


CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: January 10, 2022

AGENDA ITEM:	
Termination from Voluntary Cleanup Program Agreement for the Interfor Pacific Site	
PREPARED BY:	DIRECTOR APPROVAL: 
Jeff Laycock, Director of Engineering and Transportation Services	
DEPARTMENT:	
Public Works	
ATTACHMENTS:	
Termination Letter (VCP Agreement, Inter-Agency Agreement) Voluntary Cleanup Program Agreement No. NW2734 Inter-Agency Agreement No. C1800147	
BUDGET CODE:	AMOUNT:
N/A	N/A
SUMMARY:	

On February 23, 2010, the City entered into a Voluntary Cleanup Program (VCP) Agreement with the Department of Ecology (Ecology) to identify and clean up contaminants on the Interfor Pacific site located at 60 State Avenue. The desired outcome for the City through the VCP, and a successful cleanup, is to receive a No Further Action (NFA) opinion, which can be helpful when selling a property or applying for a loan on the subject property. Over the course of the VCP, the City and Ecology, have funded over \$900,000 in studies and cleanup effort of the site to address contaminants. Recent discussions with Ecology suggest that cleanup of arsenic contaminated groundwater will be required to obtain a NFA. In response, City staff have determined that it is in the best interest to forego further voluntary cleanup agreements with Ecology and assess other independent approaches to implementing a protective and compliant cleanup at the site.

The City has two current agreements with Ecology that relate to the site; 1) An Interagency Agreement (IAA) with Ecology’s headquarters office in Olympia for a remedial investigations and feasibility study, and 2) a Voluntary Cleanup Program (VCP) agreement as described above. The IAA has technically expired and the City has generally recovered all available funds associated with the agreement. Both agreements are voluntary, and both offer opportunities to ‘terminate for convenience’. Attached are two termination letters, which require the Mayor’s signature, and for the City to issue to the representatives identified for each agreement.

RECOMMENDED ACTION:
I move to authorize the Mayor to sign the attached letters to the Department of Ecology thereby terminating from the Voluntary Cleanup Program Agreement No. NW2734 and Inter-Agency Agreement No. C1800147.



MARYSVILLE
MAYOR JON NEHRING

January 13, 2022

Ms. Louise Bardy
VCP Unit Manager
Toxics Cleanup Program, NWRO
3190 160th Ave SE
Bellevue, WA 98008-5452

Re: Termination of VCP Agreement for the following Site:

- **Site Name:** Interfor Pacific
- **Site Address:** 60 State Ave, Marysville WA, 98270-5160
- **Facility/Site No.:** 85223839
- **VCP Project No.:** NW2260
- **Cleanup Site ID No.:** 4281

Dear Ms. Harkins:

The City of Marysville, in accordance with the terms of Voluntary Cleanup Program (VCP) Agreement No. **NW2734**, is terminating its participation in the VCP for the above referenced site. The effective date of the terminations is the date of this letter.

Reason

The City is terminating the agreement because it has met the terms of the agreement and is standing down any further clean up actions while we re-assess the means and methods available to the City to further guide cleanup actions and re-use of the property.

Next Steps

The City has reviewed its accounts under the VCP and determined all payments have been issued and no outstanding financial commitments remain. Should the City decide to pursue a voluntary program with the Department at a later time we will contact your office and complete necessary applications to re-initiate an effective cleanup of the Site.

Please direct any questions about this notice to Mr. Jeff Laycock PE at (360) 363-8274 or jlaycock@marysvillewa.gov.

Sincerely,

John Nehring
Mayor, City of Marysville

By certified mail [NUMBER]

cc: Bob Warren NWRO
Mike Warfel NWRO
Jeff Laycock, City of Marysville
Gloria Hirashima, City of Marysville

(360) 363-8000

Marysville City Hall
1049 State Avenue
Marysville, WA 98270



MARYSVILLE
MAYOR JON NEHRING

January 13, 2022

Ms. Angela Harkins
Toxics Cleanup Program, Headquarters
Department of Ecology
PO Box 47600
Olympia, WA 98504-7600

Re: Termination of Inter-Agency Agreement (IAA) for the following Site:

- **Site Name:** Interfor Pacific
- **Site Address:** 60 State Ave, Marysville WA, 98270-5160
- **Facility/Site No.:** 85223839
- **VCP Project No.:** NW2260
- **Cleanup Site ID No.:** 4281
- **IAA No.** C1800147

Dear Ms. Harkins:

The City of Marysville, in accordance with the terms of **IAA No. C1800147**, Section 20, is terminating its participation in further actions under the IAA for the above referenced site. The City is also notifying the Department of Ecology's NWRO it is terminating its participation in Voluntary Cleanup Program (VCP) Agreement No. **NW2734**. The effective date of the terminations is the date of this letter.

Reason

The City is terminating the agreement because it has met the terms of the agreement and is standing down any further clean up actions while we re-assess the means and methods available to the City to further guide cleanup actions and re-use of the property.

