


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

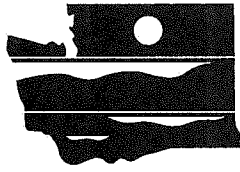
CITY COUNCIL MEETING DATE: 04/23/2018

AGENDA ITEM:	
Interagency Agreement (IAA) between the Department of Ecology and the City of Marysville	
PREPARED BY:	DIRECTOR APPROVAL:
Kari Chennault, Assistant Public Works Director	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Three original copies of IAA No. C1800147	
BUDGET CODE:	AMOUNT:
40145040.541000	(\$102,325)
SUMMARY:	

The Department of Ecology has been funding a Remedial Investigation and Feasibility Study on the City's Interfor/Crown property in the amount of \$330,555 via their State Response Program grant. Additional monitoring and consulting services are needed on the site to assess seasonal groundwater variations in order to facilitate the assessment of cleanup alternatives in the forthcoming Feasibility Study. Ecology has additional funding that remains in their grant and via the proposed IAA, they would pay the City \$102, 325 to coordinate the completion of the additional work that is anticipated to be needed on the project site.

RECOMMENDED ACTION:

Staff recommends that Councilmembers authorize the Mayor to sign the IAA with the Department of Ecology in the amount of \$102,325.



DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. C1800147

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

THE CITY OF MARYSVILLE

THIS INTERAGENCY AGREEMENT (“Agreement” or “IAA”) is made and entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and the city of Marysville, hereinafter referred to as the "CITY," pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is for the CITY to complete a remedial investigation and feasibility study (RI and FS) at the former Intefor Pacific property located at 60 State Avenue in Marysville.

WHEREAS, ECOLOGY has legal authority (RCW 39.34 and 70.105D) and the CITY has legal authority (RCW 35.21.730) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

The CITY 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, Statement of Work and Budget, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA shall commence on March 1, 2018 and be completed by **December 31, 2018**, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

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). This is a performance-based agreement, in which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is 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-

00J90503-2; CFDA 66.817: State and Tribal Response Program Grants, Budget period 8/01/2016 to 12/31/2018). 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).

The parties have determined that the cost of accomplishing the work identified herein will not exceed **\$102,325.00** including any indirect charges. 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. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

4) BILLING AND PAYMENT PROCEDURE

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

Send invoices to:

State of Washington
Department of Ecology
Attn: Angela Harkins
PO Box 47600
Olympia, WA 98504-7600

Payment requests with accompanying progress reports/deliverables may be submitted on a monthly basis. Upon expiration of this Agreement, 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 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@watech.wa.gov.

5) 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.

6) 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.

7) ASSURANCES

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

8) CONFORMANCE

If any provision of this Agreement 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 Agreement shall employ every effort to resolve a dispute themselves without resorting to litigation. In the event that a dispute arises under this Agreement that cannot be resolved among the parties, 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 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, if 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 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 Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, for convenience or to renegotiate the Agreement subject to new funding limitations and conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

11) GOVERNING LAW AND VENUE

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. This Agreement 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 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.

13) ORDER OF PRECEDENCE

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 upon written amendments to this Agreement.
- c. This Agreement, number C1800147.
- d. Appendix A, Statement of Work and Budget.
- e. Appendix B, Special Terms and Conditions.
- f. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

14) 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 of this Agreement 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 subject to state public disclosure laws.

15) RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement 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 Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington, 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 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.

18) SUBCONTRACTORS

The CITY agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional subcontractor requirements and reporting.

Prior to performance, all subcontractor who will be performing services under this Agreement must be identified, 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. Provide such information to ECOLOGY's agreement manager.

19) 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 fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

20) TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day 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.

21) 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 written amendment to this Agreement signed by an authorized representative of the parties.

22) AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives that they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The City Representative is:
Name: Angela Harkins Address: Toxics Cleanup Program Department of Ecology PO Box 47600 Olympia, WA 98504-7600 Phone: 360-407-7183 Email: angela.harkins@ecy.wa.gov	Name: Kari, Chenault Address: Water Resources Manager City of Marysville 1049 State Avenue Marysville, WA 98270 Phone: 360-363-8277 Email: kchennault@marysvillewa.gov

23) 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 below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their below signatures.

