

WHATCOM COUNTY CONTRACT INFORMATION SHEET		Whatcom County Contract No. 201907027	
Originating Department:		85 Health	
Division/Program: (i.e. Dept. Division and Program)		8540 Environmental Health / 854085 Solid Waste	
Contract or Grant Administrator:		Kathleen Roy	
Contractor's / Agency Name:		WA State Department of Ecology	
Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____			
Does contract require Council Approval? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If No, include WCC: _____ Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)			
Is this a grant agreement? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> If yes, grantor agency contract number(s): <u>C2000030</u> CFDA#: _____			
Is this contract grant funded? Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, Whatcom County grant contract number(s): _____			
Is this contract the result of a RFP or Bid process? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, RFP and Bid number(s): _____		Contract Cost Center: <u>657200</u>	
Is this agreement excluded from E-Verify? No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> If no, include Attachment D Contractor Declaration form.			
If YES, indicate exclusion(s) below: <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Professional services agreement for certified/licensed professional. <input type="checkbox"/> Contract work is for less than \$100,000. <input type="checkbox"/> Contract work is for less than 120 days. <input checked="" type="checkbox"/> Interlocal Agreement (between Governments). </div> <div style="width: 50%;"> <input type="checkbox"/> Contract for Commercial off the shelf items (COTS). <input type="checkbox"/> Work related subcontract less than \$25,000. <input type="checkbox"/> Public Works - Local Agency/Federally Funded FHWA. </div> </div>			
Contract Amount:(sum of original contract amount and any prior amendments): \$ <u>258,705</u>		Council approval required for; all property leases, contracts or bid awards exceeding \$40,000 , and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, except when : 1. Exercising an option contained in a contract previously approved by the council. 2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance. 3. Bid or award is for supplies. 4. Equipment is included in Exhibit "B" of the Budget Ordinance 5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.	
This Amendment Amount: \$ _____			
Total Amended Amount: \$ _____			
Summary of Scope: This agreement supports local governments in providing funding for conducting technical assistance and education outreach to small business in an effort to promote pollution prevention practices and protect Puget Sound marine water quality.			
Term of Contract: <u>2 Years</u>		Expiration Date: <u>06/30/2021</u>	
Contract Routing:		Date: <u>07/11/2019</u>	
1. Prepared by: JT		Date: <u>7-15-19</u>	
2. Attorney signoff:		Date: <u>7/17/19</u>	
3. AS Finance reviewed:		Date: <u>7/17/19</u>	
4. IT reviewed (if IT related):		Date: _____	
5. Contractor signed:		Date: _____	
6. Submitted to Exec.:		Date: _____	
7. Council approved (if necessary):		Date: <u>8/7/19</u>	
8. Executive signed:		Date: <u>8/8/19</u>	
9. Original to Council:		Date: <u>9-6-19</u>	



DEPARTMENT OF
ECOLOGY
State of Washington

RECEIVED

AUG 20 2019

HWTR-HQ

IAA No. C2000030

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

WHATCOM COUNTY HEALTH DEPARTMENT

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 Whatcom County Health Department, hereinafter referred to as the "CONTRACTOR," pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is for the CONTRACTOR to provide Pollution Prevention Assistance (PPA) Specialists who will provide technical assistance and education outreach to small businesses in an effort to prevent pollution of waters of the state as part of the Local Source Control Partnership. The PPA Specialists will make referrals to ECOLOGY as needed and report results.

WHEREAS, ECOLOGY has legal authority (RCW 70.95C and RCW 70.105) and the CONTRACTOR has legal authority (Small Business Technical Assistance Action 11.2.2.3 of the approved 2016 Whatcom County Comprehensive Solid and Hazardous Waste Management Plan) that allows each party to undertake the actions in this agreement.

WHEREAS, ECOLOGY will coordinate this Local Source Control (LSC) Partnership supporting collaborative efforts to protect and restore Puget Sound, the Spokane River Watershed, and the Columbia River Basin.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

The CONTRACTOR shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, Statement of Work and Appendix B, Budget Detail, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA shall commence on **July 1, 2019**, and be completed by **June 30, 2021**, 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.