Next Steps

The City has reviewed its accounts under the interagency agreement and determined all reimbursements have received and no outstanding financial commitments remain. Should the City decide to pursue a voluntary program with the Department at a later time we will contact your office and complete necessary applications to re-initiate an effective cleanup of the Site.

Please direct any questions about this notice to Mr. Jeff Laycock PE at (360) 363-8274 or jlaycock@marysvillewa.gov.

Sincerely,

John Nehring
Mayor, City of Marysville

By certified mail [NUMBER]

(360) 363-8000

Marysville City Hall
1049 State Avenue
Marysville, WA 98270

cc: Bob Warren NWRO
Louise Bardy NWRO
Mike Warfel NWRO
Jeff Laycock, City of Marysville
Gloria Hirashima, City of Marysville

VCP AGREEMENT



INSTRUCTIONS: Submit this Agreement (original) to Ecology as part of your Application. Before submitting, enter the Customer's name and the Site's address on the first page and sign the Agreement on the second page. If your Application is accepted, then Ecology will do the following: 1) identify the Site and VCP project in the box below; 2) sign the Agreement; and 3) send you a copy of the completed Agreement.

This document constitutes an Agreement between the State of Washington Department of Ecology (Ecology) and The City of Marysville (Customer) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified below and associated with the following address:
60 State Avenue, Marysville, WA 98270

The purpose of this Agreement is to facilitate independent remedial action at the Site. Ecology is entering into this Agreement under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC. If a term in this Agreement is defined in MTCA or Chapter 173-340 WAC, then that definition shall govern.

Services Provided by Ecology

Upon request, Ecology agrees to provide the Customer informal site-specific technical consultations on the independent remedial actions proposed for or performed at the Site consistent with WAC 173-340-515(5). Those consultations may include assistance in identifying applicable regulatory requirements and opinions on whether the remedial actions proposed for or conducted at the Site meet those requirements.

Ecology may use any appropriate resource to provide the Customer with the requested consultative services. Those resources may include, but shall not be limited to, those of Ecology and the Office of the Attorney General. However, Ecology shall not use independent contractors unless the Customer provides Ecology with prior written authorization.

In accordance with RCW 70.105D.030(1)(i), any opinions provided by Ecology under this Agreement are advisory only and not binding on Ecology. Ecology, the state, and officers and employees of the state are immune from all liability. Furthermore, no cause of action of any nature may arise from any act or omission in providing, or failing to provide, informal advice and assistance under the VCP.

Payment for Services by Customer

The Customer agrees to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Customer consistent with WAC 173-340-515(6) and 173-340-550(6). Those costs may include the costs incurred by attorneys or independent contractors used by Ecology to provide the requested consultative services. Ecology's hourly costs shall be determined based on the method in WAC 173-340-550(2).

Ecology shall mail the Customer a monthly itemized statement of costs (invoice) by the tenth day of each month (invoice date) that there is a balance on the account. The invoice shall include a summary of the costs incurred, payments received, identity of staff involved, and amount of time staff spent on the project.

The Customer shall pay the required amount by the due date, which shall be thirty (30) calendar days after the invoice date. If payment has not been received by the due date, then Ecology shall withhold

FOR COMPLETION BY ECOLOGY ONLY	Facility / Site Name: <u>Crown Pacific</u>
	Facility / Site No.: <u>85223839</u>
	VCP Project No.: <u>NW2260</u>

any requested opinions and notify the Customer by certified mail that the debt is past due. If payment has not been received within sixty (60) calendar days of the invoice date, then Ecology shall stop all work under the Agreement and may, as appropriate, assign the debt to a collection agency under Chapter 19.16 RCW. The Customer agrees to pay the collection agency fee incurred by Ecology in the course of debt collection.

Reservation of Rights / No Settlement

This Agreement does not constitute a settlement of liability to the state under MTCA. This Agreement also does not protect a liable person from contribution claims by third parties for matters addressed by the Agreement. The state does not have the authority to settle with any person potentially liable under MTCA except in accordance with RCW 70.105D.040(4). Ecology's signature on this Agreement in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority.

Ecology reserves all rights under MTCA, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

Effective Date, Modifications, and Severability

The effective date of this Agreement shall be the date on which this Agreement is signed by the Toxics Cleanup Program's Section Manager or delegated representative. This Agreement may be amended by mutual agreement of Ecology and the Customer. Amendments shall be in writing and shall be effective when signed by the Toxics Cleanup Program's Section Manager or delegated representative. If any provision of this Agreement proves to be void, it shall in no way invalidate any other provision of this Agreement.

Termination of Agreement

Either party may terminate this Agreement without cause by sending written notice by U.S. mail to the other party. The effective date of termination shall be the date Ecology sends notice to the Customer or the date Ecology receives notice from the Customer, whichever occurs first. Unless otherwise directed, issuance of a No Further Action opinion, either for the Site as a whole or for a portion of the real property located within the Site, shall constitute notice of termination by Ecology.

