



Washington  
State Department of  
Agriculture

Compost  
Reimbursement  
Program

1111 Washington St SE, Olympia, WA 98504 | [compost@agr.wa.gov](mailto:compost@agr.wa.gov) | (360) 974-9797

**Compost Reimbursement Program Grant Agreement Face Sheet**

Contract Number: SAMPLE | Application ID: SAMPLE

<u>Grantee</u>	<u>Grantee Doing Business As (If applicable)</u>
<u>Grant Start Date</u> 07/01/2024	<u>Grant End Date</u> 06/30/2025
<u>WSDA Representative</u>	<u>Grantee Representative</u>
<u>Grant Amount</u>	<u>UBI</u>
<u>Previous CRP Contract Numbers</u>	<u>Statewide Vendor Number</u>

The Compost Reimbursement Program is established under [RCW 15.04.420](#). This grant program reimburses farming operations for the purchase and use of compost products from facilities with solid waste handling permits or that are permit exempt. Purchases eligible for reimbursement include transportation, spreading equipment, labor, fuel, and maintenance costs associated with spreading equipment.

To be eligible to participate in the reimbursement program, a farming operation must verify that it will allow soil sampling to be conducted by the Washington State Department of Agriculture (WSDA) upon request before compost application and until at least 10 years after the last grant funding is used by the farming operation, as necessary to establish a baseline of soil quality and carbon storage and for subsequent department evaluations to assist the department's reporting requirements under [RCW 15.04.420\(8\)](#).

By participating in the Compost Reimbursement Program, the farming operation agrees to collect soil samples per the Program's Soil Sampling Protocol. The farming operation also agrees to provide qualitative information, as requested by WSDA, to assist the department's reporting requirements. Farming operations located on leased land must ensure that the landowner has agreed to these requirements. All program records and data are subject to public disclosure as part of the Public Records Act.

The WSDA Compost Reimbursement Program is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov).

**The farming operation must collect a soil sample prior to compost application.**

WSDA will distribute reimbursement funds, subject to the following limitations:

- (a) A farming operation is not eligible to receive reimbursement if the farming operation's application was not found eligible for reimbursement by the department prior to the transport or use of compost;
- (b) A farming operation is not eligible to receive reimbursement for more than 50 percent of the costs it incurs each fiscal year for the

purchase and use of compost products, including transportation, equipment, spreading, and labor costs;

(c) A farming operation is not eligible to receive more than the amount stated in this Agreement Face Sheet;

(d) A farming operation is not eligible to receive reimbursement for its own compost products or compost products that it has transferred, or intends to transfer, to another individual or entity, whether for compensation; and

(e) A farming operation is not eligible to receive reimbursement for compost products that were not purchased from a facility with a solid waste handling permit or a permit exempt facility.

The Grantee shall indemnify and hold harmless the state and its officers, agents, and employees from all claims arising out of or resulting from the purchase or use of compost products subject to the Compost Reimbursement Program.

**WSDA and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above.** The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including applicable federal and state of Washington statutes and, regulations, and policies, the Agreement Face Sheet, Terms and Conditions, Soil Sampling Protocol for the Compost Reimbursement Program, and Attachment A. **GRANTEE MUST REPAY WSDA ALL FUNDS RECEIVED IF GRANTEE DOES NOT COMPLY WITH ALL THE CONDITIONS OF THIS AGREEMENT.**

<b>FOR GRANTEE</b> <i>By signing this Agreement, I bind the Grantee to this Agreement and certify that I am authorized to do so.</i>		<b>FOR LANDOWNER</b> <i>By signing this Agreement, you certify that you are authorized to sign on behalf of the landowner of this property and certify that the landowner will allow soil sampling to be conducted by WSDA upon request until at least 10 years after the last grant funding is used by the farming operation.</i>	
<u>Signature</u>		<u>Landowner Name</u>	
<u>Date</u>		<u>Signature</u>	
<u>Signatory Name</u>		<u>Date</u>	
<u>Title</u>		<u>Signatory Name</u>	
		<u>Title/Position</u>	
<b>FOR WSDA</b>			
<u>Signature</u>		<u>Date</u>	
<u>Name</u> Amy Clow		<u>Title</u> Quarantine, Compost, and Rules Coordinator	

Contract Number: SAMPLE

# **Compost Reimbursement Program**

## **Grant Agreement Terms and Conditions**

### **(1) DEFINITIONS**

The following definitions apply throughout this Agreement.

"Agreement" or "Grant" means this Grant Agreement between WSDA and Grantee.

"Grant Amount" means the total amount of funding available under this Agreement, as set forth on the Agreement Face Sheet.

