DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. C1400023

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

THE CITY OF REDMOND

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 Redmond , hereinafter referred to as the "CONTRACTOR" pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide funding for the CONTRACTOR to hire a "Local Source Control Specialist" (LSCS) who will provide technical assistance and education outreach 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.

THEREFORE, IT IS MUTUALLY AGREED THAT:
The CONTRACTOR will conduct multimedia source control site visits and pollution prevention activities to Conditionally Exempt Small Quantity Generator (CESQG) businesses that are designed to reduce or eliminate hazardous waste and pollutants at the source.

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.

1) STATEMENT OF WORK

CONTRACTOR 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 Attachment A, and for federally-funded partners, Attachment C, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on **July 1, 2013**, and be completed by **June 30, 2015**, unless terminated sooner as provided herein. Ecology reserves the right to review the contract after one year and adjust the scope of work and budget according to actual performance.

3) PAYMENT

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and in accordance with Governor's Executive Order 10-07. This is a performance-based contract, in which payment is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed **$150,256**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in accordance with the tasks listed in Attachment A, Statement of Work and Attachment B, Invoice & Budget Detail, which is attached hereto and incorporated herein. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

All travel expenses for state and federally funded partners (meals, lodging, mileage) will be reimbursed according to current state rates at the time of travel. www.ofm.wa.gov/resources/travel/colormap.pdf.
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.

4) OVERHEAD AND 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 Attachment B, Invoice & Budget Detail.

Ecology recognizes annual adjustment to indirect rates. CONTRACTOR is required to notify Program Coordinator and to clearly indicate the rate change on Attachment B at the time of billing.

5) BILLING PROCEDURE

CONTRACTOR shall submit quarterly invoices to ECOLOGY for payment, within 40 days following the end of the billing quarter using the state invoice voucher form A19-1A. All invoices are to be delivered to: Julia McHugh, HWTR, Dept of Ecology, PO Box 47600, Olympia, WA 98504-7600.

Each invoice shall reference the Agreement (IAA) number and clearly identify the items related to performance under this agreement. All expenses invoiced shall be supported with copies of invoices paid. 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 fiscal year, whichever is earlier. Payment will be within 30 days of receipt of properly completed invoice.

Payment for approved and completed work will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must register as a state-wide vendor by submitting 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.

6) 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.

7) SUBCONTRACTORS

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used for the performances under this agreement.

Prior to performance, CONTRACTOR shall identify and notify the LSC Program Coordinator of the subcontractor(s) who will perform services in fulfillment of agreement requirements, 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 anticipated dollar value of each subcontract.

8) 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.

9) 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.

10) GOVERNANCE AND PRECEDENCE

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 Federal and State of Washington statutes, regulations and rules.
b. Mutually agreed written amendments to this Contract.
c. Statement of Work and Budget.
d. Any other provisions of the Agreement, including materials incorporated by reference.

11) 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.

12) RECORDS MAINTENANCE

The parties to this Agreement 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 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.

13) 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 ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, websites, databases, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

14) 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.

15) TERMINATION

Either party may terminate this Agreement upon thirty (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.

16) 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.

17) 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.

18) 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 Agreement.

The ECOLOGY Representative is:	The City of Redmond Representative is:
Name: Julia McHugh Address: PO Box 47600 Olympia, WA 98504-7600 Phone: 360-407-6850 Email: jmch461@ecy.wa.gov Fax: 360-407-6715	Name: Amanda Balzer Address: MS:2NPW 15670 NE 85th St PO Box 97010 Redmond, WA 98073-9710 Phone: 425-556-2753 Email: abalzer@redmond.gov Fax: 425-556-2820

19) 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.

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of Ecology

Polly Zehm 9/9/13
Signature Date

Polly Zehm

Deputy Director

City of Redmond

8/28/13
Signature Date

Print Name: John Marchione

Title: Mayor

Approved as to form:
Attorney General's Office

Attachment A
FY2013-15
City of Redmond
Statement of Work and Program Guidelines

I. Contractor Scope of Work

The Contractor will conduct **225** technical assistance site visits to small quantity generator (SQG) businesses during the 2013-15 biennium.

If the partner jurisdiction will pursue a sector focus or particular local activity, describe below:

Sector Focus / Local Activity	Deliverable *(limit each description to one sentence)*
Approximately **113** site visits will be annual visits conducted at high risk sites in our Critical Aquifer Recharge Area	Enter inspection forms in Ecology database and track changes in compliance rate due to increased visits
Conduct site visits biannually at approximately **80** moderate risk sites in our Critical Aquifer Recharge Area	Enter inspection forms in Ecology database and track changes in compliance rate due to increased visits

Key Personnel (include Subcontractor(s) if applicable)

Staff	Estimated FTE	Role
Amanda Balzer	0	Contract Management/Tech Support
Jessica Pfundt	0.15	Contract Assistance/Outreach
TBD	0.75	Local Source Control Specialist

II. Work & Site Visit Allocation

Depending upon jurisdiction conditions, the Local Source Control Specialist (LSCS) work is expected to fall within these general proportions: 75% Site Visits, 15% Education & Outreach to businesses or business organizations, 10% Networking / Training.