Under this Agreement, the Customer is only responsible for costs incurred by Ecology before the effective date of termination. However, termination of this Agreement shall not affect any right Ecology may have to recover its costs under MTCA or any other provision of law.

Representations and Signatures

The undersigned representative of the Customer hereby certifies that he or she is fully authorized to enter into this Agreement and to execute and legally bind the Customer to comply with the Agreement.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

THE CITY OF MARYSVILLE
Name of Customer

Russ Ober VCP Unit Supervisor
Signature

[Signature]
Signature

Russ Ober VCP Unit Supervisor
Printed Name

SHAWN SMITH
Printed Name of Signatory

Section Manager, Bob Warren NW-TCP
Toxics Cleanup Program Section

ENGINEERING SERVICES MANAGER
Title of Signatory

Date: 2/23/10

Date: 2/2/2010

If you need this document in an alternative format, please call the Toxics Cleanup Program at 360-407-7170. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.

**Department of Ecology – Northwest Regional Office
Underground Storage Tank Notice of Confirmed Release**

F/S UST Interaction
 F/S LUST Interaction
(data entry use only)

Release ID (LUST #): 592428 Site ID (UST #): 1638 Fac/Site ID (FS #): 85223839

SITE SUMMARY	OWNER (PARTY)
Name: <u>Garka Mill Co Inc</u>	Name: _____
Address: <u>60 State Ave</u>	Address: _____
City: <u>Manysville</u>	City: _____
County: <u>Snohomish</u> Zip + 4: _____	Zip + 4: _____
Phone: _____	Phone: _____
Contact: _____	Contact: _____

Release Detail: Alternate Name: <u>Crown Pacific</u> (=Ecy. file name) ERTS #: _____ Date Ecology Notified: <u>2-8-10</u> Notification Type: (Field Visit) <u>(Letter/Report)</u> (Phone Call) Call Receiver: <u>VCP</u> Free Product First Observed: _____ (date) Free Product Gone: _____ (date) Spread Off Site? (Yes) (No)	Release Status: <input type="checkbox"/> Awaiting Cleanup <input checked="" type="checkbox"/> Cleanup Started <u>8-26-1996</u> <input type="checkbox"/> GW Monitoring <input type="checkbox"/> No Further Action Date: _____ **Media Affected, Contaminants (see page 2)** Acres Remediated _____ Cleanup Technologies (see page 2) _____
Comments (include contamination levels above MTCA): <u>Large site, one plume may have been caused by adjacent Texaco. Another plume caused by UST(s) from former boat manufacturing facility, in western portion of parcel. Plume from former kiln UST area had 2 soil samples w/ TPH-D exceeding MTCA A levels. TPH-D = 4,060 ppm + 2,970 ppm. GW: TPH-D = 16,500 ppb, TPH-O = 1,530 ppb.</u>	
Cause of Release: (Overfill) (Piping Failure) (Spill) (Tank Failure) (Unknown) (Physical/Mechanical Damage) (Corrosion) (Install Problem)	

Consultant / Other Contacts		
Contact Name	Affiliation	Phone #
_____	_____	_____
_____	_____	_____

TANK INFORMATION (if New or Changed)							
Tank #	Substance	Status	Status Date	Capacity (Gallons)	Permanent Closure Date	Abandoned Yes/No	
1							
2							
3							
4							
5							
6							

Written by: Gayle Garbush Date: 3/30/10 Entered by: Gayle Garbush Date: 3/30/10

HAZARDOUS SUBSTANCE	AFFECTED MEDIA				
	SOIL	GROUND WATER	SURFACE WATER	SEDIMENT	AIR
EXAMPLE: Benzene	C	S	N/A	N/A	N/A
Gasoline	C	C			
Benzene					
Toluene					
Ethylbenzene					
Xylenes					
Diesel	C	C			
Oil		C			
Lead					
MTBE					

When identifying the affected media in the table above, please use one of the following codes:

- C = confirmed, above cleanup level
- B = confirmed, below cleanup level
- O = confirmed, not present
- S = suspected
- N/A = not suspected
- U = unknown

Plume 2 - Unknown UST & drainfield area.
(former location of 12,000 gal UST)
Soil - TPH-G = 1440 ppm; GW = Below MTCA A levels

Area 3 (Plume 3) Former UST used by Former Boat Mfg facility
Soil - below MTCA A levels
GW - TPH-G = 1,020 ppb; TPH-D = 9.73 ppb; Lead = 34 ppb

Area 6 - Area adjacent to Texaco Service Station
Soil - TPH-D = 12,000 ppm (8ft-dp)
GW - TPH-G/D/O = 922 / 3,590 / 1,110 ppb

Cleanup Technologies

SOIL:	Groundwater:	Sediment:
S- Bioremediation/Enhanced Bioremed.	GW-Bioremed/Enhanced Bioremed	SED-Cap/Cover
S-Cap/Cover	GW-Containment	SED-Containment
S-Containment	GW-Dual-Phase Extraction	SED-Excavation & Disposal
(S) Excavation & Disposal - Rabanco 140 209	GW-Monitored Natural Attenuation	Air:
S-Vapor Extraction (in-situ or ex-situ)	GW-In-situ Phys/Chem Treatment	A-Source Removal
S-Reuse/Recycling	GW-Pump & Treat	A-Impermeable Barrier
S-Thermal Treatment (in-situ or ex-situ)	GW-Other GW Technologies	A-Ventilation
S-Dilution (in-situ or ex-situ)		Surface Water:
S-Other Technologies		SW-Other Technologies

Cleanup Method: (Method A) (Method B) (Method C) .