"Grantee" means the entity identified as the Grantee on the Agreement Face Sheet. "Grantee" includes all employees and agents of the Grantee.

"Reimbursement Application" means the application submitted by the Grantee to WSDA requesting reimbursement for purchases made or costs incurred meeting the requirements listed in [RCW 15.04.420\(5\)](#).

"Soil Sampling" means the process of extracting a small volume of soil for subsequent analysis at a laboratory.

"WSDA" means the Washington State Department of Agriculture.

### **(2) GRANT MANAGEMENT**

The representatives listed on the face sheet of this Agreement for each of the parties shall be responsible for and shall be the contact person for all communications and billings related to the performance of this Agreement. Each party will notify the other of any change in representatives in writing. Email shall be the primary means of written communication. An email message is sufficient for written notice required by this Agreement unless otherwise specified in a specific provision.

### **(3) GENERAL OBLIGATIONS**

Pursuant to the purpose set out in the Agreement Face Sheet and acting under the authority of [RCW 43.23.030](#), WSDA has found the Grantee eligible for and issued a conditional award letter to the Grantee for reimbursement for the items described in Attachment A. Grantee must perform in accordance with this Agreement's terms and conditions, its proposed activities as described in Attachment A, WSDA Compost Reimbursement Program instruction, and all applicable federal, state and local laws, ordinance, or regulation, including, but not limited to, [RCW 15.04.420](#). A violation of any applicable law, ordinance, or regulation is a violation of this Agreement that WSDA has the discretion to determine is a basis to terminate this Agreement.

### **(4) FUNDING**

Grantee will receive reimbursement up to the total amount shown on the Agreement Face Sheet, for items listed in Attachment A, in an amount no more than fifty percent (50%) of the costs it incurs each fiscal year for the purchase and use of compost products (including transportation, equipment, spreading, and labor costs) consistent with the proposed activities described in Attachment A. WSDA will make payments on reimbursement basis only. Requests for reimbursement may be denied if they exceed the usual and customary market rate for similar goods or services.

### **(5) APPLICABLE LICENSING, PERMITTING, OR INSPECTION**

Grantee is solely responsible for meeting all applicable licensing, permitting, or inspection requirements prior to application of compost, including but not limited to the soil sampling requirements listed in section 12. The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local and state and federal governments, as now or hereafter amended.

### **(6) PERIOD OF PERFORMANCE**

The period of performance for the Project is between the Grant Start Date and the Grant End Date shown on the Agreement Face Sheet.

### **(7) ALLOWABLE AND DISALLOWED COSTS**

1. Expenses submitted by Grantee in the Reimbursement Form are the only allowable costs for reimbursement.
2. Up to fifty percent (50%) of allowable costs are eligible for reimbursement, subject to WSDA's review and approval of the documentation described in the Reimbursement Form.
3. Disallowed costs are Ineligible Expenses including, but not limited to:
  - a. Any expenses exceeding the Grant Amount on the Agreement Face Sheet.

- b. Any expense incurred or paid by Grantee before the fiscal year in which reimbursement is sought, or after the Reimbursement Form has been submitted.
  - c. Any expense that is not for the purchase and use of compost products from a facility with a solid waste handling permit or a permit exempt facility (expenses for the transportation, equipment, spreading, and labor costs associated with such compost products may be reimbursable).
  - d. Any expense incurred or paid by Grantee for their own compost products (including compost products produced by a subsidiary of the Grantee) or compost products that the Grantee has transferred, or intends to transfer, to another individual or entity, whether or not for compensation.
  - e. Any expense incurred or paid by Grantee for compost products that were not purchased from a facility with a solid waste handling permit or a permit exempt facility.
  - f. Any expense covered by other federal, state, or local governmental funding or insurance payment.
  - g. Any expense incurred in violation of any applicable law, ordinance, or regulation.
  - h. Any expense that is not primarily associated with the proposed activities described in Attachment A.
  - i. Expenses associated with equipment rentals that exceed the usual and customary market rate for similar equipment.
4. Disallowed costs are not eligible for reimbursement.
  5. The Grantee is liable for the repayment to WSDA of any expenses that are determined by audit or WSDA to be disallowed costs.

## **(8) MODIFICATION**

1. The Parties may modify or amend the Agreement by prior mutual consent. No modifications or amendments are binding unless in writing and approved by WSDA.
2. WSDA may unilaterally extend the date by which funds are to be expended.
3. WSDA, at its discretion, may approve Grantee-requested adjustments to Approved Cost Items without modifying or amending this Agreement, provided the adjustments do not affect the total award amount. Adjustments are not effective unless the Grantee requests and receives approval in advance in writing from WSDA.

