration of this IAA and the Office of the State Auditor, federal auditors, and any persons duly

authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this IAA to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

15) RESPONSIBILITIES OF THE PARTIES

Each party of this IAA hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this agreement.

16) RIGHTS IN DATA

Unless otherwise provided, data which originates from this IAA shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

17) SEVERABILITY

If any provision of this IAA or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this IAA which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this IAA, and to this end the provisions of this IAA are declared to be severable.

18) SUBCONTRACTORS

OLYMPIA agrees to take complete responsibility for all actions of any Subcontractor used in the performance of any work under this IAA. As this IAA is funded from a federal cooperative agreement, OLYMPIA will need to follow the procurement and certification requirements identified in Appendix B for subcontractors.

Prior to their performance, all subcontractors who will perform services under this IAA must be identified in writing to the ECOLOGY representative, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and the anticipated dollar value of each subcontract.

19) TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this IAA, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this IAA may be terminated immediately by written notice of the aggrieved party to the other.

20) TERMINATION FOR CONVENIENCE

Either party may terminate this IAA upon thirty (30) days' prior written notification to the other party. If this IAA is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this IAA prior to the effective date of termination.

21) WAIVER

A failure by either party to exercise its rights under this IAA shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this IAA unless stated to be such in a written amendment to this IAA signed by an authorized representative of the parties.

22) INTERAGENCY AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this IAA.

| The ECOLOGY Representative is: | The OLYMPIA Representative is: |
|---|--|
| Name: Alan Bogner Address: Toxics Cleanup Program Department of Ecology PO Box 47600 Olympia, WA 98504-7600 Phone: 360-407-7188 Email: alan.bogner@ecy.wa.gov | Name: Danelle MacEwen Address: City of Olympia Public Works Department P.O. Box 1967 Olympia, WA 98507-1967 Phone: 360-753-8211 Email: dmacewen@ci.olympia.wa.us |

23) ALL WRITINGS CONTAINED HEREIN

This IAA contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this IAA shall be deemed to exist or to bind any of the parties hereto.

The signatories to this IAA represent that they have the authority to bind their respective organizations to this IAA.

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

**State of Washington
Department of Ecology**

City of Olympia

By:

Polly Zehm 3/24/16
Signature Date

Polly Zehm

Print Name:

Deputy Director

Title:

By:

Cheryl Selby 3-15-16
Signature Date

Cheryl Selby

Print Name:

Mayor

Title:

Approved as to form:
Attorney General's Office

APPROVED AS TO FORM:

Mark Barber

City Attorney

**APPENDIX A
TO IAA NO. C16000140
STATEMENTS OF WORK AND BUDGET**

1. 318 STATE AVENUE PROPERTY

STATEMENT OF WORK: The City of Olympia will provide environmental investigation and assessment services at the 318 State Avenue Property [a former Washington State Department of Transportation (“WSDOT”) Maintenance and Testing Lab Facility] in Olympia, Washington. The objective of the environmental assessment services is to investigate and characterize the subsurface conditions at this site. These assessment activities will build on ongoing investigations on the properties to further develop a thorough understanding of subsurface conditions and associated environmental liability at the property. The findings of the assessments will support the City’s ability to make informed decisions regarding future actions for this property and understand the risks related to additional necessary cleanup and for any potential redevelopment of the property.

BACKGROUND: In 2008, the City purchased the property commonly known as 318 State Avenue, in Olympia Washington (see Appendix A, Attachment A) from WSDOT. WSDOT operated a maintenance facility and materials testing lab on the site since 1923. In late 2015, the City sold a portion of the property (southeast corner) to the Low Income Housing Institute (“LIHI”). LIHI is planning construction of a multi-family housing building at the site.

The City has been working with ECOLOGY under their Voluntary Cleanup Program since 2009 to address site contamination issues. The identified contaminants on the property include chlorinated solvents, benzene, carcinogenic polycyclic aromatic hydrocarbons, arsenic, and lead. The property underwent soil remediation in 2009 and groundwater monitoring has been ongoing since. There are four monitoring wells: MW-03, MW-16, MW-18, and the newly installed MW-19 (see Appendix A, Attachment A), which have levels of vinyl chloride still above cleanup levels. MW-19 was installed in late 2015 at the request of ECOLOGY. To date, the City has relied on natural attenuation, which is occurring slowly.

The City and WSDOT had an agreement to use the proceeds from the sale of the property to pay for assessment and cleanup activities. This funding is exhausted. The City is currently negotiating with WSDOT on additional cleanup funds.