Voluntary Cleanup Program

Washington State Department of Ecology
Toxics Cleanup Program

APPLICATION FORM

Under the Voluntary Cleanup Program (VCP), the Department of Ecology (Ecology) may provide informal site-specific technical consultations to persons conducting independent remedial actions at a hazardous waste site. Ecology may provide such consultations under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC.

To enter the VCP, complete and submit to the Department of Ecology (Ecology) a VCP Application. The Application consists of the following two documents:

1. Application Form (including required attachments). ← **THIS DOCUMENT**
2. Agreement.

For guidance on how to complete your Application, please refer to the Application Instructions, which are available separately on the VCP web site: www.ecy.wa.gov/programs/tcp/vcp/vcpmain.htm.

Part 1 - ADMINISTRATION

A. Customer Information. The Customer is the person or organization requesting services from Ecology under the VCP, and is responsible for paying the costs incurred by Ecology. The authority and duty of the Customer are explained in the Agreement.

Name of Customer: The City of Marysville

What type of entity is the Customer?

Person

If the Customer is a "person," then the Customer shall serve as both the Manager and Billing Contact for the Project. When identifying the Project Manager below, please enter the name of the Customer and his or her contact information.

Organization

If the Customer is an "organization," then please identify below both a Manager and Billing Contact for the Project. Those persons must be employed by the organization.

What is the Customer's involvement at the Site? Please check all that apply.

Property owner

Business owner (operator)

Past property owner

Mortgage holder

Future property owner

Consultant

Property lessee

Attorney

Other – please specify: _____

If not the current property owner, is the Customer acting as the agent for the property owner?

Yes No

If not the current property owner, is the Customer authorized to grant access to the property?

Yes No

Part 1 – ADMINISTRATION continued

B. Project Manager Information. Ecology will send this person all official correspondence. Please enter the required information below.

Name: Shawn Smith		Title: Engineering Services Manager	
Mailing address: 80 Columbia Avenue			
City: Marysville		State: WA	Zip: 98270
Phone: 360-363-8224	Fax: 360-651-5099	E-mail: ssmith@marysvillewa.gov	

C. Project Billing Contact Information. Ecology will send this person monthly invoices.

Is the Project Billing Contact the same as the Project Manager?

- Yes *If you answered "YES," then skip to the next question.*
 No *If you answered "NO," then please enter the required information below.*

Name: Allena Olson		Title: Financial Analyst	
Mailing address: 80 Columbia Avenue			
City: Marysville		State: WA	Zip: 98270
Phone: 360-363-8123	Fax: 360-651-5099	E-mail: aolson@marysvillewa.gov	

D. Project Consultant Information.

Is the Customer a consultant?

- Yes *If you answered "YES," then skip to the next question.*
 No *If you answered "NO" and the Customer hired a consultant to conduct the independent remedial action, then enter the required information below.*

Name:		Title:	
Organization:			
Mailing address:			
City:		State:	Zip:
Phone:	Fax:	E-mail:	

Do you want Ecology to contact the Project Consultant?

- Yes No

E. Property Owner Information.

Is the Customer the owner of the property where independent remedial action is being conducted?

- Yes *If you answered "YES," then enter the type of entity and skip to the next question.*
 No *If you answered "NO," then please enter all of the required information below.*

Name:		Title:	
Organization:			
Mailing address:			
City:		State:	Zip:
Phone:	Fax:	E-mail:	

Part 1 – ADMINISTRATION continued

What type of entity is the property owner? Please check only one.

- | | |
|--|---|
| <input type="checkbox"/> Private | <input type="checkbox"/> County |
| <input type="checkbox"/> Tribal | <input checked="" type="checkbox"/> Municipal |
| <input type="checkbox"/> Federal | <input type="checkbox"/> Mixed |
| <input type="checkbox"/> State | <input type="checkbox"/> Public School |
| <input type="checkbox"/> Other – please specify: _____ | |

F. Request for Written Opinion.

Are you submitting a remedial action plan or report with your VCP Application?

- Yes No

If you answered "YES" above, do you want Ecology to provide you with a written opinion on the planned or completed remedial action?

- Yes No

Please note that Ecology's opinion will be limited to:

- Whether the planned or completed remedial action at the site meets the substantive requirements of the Model Toxics Control Act (MTCA), and/or
- Whether further remedial action is necessary at the site under MTCA.

Do you expect to request additional written opinions in the future?