**State of Washington
Department of Ecology**

City of Marysville

By: _____
Signature Date

By: _____
Signature Date

Jim Pendowski

Print Name:

Toxics Cleanup Program Manager

Title:

Approved as to form only:
Office of Attorney General

APPENDIX A STATEMENT OF WORK AND BUDGET

Task 1 – Project Management

The CITY will complete the following project management activities as part of this task:

- Maintain a project schedule including known Tasks and Subtasks.
- Conduct ongoing tracking of the project scope, including schedule and budget.
- Conduct ongoing internal project management, including project setup with the project team and coordination of the project scope, schedule, and budget.
- Prepare monthly progress reports and invoices through the completion of the contract for submittal to ECOLOGY. Monthly progress reports will include a brief summary of progress or accomplishments for each task, updates to the project scope, schedule status, and budget status (including but not limited to budget spent and budget remaining).
- Communicate with ECOLOGY’S project managers as needed throughout the project to manage project scope, budget, schedules, and any other project-related issues.
- Provide ongoing coordination and support assistance to ECOLOGY. In general, it is anticipated that most of this support will be provided to assist ECOLOGY develop priorities for Site characterization and related planning.
- Provide support for ECOLOGY’S community involvement program including preparation of a project fact sheet and attending all of the public meetings (if needed).
- Submit analytical data generated during the project to Ecology’s EIM database.

Task 1 Deliverables:

- 1) The CITY will enter analytical data generated during the project to ECOLOGY’S EIM database – due December 31, 2018.
- 2) Monthly progress report accompanied by each invoice submission.

Task 2 – Supplemental Remedial Investigation Field Activities

Several potential data gaps were discovered following preliminary remedial investigation (RI) activities conducted on the former Interfor Pacific Property. Due to the potential data gaps discovered, additional RI activities are necessary, these include:

- Additional soils investigations below existing and former building foundations to assess the potential for contaminant releases in these portions of the Site.
- Additional off-property background wells to evaluate whether elevated arsenic in groundwater is an on-property only or larger area issue.
- Additional dry season groundwater monitoring to assess seasonal variations in arsenic and hydrocarbon concentrations.
- Additional surface water monitoring of the ditch to evaluate dry season arsenic concentrations and hydrocarbon concentrations and to provide additional information on the potential hydraulic communication between the ditch, shallow groundwater, and the Ebey Slough.

Subtask 2.1 – Additional Assessment Near Former Buildings

In this task, attempts will be made to advance up to eight (8) soil borings using a direct-push drill rig in areas beneath or near former building foundations to assess whether impacted soil may exist in these areas. Initially, the locations of former building foundations will be marked in the field based on historical aerial photograph records. These proposed borings will be located over or near the former foundations. At each drilling location, utility screening will be performed including One-Call notification and use of a private utility locating contractor. In addition, an air-knife will be used to confirm that underground utilities are not present at the proposed drilling location. We will also request Site utility maps from the CITY to help guide the investigation work.

Given the nature of past filling activities at the Site (i.e., former building foundations buried beneath several feet of fill material), it may be impractical to advance borings at some locations directly below the footprint of the former foundations as the Geoprobe drill rig will not be able to penetrate buried foundations. In these situations, attempts will be made to move the borings beyond its apparent footprint of the former foundation.

Drilling and sampling activities identified below will be performed in accordance with the Work Plan and Sampling and Analysis Plan, previously prepared for the Site. During advancement of the boring, attempts will be made to collect soil samples for chemical analysis at approximately three (3) depth intervals in each boring (unsaturated soils, near the water table, and approximately three (3) feet below the water table). Two (2) recovered soil samples from each boring will be submitted for analysis of gasoline-range organics (GRO); diesel-range organics (DRO); oil-range organics (ORO); benzene, toluene, ethylbenzene, xylene (BTEX); and total arsenic.

In addition, up to three (3) soil samples collected from three (3) different areas of the Site, displaying the highest impacts (if any) will also be submitted for analysis of Resource Conservation and Recovery Act (RCRA) 8 metals by EPA Method 6000 series and polycyclic aromatic hydrocarbons (PAHs) using EPA Method 8270.

Subtask 2.2 – Installation and Development of Additional Offsite Groundwater Monitoring Wells

Based on the findings of initial RI groundwater monitoring activities, elevated arsenic concentrations have been identified in both onsite and off-property areas. To provide additional information as to whether the elevated arsenic in groundwater is localized or attributed to a larger area issue, up to three (3) new groundwater monitoring wells are proposed to be installed at off-property locations (on property owned by the CITY) to supplement the existing background groundwater monitoring well network.

Prior to installing additional off-property wells, an evaluation of existing off property wells located on CITY-owned property near the Interfor Site will be performed. If suitable, existing off-property groundwater wells are in place, one or more of the wells may be used in lieu of installing a new groundwater monitoring well. The proposed locations for the new wells will be submitted to ECOLOGY for approval prior to installation. The new wells will be developed and the well casing elevation surveyed as part of this subtask. Drilling wastes will be contained onsite in 55-gallon steel drums pending characterization and disposal. Sampling of the new wells will be performed with other onsite wells under Subtask 2.3 (below).