TASKS TO BE COMPLETED:

Task 1 – Assessment for SE Portion of Property

The objective of this task is to further assess and characterize the SE portion of the property to obtain an NFA letter from ECOLOGY. The assessment will build on previous investigations and will provide additional, more recent data.

The scope of work for this task was developed under the Voluntary Cleanup Program, and approved by ECOLOGY, includes the following activities:

- a. Prepare Focused Feasibility Study and Disproportionate Cost Analysis (FFS/DCA) to evaluate and identify a remedial alternative for contamination present on the SE portion of the property;
- b. Prepare Groundwater Monitoring Plan for MW-19;
- c. Perform Groundwater Monitoring for MW-19 (3 Sampling Events);
- d. Chemical analysis of groundwater samples.
- e. Reporting of Results for MW-19 (1 Report); and

- f. Additional assessment of the LIHI Parcel, if need

Task 2 – Semi Annual Groundwater Monitoring

The objective of this task is to perform groundwater monitoring and analysis at existing wells on the property (MW-03, MW-16, and MW-18) to monitor natural attenuation of chlorinated solvents and associated degradation products. The groundwater monitoring will be performed in general accordance with the Compliance Monitoring Plan by GeoEngineers in 2010. The scope includes:

- a. Groundwater sampling and analysis (2 Sampling Events);
- b. Field work including measuring depth of groundwater at wells before sampling, purging the groundwater monitoring wells; obtaining groundwater samples; recording water quality parameters, and submitting samples for testing;
- c. Chemical analysis of groundwater samples; and
- d. Offsite disposal of investigation derived waste.

Task 3 – Treatment Work Plan

The objective of this task is to prepare a treatment work plan for in situ treatment of groundwater at the property. The treatment work plan will include:

- Describing the treatment approach;
- Determining the application methodology;
- Project reporting; and
- Updating the Compliance Monitoring Health and Safety Plan.

Due Dates: Deliverables identified in Tasks 1 thru 3 shall be completed, approved, and accepted by Ecology by **July 31, 2016**.

Budget for 318 State Avenue Property:

| Item | Description | Amount |
|-------------|--|---------------|
| 1 | Task 1- Assessment for SE Portion of Property | \$44,000.00 |
| 2 | Task 2 – Semi Annual Groundwater Monitoring | \$19,250.00 |
| 3 | Task 3 – Treatment Work Plan | \$16,000.00 |
| | Total Project Cost (Not to Exceed) | \$79,250.00 |

2. WATER STREET REDEVELOPMENT AREA

STATEMENT OF WORK: The City of Olympia will provide environmental assessment services for the Water Street Redevelopment Area in Olympia, Washington. The objective of the environmental assessment is to identify potential environmental concerns at the 10 properties that comprise the Water Street Redevelopment Area. These assessment activities will build on previous investigations conducted on two of the properties to further develop a thorough understanding of subsurface conditions and associated environmental liability. The findings of the assessments will support the City's ability to make informed decisions regarding future actions for this area and understand the risks related to additional necessary cleanup and for any potential redevelopment in the area.

BACKGROUND: In 1995, the city acquired the 4,000-square-foot GHB building at 407 Water St SW, former site of the Olympia Alano Club. In 2007, the city bought the adjacent 900-square-foot Little Da Nang site at 301 Fourth Ave West. In December 2015, WM Dickson Company demolished buildings on these two city properties.

A gas station was located at 301 Fourth Avenue West site from the mid-1920s until at least the late 1940s - possibly until as late as the late 1970s. A 2002 replacement of a utility pole at the corner of 4th Avenue West and Water Street SW (northeast corner of this property) discovered petroleum hydrocarbons in the soil and groundwater, but could not be excavated without significant damage to the streets. A site investigation report was completed for the site in 2007. Three of eight soil samples from borings on this site detected gasoline-range hydrocarbons at concentrations greater than MTCA Method A cleanup levels. Groundwater samples from the same three borings also detected gasoline-range hydrocarbons at concentrations higher than MTCA cleanup levels. Benzene was detected at concentrations exceeding MTCA cleanup levels in two of those same borings. In situ oxidation remediation of soil and ground water was recommended for this site. The report noted the possibility that the contamination may have migrated from another historic fueling station at the northwest corner of Columbia Street and 5th Avenue, southeast of the site (the location of the current Bank of America building).

A Phase 1 Environmental Site Assessment was completed for the 407 Water Street property in February 2015. This report recommends additional investigation of groundwater at the site because of potential of contamination from off-site sources.