## **(9) PAYMENT PROCEDURES**

1. Grantee must register in the Washington Statewide Vendor/Payee System. If the Grantee does not have a Statewide Vendor Number (SVN), Grantee may register online at <https://ofm.wa.gov/it-systems/accounting-systems/statewide-vendorpayee-services>.
2. Requests for reimbursement of allowable costs must be made using the Reimbursement Form. Requests must be supported by appropriate receipts, paid invoices, or other financial records such as contractor invoices or copies of cashed checks. Detail and documentation must be sufficient for WSDA to confirm that the expense is allowable, budgeted, and accurately calculated.
3. WSDA will review the Reimbursement Form prior to approving for payment. WSDA may reject and return deficient reimbursement requests in whole or in part and withhold payment pending correction by the Grantee. WSDA may request additional information or documentation to support a reimbursement request. WSDA may also disallow all or part of the cost of an activity or action not in compliance with this Agreement, and may partially suspend or terminate the Agreement.
4. Grantee will send an invoice to WSDA for reimbursement of eligible expenses.
5. WSDA will pay invoices within 60 days of receipt.
6. Grantee may only submit one request for reimbursement per fiscal year beginning July 1st and ending June 30th, for costs incurred during that fiscal year.
7. Grantee must submit the invoice for reimbursement on or before June 30th.
8. Grantee may submit only one request for reimbursement under this Grant Agreement.

## **(10) RETENTION OF EQUIPMENT AND IMPROVEMENTS**

1. Title to equipment and improvements purchased with grant funds vests in the Grantee.
2. Equipment purchased with grant funds must remain in use for the intended purpose for at least 3 years from the end of agreement time period.
3. Grantee is liable for repayment of funds expended for equipment and improvements not retained by Grantee in accordance with this provision. WSDA may, in its discretion, pro rate the amount of repayment.

## **(11) PROCUREMENT**

1. All procurement transactions will be conducted in a manner to provide, to the extent practical, open and free competition. Grantee must make positive efforts to assure that small, minority-owned, and women-owned businesses are used when possible.
2. Grantee must conduct suspension and debarment checks prior to entering into any contract (vendor/purchase) with value of \$25,000 or more, including the requirement to include this in all lower tier covered transactions, by searching records System for Award Management (SAM) at <https://sam.gov/SAM/> or requiring contractors to provide written certification that they are not debarred or

suspended from receiving federal funds.

3. If the Grantee or any of its contractors, at any time after award, are debarred or suspended, they are required to immediately report this to WSDA.

## **(12) SOIL SAMPLING**

1. Grantee must perform soil sampling prior to compost application and until at least 10 years after the last grant funding is used by the Grantee. Soil sampling must be performed as described in the most recent version of the Program's Soil Sampling Protocol.
2. Grantee must send soil samples, as described in the Program's Soil Sampling Protocol, to a WSDA approved laboratory for analysis.
3. Grantee (and the landowner where the farming operation is located on leased land) must ensure and allow soil sampling to be conducted by WSDA upon request before compost application and until at least 10 years after the last grant funding is used by the Grantee, as necessary to establish a baseline of soil quality and carbon storage and for subsequent department evaluations to assist with WSDA's reporting requirements.
4. Grantee must provide qualitative information, as requested by WSDA, to assist the department's reporting requirements.
5. In the event the grantee is found to be out of compliance with this section, WSDA reserves the right to recapture funds consistent with section 16.

## **(13) CERTIFICATION REGARDING DEPARTMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

By signing this Agreement, Grantee certifies it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

## **(14) SITE VISIT EVALUATIONS**

1. WSDA may conduct a site visit at any time up to the end of the grant date and will provide a three-day notice. To the extent possible, all site visits will be scheduled on mutually acceptable dates.
2. Grantee must ensure that WSDA is provided a right of access to the site, including fields, as well as ensuring that WSDA is allowed to conduct soil sampling at any time until at least 10 years after the last grant funding is used by the Grantee.
3. Grantee must ensure that WSDA is provided a right of access to any books, documents, papers, or other records related to performance of this Agreement. If the property is leased, WSDA may request a copy of the executed lease at any time and up to 3 years after the Grant End Date.