Subtask 2.3 – Additional Dry Season Groundwater Monitoring

Two rounds of groundwater monitoring will be performed for up to twenty-two (22) groundwater monitoring wells (19 existing wells and up to 3 new wells installed under Subtask 2.2). Groundwater monitoring will be performed in July and September 2018 to assess variations in contaminant concentrations during the dry season.

Monitoring will include water level measurement and collection of groundwater samples. Samples (including one duplicate sample per event) will be collected using a peristaltic pump with low-flow purging methodology, and will be analyzed for GRO, DRO, ORO, BTEX, and total and dissolved arsenic. The dissolved metals samples will be field-filtered. In addition to the above analyses, up to eight (8) groundwater samples collected during the two (2) sampling events will be analyzed for major anions and cations to assess variability in general water chemistry for on-property and off-property wells.

For each monitoring event, field water quality parameters [temperature, conductivity, pH, oxidation-reduction potential (ORP), and dissolved oxygen (DO)] will be recorded on field forms to document stabilized conditions prior to sample collection. Groundwater contour maps with the estimated gradient directions will be prepared for each monitoring event. Gradient maps will be presented in the RI Report (Task 3).

Sampling purge water and decontamination water will be contained onsite in 55-gallon steel drums pending characterization and disposal.

Subtask 2.4 – Surface Water Monitoring

Based on initial RI activities (performed as part of a previous contract), surface water runoff at the Site either drains through overland flow or is conveyed by two (2) storm drains to a ditch located along the eastern property margin (adjacent to the Site along Columbia Avenue). Eventually, the ditch water discharges to Ebey Slough through a discharge pipe located near the southeastern property boundary. Groundwater is also suspected to discharge into the drainage ditch as groundwater elevations on either side of the ditch are higher than the water elevation measured within the ditch.

Currently, the quantity of water discharging from the drainage ditch to the slough is not well understood; however, this information is needed for the feasibility study (FS). In order to estimate the amount of drainage ditch water discharging to the slough, The CITY will conduct the following:

- Deploy pressure transducers in the ditch, selected nearby groundwater monitoring wells (MW-16, MW-01R, and MWBG-6), and a stilling well located within the slough to collect water elevation data;
- Collect flow rate data at the ditch outfall discharge pipes using a 5-gallon bucket and a stopwatch (or similar means) when there is a discharge;
- Estimate flow rates within the ditch at the discharge pipe using a low-flow propeller-operated velocity meter; and
- Evaluate whether flow rates may be predictive using pressure transducer water elevation data. In addition, the approximate shape and dimensions of the ditch will be measured to assist with flow estimation. Two surface water monitoring events will be performed and will coincide with groundwater monitoring (Subtask 2.3).

Surface water sampling will also be performed to assess possible contaminant mass loading from the ditch to the slough. Two (2) surface water sampling locations have been established along the drainage ditch, one at an upstream location (upstream of a drainage culvert discharging to the ditch) and one at a downstream location (downstream from another drainage culvert). In addition, samples will be collected from the drainage outfalls to the ditch if there is surface water flow during the summer months. Two (2) rounds of surface water sampling will be performed (July and September), coinciding with the groundwater monitoring events.

Surface water sampling events will include:

- Recording surface water levels from staff gauges at high and low tides,
- Estimating the flow velocity in the ditch with a velocity meter, estimating the discharge rates at the pipe,
- Measuring field water quality parameters, and
- Collecting surface water samples for analysis.

Surface water samples will be analyzed for GRO, DRO, ORO, BTEX, total and dissolved arsenic, and total and dissolved lead. The dissolved metals samples will be field-filtered. To the extent practicable based on field conditions, surface water monitoring will coincide with groundwater monitoring.

It is believed that Site groundwater may be discharging to the slough. To better understand the seasonality of groundwater discharges to the slough, pressure transducer data sets will be collected from wells near the ditch to evaluate seasonal changes in the groundwater flow regime. The transducers will be deployed in wells MW-13, MW-14, and MW-15 with one in a stilling well located within the slough from April through October 2018. The transducers will be programmed to collect water level data every 30 minutes for the duration of approximately 2 months. Computations will be made, based on Darcy's Law (Darcy 1882), to estimate the volume of groundwater discharging to the slough during each season. These data will then be used to refine the annual discharge volume for use in the RI/FS report.