City of Redmond will conduct approximately 50% of visits to sites that pose a high risk with facilities located in the Critical Aquifer Recharge Area. Approximately 35% of site visits will be conducted at sites that pose a moderate risk located in the Critical Aquifer Recharge Area. The balance of visits are to be follow-up /return visits to resolve any High Priority Environmental Issues (HPEIs) found to new, 'never-visited' small businesses or those that have not received a LSC site visit in 3 or more years.

The following nine HPEIs, indicated on page 3, revised LSC Checklist v4.0.3, are Ecology's top priorities for follow-up visits to ensure correction of the problem. Other issues found on-site and subsequent follow-up are at the discretion of the local jurisdiction. When unable to resolve the business' HPEIs, LSCS are to follow Ecology's referral policy, outlined in the 'LSCP Contact and Referral Guide'.

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

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

- Ecology reserves the ability to direct a portion of business site visits towards specific priority sources or contaminants such as, but not limited to:
    - toxics in stormwater;
    - copper, mercury, lead, cadmium and / or zinc sources
    - 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
    - Safer Chemistry Challenge Program
    - LEAN for Small Quantity Generators (maximize customer value while minimizing waste; create more value for customers with fewer resources)
    - provide UIC Program information to business owners on the use of UIC wells. This would include providing a UIC Program fact sheet and a paper copy of the Industrial/Commercial UIC registration form provided by Ecology.

III. Site Visit Requirements

- Coordinate with respective Ecology Regional Offices on an ongoing basis to 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.

- Provide technical assistance on waste and toxics reduction, storage, and disposal, and pollution prevention during on-site visits and follow-up contact. 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 when developing 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.

- Encourage businesses to participate in local green business programs, including the EnviroStars business certification program (http://envirostars.org/)

- Post all materials developed to educate/assist businesses or to market the LSC Program internally or externally to the LSC SharePoint site within 30 days of completion of the piece.

- Coordinate with local jurisdictions and Ecology's Regional Office in a timely manner regarding complaints about or from SQG businesses.

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

- For pre-site visit research, a combination of data sources is recommended. A list of suggested resources is posted on the LSC SharePoint site.

IV. Reporting Results to Ecology

Site Visit Data Entry

- Complete a source control checklist for each site visit and enter it into Ecology's LSC database. The checklist is available as hard copy, and is expected to be available in digital form that can be completed on a field tool and downloaded to the database online. The partner jurisdiction is responsible for maintaining original checklist documents for purposes of public disclosure requests and as historic records.

- Data entry is expected to be thorough, complete, and timely. All site visit information collected on the checklist must be entered in the LSC database within 30 days of each site visit, whether initial, follow-up, screening, or referral to a regulatory body.

- Contractor will ensure all data records are complete (either 'pending', 'closed', or 'referred') to promote quality assurance of the local source control data.

- Credit for these types of site visits will be assigned upon completion of the data record in the LSC database:
    - Site Visit – Complete;
    - Site Visit – Follow-Up or Return
    - Site Visit – Screening or Incomplete (attempted but turned away);

- Through the 'Reports' feature of the new database, Contractor will be able to retrieve site visit reports to identify/correct any incomplete data records, and to formulate reports for their jurisdiction.

V. Reporting Changes in Business Practices

The former 'Monthly Report' is replaced by new sections (pg 4, revised LSC Checklist v4.0.3), including *"Changes in Business Practices, Cost of Structural or Other Changes Made by Business, Refer to Safer Chemicals, Refer to Envirostars, Refer to Energy Efficiency Resource".*

It is required that these new sections are populated where applicable for each site in order to quantify the effectiveness of LSCS work. These new categories will aid in tracking business behavior change, the costs incurred to make the change(s), and any cost savings realized by the business.

VI. Reporting Other Changes to Ecology

Report to the LSC Program Coordinator when applicable:

- Any potential program, contract, or small business client problems and resolutions
- Any key personnel changes
- Initiation or changes to a subcontract or subcontractor information

VII. Invoicing

Quarterly invoices for completed work will be submitted on Ecology-provided, original, signed Form A-19-1A, and detailed on Attachment B, Invoice Detail. An original signed 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 jmch461@ecy.wa.gov 360-407-6850*
Washington State Department of Ecology Hazardous Waste and Toxics Reduction Program
PO Box 47600 Olympia, WA 98504-7600

VIII. Establishment of Local Source Control Specialist Training Plan and Role of Ecology's LSC Training Coordinator

Results from the February 2013 LSC Program Survey pointed to the need for an improvement in the Specialists' training program, in particular, a more rigorous new-hire training component and an improved progression for overall training. An Ecology Training Coordinator and part-time assistant will establish and facilitate the training program. All Specialists are expected to participate.

A. New Hire Evaluation

1. The LSC Training Coordinator will develop an introductory diagnostic evaluation to assess the level of training needed by newly hired LSCS, and to enable modification of the on-going training plan. It will consist of ten questions - two from each area listed below. The questions will help determine competency in each core area and will be administered within two months of joining the LSC program.