Compensation for this agreement will be released in two 1-year phases. Phase One is limited to 50 percent of the project budget and Phase Two is the remaining 50 percent of the project budget. On or before August 15, 2020, ECOLOGY will evaluate available funding and the CONTRACTOR's performance and progress towards meeting contract deliverables and spending. To release the second year funding the CONTRACTOR, by June 30, 2020, must:

1. Complete a minimum of 40% of the total site visit deliverables, and
2. Utilize 40% of the total compensation award.

If performance obligations have been met and funding is available per ECOLOGY's determination, the full year 2 budget award will be considered available. Should the CONTRACTOR fail to make satisfactory progress or funding is limited, ECOLOGY will determine the appropriate additional funding to release for year 2 of the contract. ECOLOGY will consider various factors in determining year 2 funding including, but not limited to, available funding, performance to date, staff vacancies, time and costs spent on unique program elements, and potential circumstances beyond the CONTRACTOR's control.

The source of funds for this IAA is Model Toxics Control Operating-State (Fund 23P), Model Toxics Control Capital-State (Fund 23N). Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$258,705.00, 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 Appendix B, Budget Detail. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

Travel expenses (meals, lodging, and mileage) will be reimbursed according to current state rates at the time of travel, not to exceed the budget (see Appendix B, Invoice and Budget).

Purchase of source control tools or equipment (e.g. spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be listed in Goods and Services budget or Equipment budget in Appendix B. Any purchases of equipment or goods and services over \$1,000.00 not specifically listed in Appendix B must be pre-approved by ECOLOGY. When the agreement expires, or when the equipment is no longer needed for the originally authorized purpose (whichever comes first) the disposition of equipment shall be at Ecology's sole discretion.

Indirect rates will be paid as indicated in Appendix B. Changes to the indirect rate may be considered by Ecology. Contractor shall provide supporting documentation necessitating the change to Ecology. Ecology's approval will be communicated by e-mail. An increase in indirect rate does not increase the total contract award. Changes are handled by adjusting the budget between categories listed in Appendix

B. Changes to the total budget cost of the contract shall require an amendment. The budget referenced in Appendix B may be adjusted between categories with Ecology's preapproval, and as long as the total budget is not exceeded.

4) BILLING AND PAYMENT PROCEDURE

Payment requests 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 Hazardous Waste & Toxics Reduction Program Attn: Elaine Snouwaert Elaine.Snouwaert@ecy.wa.gov or 4601 N. Monroe Street Spokane, WA 99205
--

Payment requests shall be submitted on a quarterly basis. Invoices must be submitted by the dates outlined in Appendix A, Section IX. 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 Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.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 C2000030.
- d. Appendix A, Statement of Work.
- e. Appendix B, Budget Detail.
- f. Appendix C, Special Terms and Conditions.
- g. Exhibit 1.
- h. 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 materials 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 materials relevant to this Agreement must be retained for six years after expiration of this Agreement. 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. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are 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

CONTRACTOR 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 contractor and subcontractor requirements and reporting.

Prior to performance, all subcontractors 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 CONTRACTOR Representative is:
Name: Elaine Snouwaert Address: 4601 N. Monroe Street Spokane, WA 99205 Phone: 509-329-3503 Email: Elaine.Snouwaert@ecy.wa.gov	Name: Jeff Hegedus Address: Whatcom County Health Department 509 Girard Street Bellingham, WA 98225 Phone: (360) 739-0161 Email: jhegedus@co.whatcom.wa.us Fax: (360) 778-6001

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 signatures below.

**State of Washington
Department of Ecology**

Whatcom County Health Department

By:

Polly Zehm 8/22/15
Signature Date

By:

Regina A. Delahunt 7/12/19
Signature Date

Polly Zehm

Regina A. Delahunt

Print Name:

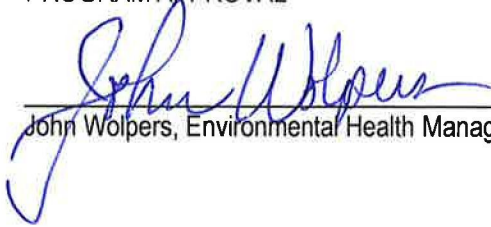
Director

Deputy Director

Title:

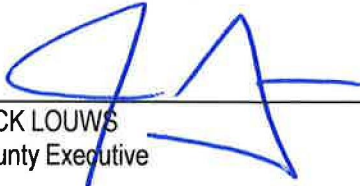
Approved as to form only:
Office of Attorney General

PROGRAM APPROVAL


John Wolpers, Environmental Health Manager


7/11/19
Date

WHATCOM COUNTY


JACK LOUWS
County Executive

STATE OF WASHINGTON)
)
COUNTY OF WHATCOM)

On this 8th day of August, 2019, before me personally appeared Jack Louws, to me known to be the Executive of Whatcom County and who executed the above instrument and who acknowledged to me the act of signing and sealing thereof.


NOTARY PUBLIC in and for the State of Washington,
residing at Bellingham.

My Commission expires: 12-31-22



APPROVED AS TO FORM:


Royce Buckingham, Deputy Prosecuting Attorney

7-15-19
Date

**APPENDIX A
STATEMENT OF WORK
WHATCOM COUNTY HEALTH DEPARTMENT**

Section I. Introduction

This Statement of Work is for the 2019-2021 biennial Interagency Agreement for the Local Source Control (LSC) Partnership which is overseen by the Washington State Department of Ecology (ECOLOGY) Hazardous Waste and Toxics Reduction Program.

The CONTRACTOR, through their Pollution Prevention Assistance (PPA) program, will conduct multimedia source control site visits and pollution prevention activities to Small Quantity Generators (SQGs) of dangerous waste and other businesses and organizations that may have potential to pollute stormwater. The site visits along with other pollution prevention activities conducted by the CONTRACTOR will be designed to reduce or eliminate hazardous waste and pollutants at the source.

To further facilitate the reduction or elimination of hazardous chemical use at the source, the CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives. This program will be known as the "Product/Equipment Replacement Incentive Program" or PERIP.

The LSC work is expected to fall within these general proportions:	
Technical Assistance visits * (see Section III) *approximately 10-15% of TA visits will involve PERIP	70%
Unique Program Elements (see Section II)	15%
Training (see Section VII)	10%
Other (admin, staff meetings, etc.)	5%

Key staff, estimated FTE and their roles are identified in Table 1.

Table 1: Key Staff

Staff Name	Estimated FTE	Role
Jeff Hegedus	0.02	Contract Management
Ed Halasz	0.80	PPA Specialist
Ed Halasz	0.05	PERIP Coordinator and Oversight
Jennifer Hawes	0.00	Billing

The CONTRACTOR is expected to interact with other partners within the Partnership to provide technical assistance and training, and share resources and experiences. The CONTRACTOR should set up alerts to receive notifications when requests for information have been made on the SharePoint Discussion Board. The CONTRACTOR must ensure at least one staff member is available to provide timely information and feedback to ECOLOGY's LSC Coordinator and to attend mandatory meetings and trainings. Feedback on Partnership goals, direction, and projects will occasionally be requested via online surveys and email requests.

CONTRACTOR shall act in a professional and ethical manner, and shall avoid any conflict of interest that might influence the CONTRACTOR's actions or judgment.

CONTRACTOR must disclose immediately to ECOLOGY any interest, direct or indirect, that might be construed as prejudicial in any way to the professional judgment of the CONTRACTOR in rendering service under this agreement.

Section II. Unique Program Elements

The CONTRACTOR will conduct the unique elements for their PPA program, outlined in Table 2.

Table 2: Unique Program Elements

Program Element	Deliverable(s)
Product/Equipment Replacement Incentive Program (PERIP)	Report on number of businesses where PERIP opportunity was discussed
	List of businesses & Type of replacement opportunity
	Number of businesses incentive issued to
PERIP Committee	Attend 85% of committee meetings (in-person or remotely)
	Review and provide comment on all PERIP materials
Planning Committee for In-Person Training	Participation in 90% of planning meetings and review of materials
	1 one-day training event for Partnership
EnviroStars Program	Contingent upon local funding of EnviroStars impact fees (not funded under this contract), and as an extension of LSC program services provided during site visits, support businesses who are interested in obtaining EnviroStars certification.