## **(15) COMPLIANCE ENFORCEMENT ACTIONS**

1. WSDA may take action for Grantee's failure to comply with the Agreement terms and conditions, including soil sampling requirements, in accordance with all applicable statutes, regulations, and policies. The type of the enforcement action may depend on the severity and duration of the non-compliance.
2. WSDA will provide Grantee notice and 20 days in which to correct the non-compliance before taking an enforcement action; repeated or continued non-compliance is ground for termination for cause.
3. WSDA's enforcement remedies include, but are not limited to:
  - a. Disallowance of costs for all or part of the cost of the activity or action not in compliance, or for non-compliant invoicing or reporting.
  - b. Withholding of payments.
  - c. Recapture of funds.

## **(16) RECAPTURE FUNDS**

1. If Grantee fails to perform under this Agreement in compliance with state laws, federal laws, and/or the provisions of this Agreement, WSDA reserves the right to recapture all or any portion of funds disbursed under the Agreement.
2. When it is discovered that Grantee has received reimbursement for a disallowed expenditure or if WSDA determines that Grantee's records are insufficient to support a conclusion that the expenditure is allowable, WSDA may allow Grantee to repay the amount within 30 days of notification or deduct the amount from a subsequent Request for Reimbursement.

## **(17) INSURANCE**

1. Grantee must maintain Commercial General Liability Insurance coverage, including contractual liability, in adequate quantity to protect against legal liability arising out of Agreement activity.
2. In the event that services delivered pursuant to this Agreement involve the use of vehicles, either owned or not owned by Grantee, Grantee shall provide automobile liability insurance.
3. The intent of the required insurance is to protect the State from any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of Grantee, contractors, or agents of either, while performing under the terms of this

Agreement.

## **(18) PROPRIETARY INFORMATION**

Grantee acknowledges WSDA is subject to [chapter 42.56 RCW](#), the Public Records Act, and that this Agreement and any records Grantee submits to WSDA under this Agreement or that are generated by WSDA related to this Agreement (including soil sampling data) are public records as defined in [RCW 42.56](#).

## **(19) RECORDS MAINTENANCE**

1. Grantee shall maintain books, records, documents and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. The records must be sufficient to demonstrate that the funds have been used in accordance with this Agreement. At no additional cost, these records, including materials generated under the agreement, shall be subject at all reasonable times to inspection, review, or audit by personnel duly authorized by the Agency, the Office of the State Auditor, and federal officials so authorized by law, rule, regulation, or contract.
2. The Grantee will retain all books, records, documents, and other materials relevant to this Agreement for six years following the date of final payment. If additional litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

## **(20) ACCESS**

Notwithstanding any other provision in this Agreement, WSDA or the State Auditor and any of their representatives shall have full access to and the right to examine all of the Grantee's records with respect to all matters covered in this Agreement. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for six (6) years from the date final payment is made.

## **(21) INDEPENDENT CAPACITY OF GRANTEE**

The Grantee and its employees or agents performing under this Agreement are not employees or agents of the state of Washington or WSDA. The Grantee will not hold itself out as or claim to be an officer or employee of WSDA or of the state of Washington, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

## **(22) ASSIGNMENT**

The Grantee shall not assign this Agreement without WSDA's prior written consent.

## **(23) REGISTRATION WITH THE DEPARTMENT OF REVENUE**

Grantee must register with the Washington State Department of Revenue.

## **(24) TAXES**

Grantee is responsible for payment of all taxes due on payments under this Agreement. Grantee is solely responsible for all payroll taxes, unemployment and paid family medical leave contributions, any other taxes, insurance or other expenses for the Grantee or its staff.

## **(25) TERMINATION OR SUSPENSION PRIOR TO GRANT END DATE**

1. For Convenience: Either party may terminate this Agreement upon 30 days' prior written notice to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of the Agreement prior to the effective date of termination.
2. For Cause: If WSDA determines the Grantee has failed to comply with the conditions of this Agreement, and fails to cure the non-compliance, WSDA has the right to terminate this Agreement. Before terminating the Agreement, WSDA shall notify the Grantee in writing of the need to take corrective action. If the failure is not cured within 20 calendar days, WSDA may seek recapture of funds.
3. For Loss of Funding or Government Shutdown: If funding from any source is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to normal completion, WSDA may immediately terminate or suspend the Agreement without advance notice. In lieu of termination or suspension, the parties may amend the Agreement to reflect the new funding limitations and conditions. If temporary federal or state government shutdowns occur for any reason, WSDA may suspend this Agreement or delay payments due under it without advance notice.
4. Suspension: If WSDA suspects the Grantee has failed to comply with the conditions of this Agreement, WSDA may temporarily suspend the Agreement while it investigates any non-compliance.



