INTERAGENCY AGREEMENT NO. C1200061 BETWEEN THE STATE OF WASHINGTON AND CITY OF REDMOND

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY", and the CITY OF REDMOND, hereinafter referred to as "REDMOND."

AGREEMENT PURPOSE

The purpose of this agreement is to provide funding for the Partner government to hire a "Local Source Control Specialist" (LSCS) as part of the Local Source Control Partnership. The LSCS will provide technical assistance and education services to small businesses in an effort to prevent pollution of the urban waters of the state. The LSCS will make referrals to ECOLOGY as needed, and report measurable environmental results.

IT IS MUTUALLY AGREED THAT:

Under the Local Source Control Partnership, the Partner government will conduct multimedia source control site visits and pollution prevention activities to conditionally exempt small quantity generator (CESQG) businesses, designed to reduce or eliminate hazardous waste and pollutants at the source.

The Local Source Control Program expects to conduct a minimum of 2,500 site visits per year. We will work with individual jurisdictions to set site visit expectations to reach this target.

Ecology will coordinate this partnership through a Local Source Control Program Coordinator, and support collaborative efforts to protect and restore Puget Sound and the Spokane River Watershed. The Local Source Control Coordinator will work directly with partner governments to establish and monitor interagency agreements authorized under Chapter 39.34 RCW, InterPartner Cooperation Act.

The Local Source Control Specialists will continue to fill a critical gap at the local level by working with small businesses to avoid contamination and recontamination of previously cleaned up sites, reduce the impacts from stormwater pollution and eliminate potential sources of toxics and hazardous waste. The Local Source Control Specialist will fill an important role in providing small business technical assistance to comply with regulations and implement pollution prevention practices.

STATEMENT OF WORK

<u>REDMOND</u> 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 Attachments "A" and "B", attached hereto, and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on <u>July 1, 2011</u>, and be completed on <u>June 30, 2013</u>, unless terminated sooner as provided herein. Ecology reserves the option to review the contract after one year and adjust the scope of work and budget according to actual performance.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$ 158,256. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. If the jurisdiction finds itself unable to complete the contracted number of visits, the contract amount will be reduced proportionally. Compensation for service(s) shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Appendix "B" which is attached hereto and incorporated herein.

Purchase of source control tools for distribution to CESQG businesses may not exceed \$2,500.00 for the 24-month contract period. Any purchases of equipment or goods over \$1,000 must be pre-approved by the LSC Program Coordinator.

Overhead / Indirect Charges

Ecology prefers this rate to be charged on Salaries and Benefits only. If the partner jurisdiction calculates this on a different base, attach a complete explanation of the items in the base. Indicate the rate in the cell provided on Appendix B, Invoice Detail.

BILLING PROCEDURE

REDMOND shall submit invoices using state invoice voucher A19-1A on a quarterly basis (Jan-Mar, Apr-Jun, Jul-Sept, Oct-Dec) within 40 days following the end of the quarter, to the Partner Source Control Program Coordinator. Payment to REDMOND for approved and completed work will be made by warrant or account transfer by the Department of Ecology within 30 days of receipt of a properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. Invoices for the last month of the biennium (June, 2013), are due by July 30, 2013.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which 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 Agreement will be retained for six years after expiration 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 agreement 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.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the Department of Ecology. Data shall include, but not be limited to, site visit checklist data, 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.

PUBLICATION REQUIREMENTS- these requirements apply if publications are created for Ecology use.

- 1. Apply Plain Talk principles to the document: http://www.ecy.wa.gov/quality/plaintalk/resources/pub_expectations.pdf
- 1. Use the Department of Ecology logo. Request a copy of the logo from the agency's Communication Office (360) 407- 7006.
- 2. Include the agency approved ADA (American with Disabilities Act) language on the document. (Request the current language from the program's publication coordinator.)
- 3. Include an agency publication number. (Request a publication number from the program's publication coordinator.)
- 4. Provide an electronic copy of the document in software that meets the current graphics industry standards software and that Ecology employs.

INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement 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.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement 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. In the event of staff changes or layoffs directly affecting execution of this contract, Ecology reserves the right to periodically review and amend Appendix "A" and "B", the scope of work and budget, respectively.