Since 2014, the City of Olympia has been working toward establishing a Community Renewal Area under Chapter 35.81 of the Revised Code of Washington. The goal of this process is to redevelop key properties in Olympia's downtown through a partnership with a private developer. The Water Street Redevelopment Area was defined as the first set of key properties to be redeveloped because of its proximity to the waterfront, Heritage Park, Percival Landing and other downtown attractions.

Through a competitive process, Olympia has selected Urban Olympia, a local private development firm, as partner to create a redevelopment plan for the area. The city's basic goals for the 1.09-acre area include a mix of housing, businesses, and parking. Urban Olympia and the City of Olympia have reached agreement on the process to conduct due diligence and property acquisition negotiations with current property owners. This funding would be used to continue environmental

assessments of the properties within the redevelopment area to better understand next steps necessary toward cleanup and potential redevelopment of the properties.

TASKS TO BE COMPLETED:

Task 1 – Historical Research

The objective of this task is to investigate the historical uses of the 10 identified properties within the Water Street Redevelopment Area, and to identify any potential recognized environmental concerns. It is expected that significant time and cost savings can be realized in this task given the contiguous nature of the properties within this Redevelopment Area.

The scope of work for this task includes the following activities:

1. Records Review.
 - Conduct a records review per ASTM E1527-13 Section 8. The 10 individual properties can be treated as a contiguous block when determining the minimum search radius distances.
2. Site Reconnaissance.
 - Perform a Site visit to each individual property including a review of both exterior and interior for potential environmental concerns. Should access to the properties/building not be available, a note of this limitation must be included in the final report.
3. Interviews.
 - Interview present and past owners, operators, and occupants of the property and local government officials for each individual property. If any of these individuals cannot be contacted, a note of this limitation must be included in the final report.
4. Report.
 - One report covering the area including at a minimum:
 - Scope of Services,
 - Findings that identify recognized environmental conditions at each property,
 - Professional opinion on the recognized environmental conditions at each property,
 - Recommendations on additional needed environmental investigations for each property,
 - Data gaps and limitations,
 - Conclusion summarizing all recognized environmental conditions in the Redevelopment Area.

Task 2 – Phase 2 Boring Investigation

The objective of this task is to investigate potential subsurface environmental impacts in the Water Street Redevelopment Area. The findings from the historical research performed in Task 1 will be used to determine the best location for approximately four shallow subsurface borings/groundwater monitoring wells. If access to the individual properties within this

redevelopment area poses issues, the proposed borings/monitoring wells will be placed in the City of Olympia Rights-of-Way.

The scope for this task includes:

- e. Prepare a work plan, for Ecology's review, outlining the proposed locations of the borings/monitoring wells, sampling and analysis plan, quality assurance project plan, health and safety plan, and schedule. The historical research performed in Task 1 should be used to help place the proposed borings/monitoring wells.
- f. Following Ecology's review and acceptance of the work plan, the field work should be undertaken including advancing soil borings, installation of groundwater monitoring wells, collection of soil and groundwater samples for submission to the contract laboratory, chemical analysis of soil and groundwater samples for the identified constituents of concern, and collection of depth to groundwater measurements for use in the determination of groundwater flow directions.
- g. Prepare a Remedial Investigation report documenting the findings from the subsurface soil boring/monitoring well investigation.

Due Dates: Deliverables identified in the Tasks shall be completed, approved, and accepted by Ecology by **July 31, 2016**.

Budget for Water Street Redevelopment Area:

| Item | Description | Amount |
|-------------|--|---------------|
| 1 | Task 1- Historical Research | \$10,000.00 |
| 2 | Task 2 – Phase 2 Boring Investigation | \$51,288.00 |
| | Total Project Cost (Not to Exceed) | \$61,288.00 |

**APPENDIX B
TO IAA NO. C16000140
TERMS AND CONDITIONS
FOR FEDERALLY FUNDED AGREEMENTS**

1. GENERAL:

- A. In addition to state of Washington requirements identified in the Interagency Agreement, this appendix adds supplemental special and general terms and conditions for federally funded agreements.
- B. For this agreement, ECOLOGY is the RECIPIENT of federal funds and OLYMPIA is a CONTRACTOR of Ecology.

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

- A. OLYMPIA must complete the FFATA Data Collection Form (ECY 070-395) (**Attachment A** to this appendix) and return it with the signed IAA agreement to ECOLOGY.
 - 1). If OLYMPIA meets each of the criteria below it must then 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.
 - B. 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.fsrc.gov within 30 days of the effective date of this agreement. The effective date is the date the agreement is signed by ECOLOGY. The FFATA information will be available to the public at www.usaspending.gov.
 - C. For more details on FFATA requirements, see www.fsrc.gov.

3. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR
VOLUNTARY EXCLUSION

- A. OLYMPIA, 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 OLYMPIA is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- B. OLYMPIA shall provide immediate written notice to ECOLOGY if at any time OLYMPIA learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- C. 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, which is included by reference. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- D. OLYMPIA agrees it shall not knowingly enter into any lower tier covered transaction with a person/contractor 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.

- E. OLYMPIA further agrees by signing this agreement, that it will include this clause titled "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.
- F. Pursuant to 2CFR180.330, OLYMPIA is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- G. OLYMPIA 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.
- H. OLYMPIA agrees to keep proof in its agreement file, that it, and all lower tier contractors and subcontractors, are not suspended or debarred, and will make this proof (i.e. signed certifications from lower tier constructors and subcontractors) available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

**Federal Funding Accountability and Transparency Act (FFATA)
Data Collection Form**



Federal funds that require compliance with the Federal Funding Accountability and Transparency Act support this agreement between The Department of Ecology (ECY) and your organization. The purpose of the Transparency Act is to make information available online so the public can see how recipients spend federal funds.

Your organization must have a Data Universal Numbering System (DUNS®) number to comply with the act and be eligible to enter into this agreement. If you do not already have one, you may get a DUNS number free of charge by contacting Dun and Bradstreet at www.dnb.com. ECY also encourages registration with the Central Contractor Registration (CCR) to reduce data entry by both ECY and your organization. You may register with CCR free of charge at www.ccr.gov. ECY will report information about your organization and this agreement to the federal government as required by Title 2 CFR, Part 25. The public can view this information on the federal government website www.USASpending.gov.

ECOLOGY AGREEMENT # _____

Recipient Information – For Recipient Use Only

| | | | |
|--|------------------|----------------|----------------------------|
| 1. Legal Name | | 2. DUNS Number | |
| 3. Principle Place of Performance | | | |
| 3a. City | | 3b. State | |
| 3c. Zip+4 | | 3d. Country | |
| 4. Are you registered in CCR? <input type="checkbox"/> YES. Skip to signature block. Sign, date and return. <input type="checkbox"/> NO. Continue with 5. | | | |
| 5. In the preceding fiscal year did your organization: | | | |
| a. Receive 80% or more of annual gross revenue from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and | | | |
| b. \$25,000,000 or more in annual gross revenues from federal contracts, subcontracts, grants, loans, subgrants, and/or cooperative agreements; and | | | |
| c. The public does not have access to information about the compensation of the executives through periodic reports filed with the IRS or the Security and Exchange Commission per 2 CFR Part 170.330. | | | |
| <input type="checkbox"/> NO. Skip to signature block. Sign, date and return. | | | |
| <input type="checkbox"/> YES. You must report the following information for the five (5) most highly compensated executives in your organization. Sign, date and return. | | | |
| | Name Of Official | Position Title | Total Compensation Amount* |
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| 5. | | | |
| *Note: "Total compensation" means the cash and noncash dollar value earned by the executive during the subrecipient's past fiscal year. (For more information, see 17 CFR 229.402 (C)(2)). | | | |

By signing this document, the Authorized Representative attests to the information above.

| | | |
|--|------------|------|
| Signature of Authorized Representative | Print Name | Date |
|--|------------|------|

Please sign and return this document with the signed agreement. The Department of Ecology will not pay any invoices until it receives this completed and signed form.
If you need this document in a format for the visually impaired, call Leann Ryser at (360) 407-7054. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-8341.
ECY 070-395 (3/11) Page 1 of 2

**Federal Funding Accountability and Transparency Act (FFATA)
Data Collection Form**

For Department of Ecology Use Only

| |
|---|
| ECY Agreement Number |
| Subaward Project Description (see instructions and example below) |

Instructions for Subaward Project Description:

In the first line of the description, provide a title for the subaward that captures the main purpose of the subrecipient's work. Then, indicate the name of the subrecipient and provide a brief description that captures the overall purpose of the subaward, how the funds will be used, and what will be accomplished.

Example of a Subaward Project Description:

Increase Healthy Behaviors: Educational Services District XYZ will provide training and technical assistance to chemical dependency centers to assist the centers to integrate tobacco use into their existing addiction treatment programs. Funds will also be used to assist centers in creating tobacco-free treatment environments.