   Where the new LSCS shows competency, there will be no additional training requirement for that category. Conversely where the competency is not high, more training will be provided.
   General Training Categories include, but are not limited to:

   I. Storm Water Inspections
   II. Hazardous Waste (40 CFR/WAC 173-303) (emphasis on Designation and waste codes)
   III. Solid Waste (with an emphasis on MRW waste)
   IV. Spills
   V. Industrial Waste Water Management
   VI. Joint inspection(s) with the Training Coordinator as a lead on an Ecology hazardous waste inspection
   VII. Joint inspection(s) with the Training Coordinator as backup on a Local Source Control inspection

2. **New Hire Mentoring, Joint Site Visits, Orientation Training**

- The LSC Program Training Coordinator will develop an on-going training plan, course list and materials. All training materials will be available on the LSC SharePoint site.

- Ecology's LSC Program Training Coordinator will orient the new hire by providing them with technical and program-specific information.

- Each new Specialist will be assigned a mentor by the LSC Program Training Coordinator. The Coordinator will select mentors from the pool of experienced, available LSCS and / or Ecology staff. The mentor will conduct at least three site visits with the newly hired Specialist.

- Some Specialists may require more or less mentoring than others. If the mentor feels more than three joint site visits are warranted, the mentor will contact the Training Coordinator to discuss next steps.

- The Training Coordinator will work to ensure that the Specialist is fully capable of performing the duties of a Local Source Control Specialist without additional assistance.

3. Topics for New Hire Orientation Training

Topics include, but are not limited to:

I. Share Point Orientation
II. Checklist & Database Basics
III. LSCS Training Program
IV. Quarterly Training Team Identification & Participation
V. Mentoring
VI. Customer Service
VII. Networking

B. All Specialists

1. Orientation, Attendance & Participation

Ecology will present an orientation class that precedes the first in-person group meeting of the biennium, and subsequently thereafter to every new Local Source Control Specialist within six months of hire. Orientation sessions will be held within semi-annual periods where we have new Specialists. The location will be Ecology's Northwest Regional Office or other suitable location determined by the Training Coordinator.

- Each Specialist is required to attend new orientation at least once, as well as all subsequent monthly webinars and quarterly trainings throughout the biennium.

- All Specialists must be an active group participant in the planning and logistics of at least one quarterly training, with each group of four to six Specialists assisted by the NWRO LSC Training Coordinator and an assistant. Approximately ten hours of Specialist time should be allotted for this activity, equivalent to four site visits.

- Each experienced Specialist will at some time be called upon to mentor a new Specialist. Approximately 30 hours should be allotted for Mentoring activity. This will be equivalent to twelve site visits.

2. All Specialists Ongoing Training

The LSC Program Training Coordinator will develop an on-going training plan, course list and materials, with input from the Specialists. All training materials will be available on the LSC SharePoint site.

Course content will be presented in-person or on-line, depending upon available resources. Topics will be presented to all Specialists, and will be mandatory for new Specialists during their first six months of hire, and thereafter to each Specialist once every four to six years or more frequently by Specialist election.

Topics include but are not limited to:

I. Storm Water Inspections
II. Hazardous Waste (40 CFR/WAC 173-303) (emphasis on Designation and waste codes)
III. Solid Waste (with an emphasis on MRW waste)
IV. Spills
V. Industrial Waste Water Management

3. Quarterly Trainings

One-day, four to five hour in-person training sessions, with content developed by a designated group of four to six Local Source Control Specialists who will plan the agenda, topics, and procure guest speakers of their choice. Ecology will provide support for these efforts, the meeting space and lunch at its Northwest Regional Office in Bellevue, or other suitable central location determined by the Training Coordinator.

4. Monthly Call-in Business & Topic Meetings

In each of the months between quarterly trainings, Ecology will sponsor hour-long call-in meetings on the second Wednesday of each month, 9:00 to 10:00 am and will include but are not limited to:

- Guest speaker(s)
- LSC Specialists are also encouraged to present to their colleagues
- Discussion/updates of cover program business and administration

ATTACHMENT B
INVOICE & BUDGET DETAIL
Department of Ecology - Local Source Control Partnership *(updated 05/2013)*

Contractor:	City of Redmond		IAA No:		
Current Invoice Period: Qtr/YR:			Invoice No:		
	Current Invoice	Total Cumulative Invoices to-date*	Total Approved Budget 2013-15	Remaining Budget	notes
Salaries			112,000.00	112,000.00	
Benefits			38,256.00	38,256.00	
Subcontracts				0.00	
Goods & Services				0.00	
Equipment				0.00	
Travel / Training				0.00	
Subtotal Direct Costs	0.00	0.00	150,256.00	150,256.00	
Indirect Costs *(@ Rate____%)*				0.00	
Total Costs	**$ -**	**$ -**	**$ 150,256.00**	**$ 150,256.00**	

**Total Cumulative includes current invoice amounts*

Staff Name / Expense Description *(attach copy of internal record reflecting all staff paid through contract & copy of each invoice paid)*	Salaries	Benefits	Subcontracts	Goods & Services	Equipment	Travel / Training	Indirect Costs
Subtotals	0	0	0	0	0	0	0
Total = Current Invoice	**$ -**						