TERMINATION

Either party may terminate this Agreement upon 30 days' prior written notification 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 this Agreement prior to the effective date of termination.

TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, 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 Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement 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 make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, 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.

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. The provisions of this Agreement shall be construed to conform to those laws.

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

- a. Applicable state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, 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.

WAIVER

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

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, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

ALL WRITINGS CONTAINED HEREIN

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.

CONTRACT MANAGEMENT

The project manager 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 Agreement.

The Contract/Project Manager for Ecology is: Julia McHugh, Hazardous Waste and Toxics Reduction Program, Washington State Department of Ecology, N. 4601 Monroe, Spokane, WA 99205-1295, 509-329-3551, jmch461@ecy.wa.gov

The Contract/Project Manager for the City of Redmond is: Amanda Balzer, Wellhead Protection Program, City of Redmond, MS: 2NPW, 15670 NE 85th Street, PO Box 97010, Redmond, WA 98073-9710, 425-556-2753, abalzer@redmond.gov

The parties have signed this Agreement.

Polly Zehm
State of Washington
Department of Ecology

John Marchione City of Redmond

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Denuty Director	917/11	Mayor	

Date

Title

Date

APPROVED AS TO FORM:

Title

ATTORNEY GENERAL'S OFFICE

Appendix A FY2011-13

Statement of Work

Scope of Work

Work Allocation: based on 1.0 FTE, LSC Specialist work is expected to fall within these general proportions:

- 75% Site visits (including local government specific activity)
- o 15% Education & Outreach
- o 10% Networking / Training

The City of Redmond will conduct site visits and provide technical assistance to conditionally exempt small quantity generators (CESQGs) and other small businesses that would benefit from source control assistance and are not being inspected by other agencies/programs. Details are included in Element 3. Local Government Specific Activity.

The City of Redmond will also initiate a Spill Kit Incentive Program (SKIP) to provide spill materials to businesses and assist them with pollution prevention preparedness.

Redmond's Local Source Control Specialist will collaborate with other jurisdictions to develop outreach materials and share resources.

Key Personnel

Staff	Est. %FTE	Role		
Jerallyn Roetemeyer	0%	Environmental Quality Manager		
Jeanne Justice	0%	Environmental Engineering Manager		
Amanda Balzer	0%	Provide technical guidance, contract management, and local inspection protocol development		
LSC Specialist	100%	Perform site visits, regional partnership training, participate in LSC program meetings, distribute spill kits		

Deliverables

Redmond is responsible for the bulleted deliverables that follow each task description below.

Element 1. Source Control Site Visits and Technical Assistance

The Local Source Control Specialist (LSCS) will conduct **300** source control site visits to small quantity generator (SQG) businesses during the biennium, within the following guidelines:

Identify and coordinate with respective Ecology Regional Offices on an ongoing basis, which
business sectors, watershed-based geographical areas, and/or priority toxic pollutants that will be
the focus of the site visit program. Ensure that businesses are not being visited by other Source
Control or Urban Waters staff, and that the business is not a Medium or Large Quantity
Generator.

A combination of data sources is recommended: local jurisdiction databases (GIS data, public utility, pre-treatment, stormwater, etc.), Ecology data bases (Facility Site data base, Hazardous

Waste Fee data base) Yellow Pages, WA Dept of Licensing, WA Dept of Revenue, county records, and internet search tools.

- Depending upon jurisdiction conditions, approximately 50% of the visits are to new, 'never-visited' small businesses or to those that have not received a LSC Specialist visit in 3 or more years, and approximately 50% for follow-up /return visits to resolve any high priority environmental issues (HPEI) found. This guideline will help determine business risk change and adoption of Best Management Practices.
- The following eleven HPEIs, extracted from the last page of the LSC checklist, are Ecology's top priorities for follow-up visits to ensure correction of the problem. Other issues found on-site and their follow-up are at the discretion of the local jurisdiction.