## **(26) CONFLICT OF INTEREST**

Grantee must avoid conflicts of interest in procurement and contracting. Conflicts of interest include, but are not limited to, officers or employees of the Grantee individually receiving a gratuity, favor, or anything of value from a vendor or contractor. Notwithstanding any determination by the Executive Ethics Board or other tribunal, WSDA may terminate this Agreement for cause if WSDA finds, after notice and examination, that there is a violation of the Ethics in Public Service Act, [chapter 42.52 RCW](#), or if the Grantee has acted in a manner that would violate [RCW 42.52](#) if the Grantee was a state employee, or any similar statute involving the Grantee in the procurement of, or performance under this Agreement. WSDA may terminate this Agreement for cause and without notice of need to take corrective action if the Agency finds that the Grantee is involved any activity that would be a violation of [RCW 42.52](#), or any similar statute in connection with the procurement of or performance under this Agreement.

## **(27) DISCLAIMER OF LIABILITY**

WSDA is not liable for claims or damages arising from the Grantee's performance of this Agreement.

## **(28) INDEMNIFICATION**

To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless the State of Washington, agencies of the State and all officials, agents and employees of the State, from and against all claims arising out of or resulting from the purchase or use of compost products subject to the Compost Reimbursement Program and for all claims arising out of or resulting from the performance of the Agreement. Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantees' agents, employees, representatives, or any subcontractor or its employees. Grantee expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Grantee's or any subcontractor's performance or failure to perform the Agreement and for all claims arising out of or resulting from the purchase or use of compost products subject to the compost reimbursement program.

Grantee's obligation to indemnify, defend, and hold harmless the State shall not be eliminated or reduced by any actual or alleged concurrent negligence of State or its agents, agencies, employees and officials. Grantee waives its immunity under [Title 51 RCW](#) to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

## **(29) ATTORNEYS' FEES**

In the event of litigation or other action brought to enforce Agreement terms, each party agrees to bear its own attorneys' fees and costs.

## **(30) WAIVER**

A failure by either party to insist on strict performance by the other party of any provision in this Agreement shall not constitute a waiver of the other party's obligations. Waiver of any right must be in writing and signed by an authorized representative of the party waiving the right.

## **(31) SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

## **(32) SURVIVAL**

The terms, conditions, and warranties in this Agreement that by their sense and context are intended to survive the completion of performance, cancellation or termination of this Agreement shall so survive. Such provisions include but are not limited to the following sections of this Agreement: Recapture Funds, Records Maintenance, Indemnification, Governance, and the soil sampling requirements listed in section 12.

## **(33) GOVERNANCE**

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. In the event of a lawsuit involving this Agreement, venue shall be proper only in Thurston County, Washington.

## **(34) NONDISCRIMINATION**

Grantee must comply with all applicable federal and state nondiscrimination laws and regulations, including, but not limited to [chapter 49.60 RCW](#), Washington's law against discrimination, and [42 USC 12101 et seq.](#), the Americans with Disabilities Act (ADA).

1. Nondiscrimination Requirement. During the term of this Agreement, Grantee, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, Grantee, including any subcontractor, shall give written notice of this

nondiscrimination requirement to any labor organizations with which Grantee, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

2. **Obligation to Cooperate.** Grantee, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that Grantee, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).
3. **Default.** Notwithstanding any provision to the contrary, WSDA may suspend Grantee, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until WSDA receives notification that Grantee, including any subcontractor, is cooperating with the investigating state agency. In the event Grantee, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), WSDA may terminate this Agreement in whole or in part, and Grantee, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. Grantee or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.
4. **Remedies for Breach.** Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, Grantee, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. Grantee may also be required to repay grant funds pursuant to Section 16 (Recapture) of the Terms and Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. WSDA shall have the right to deduct from any monies due to Grantee or subcontractor, or that thereafter become due, an amount for damages Grantee or subcontractor will owe WSDA for default under this provision.

### **(35) RIGHTS AND REMEDIES NOT EXCLUSIVE**

The rights and remedies of the parties provided in this Agreement are not exclusive and are in addition to any other rights and remedies available at law or in equity.

### **(36) ORDER OF PRECEDENCE**

In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal and state of Washington statutes, regulations, and policies.
2. The Agreement Face Sheet.
3. Terms and Conditions.
4. Soil Sampling Protocol for Compost Reimbursement Program Grants, as revised. Grantee acknowledges that the Soil Sampling Protocol may be revised by WSDA from time to time and agrees that the most recent version of the Guidelines shall be applicable. WSDA will post notice on its website ([bit.ly/wsdacompost](http://bit.ly/wsdacompost)) drawing attention to the sections of the Guidelines that have been revised.
5. WSDA Compost Reimbursement Program instruction.
6. Attachment A, Eligibility Application.

### **(37) ENTIRE AGREEMENT**

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