- Yes No

G. Reporting Requirements.

Please comply with the following reporting requirements when requesting written opinions on planned or completed remedial actions:

- Licensing.** Documents submitted containing geologic, hydrologic, or engineering work must be under the seal of an appropriately licensed professional, as required by Chapters 18.43 and 18.220 RCW.
- Data Submittal.** Environmental sampling data must be submitted in both a printed form and an electronic form capable of being transferred into Ecology's data management systems. For instructions on how to submit the data, please refer to the following Ecology web site: www.ecy.wa.gov/programs/tcp/data_submittal/Data_Requirements.htm.

Failure to comply with these requirements may result in unnecessary delays. Ecology will not issue a No Further Action (NFA) opinion unless these requirements are satisfied.

Part 2 - DESCRIPTION OF THE SITE

A. Name of the Site. If Ecology has already identified the Site, enter the name provided by Ecology. Otherwise, enter a suggested name for the Site. You may also include an alternate name.

Name: Crown Pacific

Alternate Name:

B. Location of Property where the Releases Occurred (Source Property).

The "source property" is the property where hazardous substances were released into the environment. For example, if petroleum was released from a leaking UST, the source property is the property where the UST was located.

Do you know on which property the releases occurred?

- Yes *If you answered "YES," then please refer to the source property when answering the following questions.*
- No *If you answered "NO," then please refer to the property addressed by your remedial action (cleanup) when answering the following questions.*

Physical Address. Please enter the physical address of the property below.

Street Address: 60 State Avenue

City: Marysville

State: WA

Zip: 98270

Geographic Position. Please enter the geographical position of the property below. For additional guidance on how to complete this part, please refer to instructions on the VCP web site.

COORDINATES	LATITUDE:	Degrees: 48	Minutes: 02	Seconds: 50
	LONGITUDE:	Degrees: -122	Minutes: 10	Seconds: 35
LOCATION ON PROPERTY: [e.g., point of release or center of parcel]		Center of Parcel		
COLLECTION METHOD: [e.g., GPS or address matching]		GIS		
COLLECTION SOURCE: [i.e., map scale]		Map Scale		
HORIZONTAL DATUM: [i.e., base reference for coordinate system]		NAD83		
ACCURACY LEVEL: [i.e., +/- feet or meters]		+/- 3'		

Legal Descriptions.

TRS DATA:	Township: 30	Range: 05	Section: 33	Quarter-Quarter: NW
TAX PARCEL #(s):	30053300201200			

Part 2 - DESCRIPTION OF THE SITE continued

C. Identification of Properties affected by the Releases (Affected Properties).

An "affected property" is a property affected by the release of hazardous substances on the source property. For example, petroleum released from a leaking UST on one property (source property) may migrate through the soil or ground water onto an adjacent property (affected property).

Do any of the releases affect any properties adjacent to the source property?

- Yes *If you answered "YES," then please identify below each property that you know has been affected by the releases on the source property. If you need to identify additional properties, please attach additional pages.*
- No *If you answered "NO," then skip to the next question.*
- Unknown *If you answered "UNKNOWN," then skip to the next question.*

1.	Address:
	Tax Parcel(s):
2.	Address:
	Tax Parcel(s):
3.	Address:
	Tax Parcel(s):
4.	Address:
	Tax Parcel(s):

D. Identification of Public Right-of-Ways affected by the Releases.

Do any of the releases affect any public right-of-ways (e.g., streets)?

- Yes
- No
- Unknown

If you answered "YES" above, please specify below. Otherwise, skip to the next question.

Attach additional pages if necessary.

E. Extent of the Site.

What is the approximate areal extent of the Site? Please check only one.

- < 5,000 square feet
- > 5,000 square feet, but < 1 acre
- > 1 acre, but < 10 acres
- > 10 acres
- Unknown

Part 2 - DESCRIPTION OF THE SITE continued

F. Description of Release(s) at the Site.

Source of Release(s).

What are the source(s) of the release(s) at the Site? Please check all that apply.

- Point source (e.g., leaking tank)
- Non-point source (e.g., contaminated soil used as fill)
- Area-wide lead and arsenic soil contamination (see questions below)
- Other – please specify: _____
- Unknown

To the extent known, please describe the source(s) of the release(s):

A possible past fuel spill or possible migration from a leaking UST at the Texaco facility to the north of the parcel is the source of contamination in Area 1.

12,000 Gallon 'Unknown' UST - Based previous investigations, it was known that petroleum- and hazardous material-impacted soil remained in this area after the 1996 remedial action that removed approximately 60 CY of contaminated soil. Contamination in this area is most likely from the former UST (used to store gasoline) that was removed prior to the remedial action.

Former Boat Manufacturing Facility - Historical information indicated a former boat manufacturing facility in the unpaved southwest portion of the site and also a former small gasoline UST.

Attach additional pages if necessary.

Circumstances of Release(s). To the extent known, please describe below the circumstances of the release(s).