When unique outreach or educational materials are developed by the CONTRACTOR using Local Source Control (LSC) funds, a draft must be sent to ECOLOGY for review and approval. Finalized materials which may be useful to other Partners should be provided for upload to the resource Document Library on the Partnership SharePoint Site.

Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance site visits to small quantity generators of dangerous wastes, and to businesses or organizations that have the potential to pollute stormwater. Approximately 60% of the visits will be Initial Visits. If Initial Visits fall below 60%, then combined

Initial Visits and Follow-up Visits must account for at least 80% of the total visits. While necessary, efforts should be made to minimize Screening Visits.

- An **Initial Visit** occurs at the actual site and results in a completed 'checklist' (or enough data gathered to complete data entry into the LSC database). It will either be the first complete visit to a site OR the first visit in two or more years.
- A **Screening Visit** is an attempted visit to the site, but the business declined or put off the visit, OR you were interrupted during the visit and were unable to gather complete data, OR you discover that the facility does not exist anymore OR you discover that the business does not qualify for a visit under the LSC program.
- A **Follow-Up Visit** should occur within 90 days of the Initial Visit. Follow-up should generally be done through an on-site visit. However a phone conversation, mail or email exchange may count as a Follow-Up Visit if it includes confirmation that the issues that were identified in the initial visit were resolved. Follow-up Visits must be conducted to resolve High Priority Environmental Issues (See section below).

Table 3: Number of Technical Assistance Visits

Number of Total Visits	350
<i>Target for Initial Visits</i>	<i>210</i>

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2019-2021 technical assistance visits are listed in Table 4.

Table 4: Technical Assistance Targets

Target	Rationale for selecting
Marijuana Grow Operations	New growth industry with significant potential impacts.
City of Ferndale	City has requested assistance.
Whatcom County	Jurisdictional area

ECOLOGY may direct a portion of technical assistance visits toward specific priority sources or contaminants.

High Priority Environmental Issues

The below list are ECOLOGY's high priority environmental issues because they have the potential to directly impact human health and/or the environment. If one or more of these issues are found during a site visit, a Follow-up visit is justified (although not required). The severity of the issue will help determine if a Follow-up visit is necessary. A Follow-up visit to a business for other (non-high priority) issues is at the discretion of the CONTRACTOR. When unable to resolve high priority environmental issues, the Pollution Prevention Specialist will refer the issue to ECOLOGY or other appropriate agency.

- Hazardous waste being improperly designated
- Hazardous waste being improperly disposed
- Hazardous products/wastes being improperly stored
- Compromised dangerous waste containers need to be repaired or replaced
- Illegal plumbing connection

- Illicit discharge of wastewater to storm drain
- Improperly stored containerized materials
- Improperly stored non-containerized materials
- Leaks and spills in dangerous waste storage areas

Visit Guidance

The following guidance applies to technical assistance visits, unless otherwise discussed with ECOLOGY:

1. Prior to the visit:
 - Check the TurboWaste list provided by ECOLOGY on an annual basis to try and ensure that the business is not a Medium or Large Quantity Dangerous Waste Generator.
 - Check with ECOLOGY Urban Waters staff (where applicable) to ensure that business is not currently being visited by Urban Waters staff.
 - Coordinate with other entities that may be conducting business visits in the area to reduce potential “inspection fatigue.”
 - Research site and issues prior to the visit using a combination of data sources such as LSC Database for previous visits or visits to similar businesses, industry resources, news articles, etc.
2. During the visit:
 - Provide technical assistance on proper management of dangerous waste, prevention of stormwater pollution, spill prevention, and reduction of hazardous substance use (when applicable).
 - If appropriate, encourage businesses to participate in local green business programs, such as the EnviroStars business certification program.
 - If appropriate, discuss spill response preparedness and offer spill kit for developing a plan.
 - If appropriate, photograph observed issues for before and after success stories.
 - Activities that may be beneficial during the visit include, but are not limited to walking the site (interior and exterior), checking storm drains, checking for illicit connections, checking dumpster and waste storage, providing handouts, and ensuring necessary permits are in place.
3. At the end of the visit or after the visit:
 - Provide written follow-up to document the results of the visit. This can be done by leaving a copy of the ‘checklist’ or other documentation with the business at the end of the visit, by using the Commitment Postcard, by sending a follow-up letter/email, or alternatively by sending a ‘thank you’ postcard if no issues were identified.
 - If necessary, coordinate with other agencies (e.g. the fire marshal, code enforcement, stormwater, wastewater treatment, and/or moderate risk waste staff) to ensure that the information you are providing is consistent with the other agency’s regulations and/or best management practices.