Hazardous Waste:

- o Properly designate waste
- o Properly dispose of waste
- o Properly store products/wastes
- o Repair or replace degraded open chemical containers

Stormwater:

- Correct illegal plumbing connection
- o Halt discharges of process wastewaters to storm drain
- o Properly store containerized materials
- o Properly store non-containerized materials
- o Clean and eliminate leaks and spills from storage areas

Spill Preparedness:

- o Spill materials available on site
- o Spill Procedures posted on site
- Ecology reserves the ability to direct a portion of business site visits towards specific priority sources or contaminants as follows:
 - o toxics in stormwater;
 - o copper, mercury, lead, cadmium and / or zinc sources
 - o vehicle repair, property management, paint & coatings, industrial operations, retail, marine, healthcare, agriculture, governmental operations, hospitality, school districts
 - sources of persistent, bioaccumulative and toxic contaminants (PBTs), such as Abandoned/Bankrupt sites or outdoor operational washing activities
- When unable to resolve the business' HPEIs, follow Ecology's business referral policy, outlined in the 'LSCP Contact and Referral Guide' (distributed prior to contract finalization).
- Complete Ecology's source control checklist for each site visit.
- Coordinate with local jurisdictions and Ecology's Regional Office in a timely manner regarding complaints about or from SQG businesses.
- Coordinate with respective Ecology Regional Offices to go on periodic site visits with regional staff to promote consistency and effectiveness of site visit techniques and conveying technical information to businesses.

• If completing contracted site visits prior to the end of the contract period, use 70% of remaining time to do additional site visits.

Element 2. Multi-media Technical Assistance

- During on-site visits and follow-up contact, provide technical assistance on waste and toxics reduction, storage, and disposal and pollution prevention. Follow-up assistance and general business outreach may be letters to or phone consultations with individual businesses, meetings, publications, newsletters, workshops, providing internet resources, and other forms of technical information distribution.
- Coordinate and collaborate to develop technical assistance messages and outreach materials
 and resources with Ecology technical staff and other internal local government personnel or
 functions such as fire marshal, code enforcement, storm water, wastewater treatment plant, and
 moderate risk waste staff.
- Utilize the services of the NW Pollution Prevention Resource Center (<u>www.pprc.org</u>) and Washington Stormwater Center (<u>www.cityofpuyallup.org/services/development-services/puyallups-stormwater-management-program/washington-stormwater-center/</u>) to promote business awareness and adoption of stormwater best management practices and pollution prevention techniques.
- Encourage businesses to participate in local green business programs, including the EnviroStars business certification program. http://envirostars.org/

Element 3. Local Government Specific Activity

The City of Redmond will:

Conduct site visits and provide technical assistance to conditionally exempt small quantity generators (CESQGs) and other businesses that would benefit from source control assistance. Criteria will include business location, type, and site visit history (i.e. no history of site visit will be a priority). Site visits will be conducted to address groundwater/soil, surface water, and stormwater protection, solid waste reduction, hazardous waste reduction, recycling, and pollution prevention. Outreach materials will be developed on these topics to distribute to business for quick reference during and after inspections. Sites that need substantial improvements to source control measures will receive a follow up site visit.

Initiate a Spill Kit Incentive Program (SKIP) to provide spill materials to businesses and assist them with pollution prevention preparedness. The City of Redmond has identified a lack of spill kits and spill preparedness as a common compliance issue among CESQGs. The SKIP program will include a nocharge spill kit, a laminated map of the site detailing drainage infrastructure and receiving water(s), and a site visit that will include basic training on spill kit use.

Redmond's Local Source Control Specialist will collaborate with other jurisdictions to develop outreach materials and share resources that are not otherwise available through the LSC Program, for distribution to businesses for quick reference during and after inspections.

Local Activity	Deliverable ECY database documentation of each inspection			
Perform 300 Site Visits				
Outreach Materials	Develop at least 2 outreach flyers (one flyer as			
	improved based on feedback/effectiveness of original			
	flyer)			
Spill Kit Incentive Program	Purchase kits and report on spill kits			
Reporting (Status and Effectiveness)	As required in Element 5 of Appendix A (below)			
Participate in Regional Technical	As required in Element 4 of Appendix A (below)			
Training				

• All materials developed to educate/assist businesses or to market the LSC Program internally or externally should be posted to the LSC SharePoint site within 30 days of completion of the piece.

Element 4. Technical Training

To meet the ongoing LSCS technical training needs, Ecology and LSC Program Partner jurisdictions will jointly develop and execute the 2011-13 technical training schedule. Parties will determine format (phone/video conference, webinar, live), and topics to be presented during the biennium. The LSCS will work with Ecology's LSC Program Coordinator to locate available resources and reference materials to bring these trainings to the LSC group-at-large.