A possible past fuel spill or possible migration from a leaking UST at the Texaco facility to the north of the parcel is the source of contamination in Area 1.

12,000 Gallon 'Unknown' UST - Based previous investigations, it was known that petroleum- and hazardous material-impacted soil remained in this area after the 1996 remedial action that removed approximately 60 CY of contaminated soil. Contamination in this area is most likely from the former UST (used to store gasoline) that was removed prior to the remedial action.

Former Boat Manufacturing Facility - Historical information indicated a former boat manufacturing facility in the unpaved southwest portion of the site and also a former small gasoline UST.

Attach additional pages if necessary.

Circumstances of Release Discovery. To the extent known, please describe below the circumstances of the discovery of the release(s).

Unkown. The discovery was made several years prior to the City of Marysville's purchase of the property.

Attach additional pages if necessary.

Part 2 - DESCRIPTION OF THE SITE continued

Area-Wide Soil Contamination. For information about the area-wide soil contamination project, please refer to the following web site: www.ecy.wa.gov/programs/tcp/area_wide/area_wide_hp.html. For information about the Tacoma Smelter Plume (TSP) and the associated Management Plan, please refer to the following web site: www.ecy.wa.gov/programs/tcp/sites/tacoma_smelter/ts_hp.htm.

Is the Site located within an area affected by smelter emissions, such as the TSP area?

Yes No Unknown

To determine whether your Site is located within the TSP area, please refer to the map on the TSP web site identified above.

Is the Site located on a former apple or pear orchard in operation prior to 1947?

Yes No Unknown

Is the Site impacted by area-wide arsenic and/or lead soil contamination?

Yes No Unknown

G. Nature and Extent of Hazardous Substances Released at the Site. The following questions refer to conditions after the release, but prior to any cleanup, of the hazardous substances at the Site.

Hazardous Substances and Affected Media. To the extent known, please identify in the following table the hazardous substances released at the Site and the media (e.g., soil) impacted by those substances. Use the codes at the bottom of the table.

HAZARDOUS SUBSTANCE	AFFECTED MEDIA				
	SOIL	GROUND WATER	SURFACE WATER	SEDIMENT	AIR
EXAMPLE: Benzene	C	S	N/A	N/A	B
diesel	C	S	N/A	N/A	N/A
petroleum - gasoline	C	S	N/A	N/A	N/A
carcinogenic polycyclic aromatic hydrocarbons (cPAHs)	c	s	N/A	N/A	N/A
methylene chloride (likely from a solvent used at the boat manufacturing facility)	c	s	N/A	N/A	N/A
waste motor oil	c	s	N/A	N/A	N/A

When identifying the affected media in the table above, please use one of the following codes:

- C = confirmed, above cleanup level
- B = confirmed, below cleanup level
- O = confirmed, not present
- S = suspected
- N/A = not suspected
- U = unknown

Part 2 - DESCRIPTION OF THE SITE continued

Drinking Water.

Does any of the contamination at the Site pose a threat or potential threat to an existing drinking water source (ground water or surface water)?

Yes No Unknown

If you answered "YES" above, what type of drinking water system is threatened by the contamination? Please check all that apply.

Single Family
 Community

Indoor Air.

Are contaminant odors present in any buildings, manholes, or other confined spaces?

Yes No Unknown

If you answered "YES" above, please specify:

Attach additional pages if necessary.

H. Maps of the Site.

Please attach to this application map(s) that identify, to the extent known, the following:

- The location of the site.
- The properties, and any public right-of ways, affected by the site.
- The source(s) of the release(s) at the site.
- The nature and extent of contamination at the site.
- Any human or ecological receptors impacted by the site (e.g., drinking water wells).
- The physical characteristics of the site (e.g., property lines, building and road outlines, surface water bodies, water supply wells, ground water flow direction, and utility right-of-ways).
- The properties adjacent to the site and the uses of those properties (e.g., gas station, dry cleaner, residential).

Part 3 – OPERATIONAL HISTORY OF THE SITE

A. Current Use of Source Property. Note that the following questions refer only to the Source Property, not other properties affected by the Site. Answer these questions to the best of your ability.

Current Property Owners. To the extent known, please identify below the current owner of the source property.

Name: The City of Marysville	Title:	
Organization:		
Mailing address: 80 Columbia Ave		
City: Marysville	State: WA	Zip code: 98270
Phone: 360-363-8224		

Current Business Owner (Operator). To the extent known, please identify below the current owner of the business located on the source property.

Name: Same	Title:	
Organization:		
Mailing address:		
City:	State:	Zip code:
Phone:		

Current Business Operations. To the extent known, please identify below the current operations of the business located on the source property.

What is the current land use of the source property? Please check all that apply.

<input type="checkbox"/> Residential	<input type="checkbox"/> School
<input checked="" type="checkbox"/> Commercial	<input type="checkbox"/> Childcare facility
<input type="checkbox"/> Industrial	<input type="checkbox"/> Park
<input type="checkbox"/> Agricultural	
<input type="checkbox"/> Other – please specify: _____	

Is there a currently operational commercial or industrial business located on the source property?