Task 2 Deliverable: Monthly progress reports accompanied by each invoice submission.

Task 3 – Remedial Investigation/Feasibility Study Report Preparation

Task 3 includes preparation of Remedial Investigation/Feasibility Study (RI/FS) report in accordance with Model Toxics Control Act (MTCA) requirements and ECOLOGY checklists. The RI/FS report will include, but not necessarily be limited to, the following:

- A summary of Site use history and previous investigation findings, including previous remedial actions.
- A summary of the tasks performed for the current investigation.
- Results of the current investigation including tabulated data and Site data maps.
- Groundwater gradient maps.
- Statistical analysis of background arsenic concentrations in groundwater.
- A conceptual site model (CSM) comprising of an evaluation of potential exposure routes including transport pathways and human and ecological receptors.
- Evaluation of potentially applicable cleanup standards including Ecology MTCA Cleanup Levels and other applicable or relevant and appropriate requirements (ARARs), and selection of standards appropriate for the Site. This will include identification of points of compliance for affected Site media.
- A summary of remaining data gaps, if any.
- A Terrestrial Ecological Evaluation (TEE) following MTCA requirements.

- Site maps, diagrams, cross-sections, etc. as needed to clearly present the findings of the investigation and the nature and extent of impacts to environmental media.
- Copies of field forms, analytical reports, waste disposal documents, boring and well logs, historical review materials, the background arsenic task report, and any other relevant materials.
- Recommendations for additional work, if any.
- Evaluation of Site cleanup options and costs, including a Disproportionate Cost Analysis (DCA) performed in accordance with MTCA requirements.
- Recommendations for a preferred cleanup remedy.

During previous work conducted for ECOLOGY on this Site, under a separate contract, the draft RI/FS report was started. Following collection of additional data during Tasks 1 and 2 (above), the new results will be incorporated into the current report and a draft RI/FS report prepared for review by the project team.

Task 3 Deliverables:

- 1) Draft RI/FS Report – due to ECOLOGY by November 30, 2018.
- 2) Final RI/FS Report – due to ECOLOGY by December 31, 2018. Submittals will include up to four (4) hard copies and a PDF copy.
- 3) Final billing due to ECOLOGY by January 31, 2019.

BUDGET

Item	Description	Amount
1	Task 1 – Project Management	\$8,988.00
2	Task 2 – Supplemental RI Field Activities	\$64,022.00
3	Task 3 – RI/FS Report Preparation	\$29,315.00
Total Project Cost		\$102,325.00

Notes:

- 1) Task budgets outlined in table above may be shifted between tasks.
- 2) All invoices must be accompanied by appropriate documentation, such as the following:
 - a. Progress reports and
 - b. Receipts and records, to demonstrate the completion of the work performed over the billing period.

APPENDIX B SPECIAL TERMS AND CONDITIONS

1) Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements

CITY must complete the attached FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.



If the CITY meets each of the below criteria, the CITY must 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.

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.fsrs.gov within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov.

For more details on FFATA requirements, see www.fsrs.gov.

2) Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

- a) CITY, 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 the CITY is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- b) CITY shall provide immediate written notice to ECOLOGY if at any time the CITY 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. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
- d) CITY agrees it shall not knowingly enter into any lower tier covered transaction with a person 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) CITY 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, the CITY is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- g) CITY 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) CITY agrees to keep proof in its agreement file, that it, and all lower tier CITY or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CITY must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

3) Archaeological And Cultural Resources

CITY shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The CITY must agree to hold harmless the state of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the CITY’s negligence.

CITY shall:

- a) Contact ECOLOGY to discuss any Cultural Resources requirements for the project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by ECOLOGY, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

CITY shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historical resources are found while conducting work under this Agreement:
 - Immediately stop work and notify ECOLOGY, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local law enforcement agency or Medical Examiner/Coroner’s Office, and then ECOLOGY.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4) Environmental Data Standards

- a) CITY shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. CITY is to contact ECOLOGY if unsure about whether a QAPP is required for their project. If a QAPP is required the CITY shall:
- Use ECOLOGY's QAPP Template provided by ECOLOGY.
 - Follow ECOLOGY's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies*, July 2004 ([Ecology Publication No. 04-03-030](#)).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) CITY shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY instructs otherwise. The data must be successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) CITY shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. *Guidelines for Creating and Accessing GIS Data* are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. CITY, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
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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: <ul style="list-style-type: none"> 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
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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 877-833-6341.
ECY 070-395 (3/11)

Federal Funding Accountability and Transparency Act (FFATA)

Data Collection Form

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.

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.