- Venue 1: the monthly Local Source Control phone conference meetings, wherein each LSCS will
 determine, develop, and present materials and available resources showcasing a particular
 business sector or source control issue. Two or more LSCS may team up and/or hold a live
 event. All presentations will be coordinated with the LSC Program Coordinator, and all training
 materials will be organized in e-binders and posted to the LSC SharePoint site.
- Venue 2: a minimum of two bi-annual 'live' meetings to be held at an Ecology office, a partner
 jurisdiction, or other facility. Ecology and LSCS will coordinate to determine agenda content,
 guest speakers, technical resources including recording the training for future reference, and all
 other periphery details of event planning. The LSC Program Coordinator will designate the
 rotation of the specific group of jurisdictions to contribute to this effort.
- The LSCS are expected to attend and participate in regularly scheduled monthly conference calls, and attend Ecology-sponsored training events organized on their behalf.
- LSCS are encouraged to attend HazWoper training and other safety training to maintain knowledge and awareness of proper safety procedures.

Element 5. Reporting Results to Ecology

Site Visit Data Entry

- Credit for these types of site visits will be assigned upon completion of the data record in the LSC dB:
 - o Site Visit Complete;
 - Site Visit Screening or Incomplete (attempted but turned away);
 - o Site Visit Follow-Up or Return
- Data entry is expected to be thorough, complete, and timely. All site visit information collected on the checklist should be entered in the LSC data base within 30 days of each site visit, whether initial, follow-up, screening, or referral to a regulatory body.
- Local partner jurisdictions will ensure all data records are complete (either 'pending', 'closed', or 'referred') to promote quality assurance of the local source control data.
- To avoid under-reporting of work results, Ecology will provide individual LSC partners quarterly data base reports to identify/correct any incomplete data records.

Monthly Report

Local Partner Jurisdictions will complete a monthly report using the electronic 'Monthly Report' form provided on the Ecology Internet / Hazardous Waste and Toxics Reduction page, within 10 working days after the end of each month. This is meant to capture what the database does not: Best Management Practices implemented; specifics of Education and Outreach efforts, and networking and collaboration resulting from the LSC work.

To access: http://www.ecy.wa.gov/programs/hwtr/lsp/reportform.html

In addition to the report information solicited on the form, the following shall also be reported to the LSC Program Coordinator when applicable:

- Any potential program, contract, or small business client problems and resolutions
- Any key personnel changes
- Subcontract or subcontractor information

Task 6. Invoicing

Invoices for completed work will be submitted quarterly on Ecology-provided, original, signed Form A-19-1A, and Invoice Detail sheet (Appendix B, attached). The invoice, invoice detail, and supporting invoice detail documentation will be sent within 40 days of the end of the invoice quarter to the Contract/Project Manager: Julia McHugh, Hazardous Waste and Toxics Reduction Program, Washington State Department of Ecology, N. 4601 Monroe, Spokane, WA 99205-1295, 509-329-3551, jmch461@ecy.wa.gov.

Appendix B

Department of Ecology - Local Source Control Partnership Budget Status Report and Invoice Detail (revised 05/09)

Jurisdiction:	City of Redmond	Contract No: C1200061	
Current Invoice Period Qtr/YR:		Invoice No:	

	Current Invoice	Total Cumulative Invoices to-date*	Total Approved Budget 2011-13	Remaining Budget
Salaries			\$ 104,480.00	\$ 104,480.00
Benefits			44,776.00	44,776.00
Subcontracts				-
Goods & Services			9,000.00	9,000.00
Equipment				-
Travel / Training	_		-	-
Subtotal Direct Costs	ı		158,256.00	158,256.00
Indirect Costs (0%)				
Total Costs	\$ -	\$ -	\$ 158,256.00	\$ 158,256.00

^{*}Total Cumulative includes current invoice amounts

				Goods &		Travel /	
Staff Name / Description	Salaries	Benefits	Subcontracts	Services	Equipment	Training	Indirect Costs
_							
-							
Subtotals	0	0	0	0	0	0	0
Total = Current Invoice	0					· · · · · · · · · · · · · · · · · · ·	