Yes No Unknown

If you answered "YES" above, please identify in the following table the current business operations using the North American Industry Classification System (NAICS) codes and specifying the operations.

NAICS CODE	DESCRIPTION OF OPERATIONS
EX: 447110	Gasoline Stations with Convenience Stores
54132	City Planning Services

Part 3 – OPERATIONAL HISTORY OF THE SITE continued

Is there a solid waste handling facility located on the Source Property?
 Yes No Unknown
 If you answered "YES" above, please identify:

Attach additional pages if necessary.

Is there a dangerous waste treatment, storage, or disposal facility located on the Source Property?
 Yes No Unknown
 If you answered "YES" above, please identify:

Attach additional pages if necessary.

Regulation of Current Business Operations.

Does the business operate under any federal, state, or local permits related to the release of hazardous substances into the environment (e.g., NPDES permit)?
 Yes No Unknown
 If you answered "YES" above, please specify the regulated operation, the name of the permit, and the date it was issued in the table below.

REGULATED OPERATION	PERMIT	DATE ISSUED
EX: Wastewater discharge	NPDES permit	02/02/02

Has a state or federal notice of enforcement action (e.g., notice of violation) ever been issued related to the release of hazardous substances at the business?
 Yes No Unknown
 If you answered "yes" above, please specify (notice and year issued): _____

Have business operations resulted in any other spills or other unpermitted releases on the source property?
 Yes No Unknown
 If you answered "YES" above, please specify in the table below.

RELEASE	DATE OF RELEASE	STATUS OF RELEASE

Part 3 – OPERATIONAL HISTORY OF THE SITE continued

Storage Tank Information. In table below, please identify all above ground storage tanks (AST) and underground storage tanks (UST) that have been used for storing hazardous substances on the source property, irrespective of whether the tanks are still in use or in place. *If you are unable to provide answers to specific questions regarding a tank, please enter "U" for unknown.*

IDENTIFICATION				STATUS AND CLOSURE				RELEASES	
Hazardous Substance	Type (AST/UST)	Size (Gallons)	TANK ID	DATE INSTALL	IN USE (Y/N)	DATE CLOSED	CLOSURE METHOD (*)	PAST (Y/N)	CURRENT (Y/N)
EX: Diesel	UST	10,000	4	02/87	N	05/98	Removed	Y	N
Petroleum	UST	12000	U	U	N	u	Removed	Y	N
Gasoline	UST	U	U	U	N	U	Removed	Y	N

(*) Options = Removed or Closed in Place

B. Past Use of Source Property. Note that the following questions refer only to the Source Property, not other properties affected by the Site. Please answer these questions to the best of your ability.

Past Property Owners. To the extent known, please identify below the owner of the source property at the time the release occurred.

Name: Crown Pacific Title:

Organization: Crown Pacific

Mailing address: 121 SW Morrison St. Suite 1500

City: Portland State: Oregon Zip code: 997204

Phone: Fax: E-mail:

Past Business Owners (Operators). To the extent known, please identify below the owner of the business (operator) at the time the release occurred.

Name: Title:

Organization:

Mailing address:

City: State: Zip code:

Phone: Fax: E-mail:

Identification of Past Business Operations. Please identify in the following table the past operations of businesses located on the source property using the North American Industry Classification System (NAICS) codes and/or specifying the operations.

NAICS CODE	DESCRIPTION OF OPERATIONS
EX: 447110	Gasoline Stations with Convenience Stores
336612	Boat Manufacturing Facility
321113	Sawmill

Part 3 – OPERATIONAL HISTORY OF THE SITE continued

C. Future Use of Source and Affected Properties. The following questions refer to both source and affected properties. Please answer these questions to the best of your ability.

Will any ownership interest in the source or affected properties be conveyed prior to, or upon completion of, the cleanup?

- Yes No Unknown

If you answered "YES" above, please specify:

Attach additional pages if necessary.

Will any of the source or affected properties, or portions of those properties, be redeveloped as part of the cleanup?

- Yes No Unknown

If you answered "YES" above, please specify the proposed land use below. Please check all that apply.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Residential | <input type="checkbox"/> School |
| <input type="checkbox"/> Commercial | <input type="checkbox"/> Childcare facility |
| <input type="checkbox"/> Industrial | <input type="checkbox"/> Park |
| <input type="checkbox"/> Agricultural | |
| <input type="checkbox"/> Other – please specify: | |

Please also specify the activities proposed for that land use:

Property is zoned for Residential development.

Attach additional pages if necessary.

Part 4 – ADMINISTRATIVE HISTORY OF THE SITE

Have you previously reported the release(s) of hazardous substances at the Site to Ecology?
 Yes – If so, when? _____ No Unknown

Has the cleanup of the Site, or any portion of the Site, ever been managed under the VCP?
 Yes – If so, please specify the VCP Project Number: _____
 No
 Unknown

Has the cleanup of the Site, or any portion of the Site, ever been managed under a federal or state order or decree?
 Yes – If so, please specify the type and docket number: _____
 No
 Unknown

Part 5 – DESCRIPTION OF INDEPENDENT REMEDIAL ACTIONS AT THE SITE

A. Scope of Remedial Actions.

Do you plan to characterize and address all of the contamination at the Site, including any contamination located on affected adjacent properties, as part of the VCP project?
 Yes No Unknown

If you answered "NO" above, please describe below the scope of the VCP project, including the contamination (properties, portions of a property, media and/or hazardous substances) that you DO NOT plan on characterizing and/or addressing as part of the VCP project. Please include additional pages if necessary.

Attach additional pages if necessary.

Part 5 – DESCRIPTION OF INDEPENDENT REMEDIAL ACTIONS AT THE SITE continued

B. Status of Remedial Actions.

What is the current status of remedial actions at the site? Please check all that apply in the table below.

REMEDIAL ACTION	PLANNED	ONGOING	COMPLETED	NOT APPLICABLE
INITIAL RESPONSE (UST ONLY)			X	
INTERIM ACTION			X	
REMEDIAL INVESTIGATION			X	
FEASIBILITY STUDY			X	
CLEANUP ACTION	X	X	X	

C. Documentation of Remedial Actions.

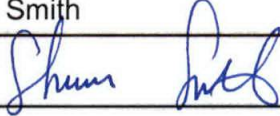
Please list in the table below all known remedial action plans or reports produced for the site, including:

- The title of the plan or report,
- The author (e.g. consulting firm) of the plan or report,
- The date the plan or report was produced,
- Whether the plan or report has been submitted to Ecology,
- The date the plan or report was submitted to Ecology.

	TITLE	AUTHOR	DATE	SUBMITTED TO ECOLOGY	
				Y/N?	DATE
EX:	John Doe's Site: Remedial Investigation Work Plan	Mom's Consulting Firm	02/20/05	NO	N/A
1.	Crown Pacific: Phase 1 Environmental Site Assessment	Century West Engineering Corporation	04/21/00	U	N/A
2.	Crown Pacific: Phase 1/2 Environmental Site Assessment and Remediation Report	Century West Engineering Corporation	9/11/1996	U	N/A
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Part 6 – STATEMENT AND SIGNATURE

A. Statement and Signature. The undersigned affirms that the information contained in this application is true and accurate to the best of his or her knowledge. Please note that someone other than the Customer may sign this Application Form.

Name: Shawn Smith		Title: Engineering Services Manager	
Signature: 		Date: 2/2/2010	
Organization: City of Marysville, WA			
Mailing address: 80 Columbia Ave			
City: Marysville		State: WA	Zip code: 98270
Phone: 360-363-8224	Fax: 360-651-5099		E-mail: ssmith@marysvillewa.gov

B. Affiliation.

What is the signatory's involvement at the Site? Please check all that apply.

- Customer
- Property Owner
- Consultant
- Attorney
- Other – please specify: _____

If you need this publication in an alternate format, please call the Toxics Cleanup Program at 360-407-7170. Persons with hearing loss can call 711 for Washington Relay Service. Persons with a speech disability can call 877-833-6341.



DEPARTMENT OF
ECOLOGY
State of Washington

RECEIVED
DATE

MAY 07 2018

Washington State Department of Ecology
Toxics Cleanup Program

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: kchenault@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 5/9/18

By: 
Signature Date 4/26/18

Jim Pendowski

Toxics Cleanup Program Manager

Jon Nehring
Print Name:

Mayor
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.
-

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 # IAA No. C1800147

Recipient Information – For Recipient Use Only

1. Legal Name City of Marysville	2. DUNS Number 076658673																		
3. Principle Place of Performance 80 Columbia Avenue																			
3a. City Marysville	3b. State WA																		
3c. Zip+4 98270-5130	3d. Country USA																		
4. Are you registered in CCR? <input checked="" 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. <p><input type="checkbox"/> NO. Skip to signature block. Sign, date and return.</p> <p><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.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 30%;">Name Of Official</th> <th style="width: 30%;">Position Title</th> <th style="width: 40%;">Total Compensation Amount*</th> </tr> </thead> <tbody> <tr><td>1.</td><td></td><td></td></tr> <tr><td>2.</td><td></td><td></td></tr> <tr><td>3.</td><td></td><td></td></tr> <tr><td>4.</td><td></td><td></td></tr> <tr><td>5.</td><td></td><td></td></tr> </tbody> </table>		Name Of Official	Position Title	Total Compensation Amount*	1.			2.			3.			4.			5.		
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 Kari Chennault	Date 5/07/2018
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**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

IAA No. C1800147

Subaward Project Description (see instructions and example below)

Remedial Investigation and Feasibility Study: The City of Marysville, in coordination with Kennedy/Jenks Consultants, will perform a remedial investigation and feasibility study at 60 State Avenue in Marysville, WA. Additional groundwater samples will be obtained to support the study.

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.