Section IV. Product/Equipment Replacement Incentive Program (PERIP)

CONTRACTOR will seek and discuss opportunities to assist businesses with switching processes, products, or equipment to use effective safer-alternatives.

The first set of targeted chemicals and products include:

1. Disposal of PFAS-containing firefighting foam used by local fire departments.
2. Replacement of dry cleaning technology that uses perchloroethylene.
3. Disposal of PCB-containing light ballasts in schools.
4. Disposal of PCB-containing caulk from public or private buildings.
5. Disposal of mats, play pads, and gym foam pit materials containing PBDE flame-retardants at daycares.
6. Disposal of mercury thermostats in public or private buildings.

ECOLGY will develop and approve criteria which must be met to receive incentives for any of the above chemicals or products. Additional chemicals and products may also be added to this list.

PERIP incentive payments will be made through direct disbursement from ECOLOGY to the business implementing the product or equipment replacement. In order to facilitate these payments, the CONTRACTOR must maintain a record indicating how the business qualified for the incentive per the PERIP program's eligibility criteria. Eligibility criteria will be developed for each type of incentive offered.

For technical assistance visits, where PERIP is discussed, CONTRACTOR will record in the LSC Database the type of product or equipment replacement opportunity the business is interested in and other required information.

Prior to disbursement of a payment to a business, the following steps will be required:

1. CONTRACTOR conducts technical assistance visit and provides entities with recommendations to reduce or eliminate a qualifying chemical or product. These recommendations must be recorded in the LSC Database.
2. CONTRACTOR must communicate to the business that it may take up to 4 months to receive payment from ECOLOGY after purchase and that the business must respond to inquiries from ECOLOGY or the Office of Financial Management (OFM) in a timely manner to avoid delays in payment.
3. CONTRACTOR assists business as needed with paperwork required to apply for incentive, including a state payee registration form.
4. Business purchases approved product or equipment and converts fully to utilization of new product or equipment in accordance with the eligibility criteria for the incentive.
5. Business submits receipts for the product or equipment purchase and installation to the CONTRACTOR's representative.
6. CONTRACTOR verifies through a site visit and review of records that product or equipment has been installed per PPA Specialist or ECOLOGY recommendations, old product or equipment has been legally disposed of or decommissioned, and all other eligibility criteria have been met. This site visit will be entered as a follow-up visit in the LSC Database. If there are still issues or concern, the CONTRACTOR will schedule a follow-up visit or phone call to confirm product or equipment installation meets eligibility criteria.

7. CONTRACTOR provides all required documentation that product or equipment installation met eligibility criteria and was installed per requirement, a signed voucher form, and receipts to ECOLOGY.

Section V. Timeline

Table 5: Timeline

Time Period	Goal for number of Site Visits	Unique Program Element activities	Technical Assistance Target activities
July 1, 2019 – December 31, 2019	88	<ul style="list-style-type: none"> • PERIP • PERIP Committee • EnviroStars 	Marijuana Grow Operations, City of Ferndale, All business sectors
January 1, 2020 – June 30, 2020	87	<ul style="list-style-type: none"> • PERIP • PERIP Committee • EnviroStars 	Marijuana Grow Operations, City of Ferndale, All business sectors
July 1, 2020 – December 31, 2020	87	<ul style="list-style-type: none"> • Planning Committee for In-Person Training • PERIP • EnviroStars 	Marijuana Grow Operations, City of Ferndale, All business sectors
January 1, 2021 – June 30, 2021	88	<ul style="list-style-type: none"> • PERIP • EnviroStars 	Marijuana Grow Operations, City of Ferndale, All business sectors

Section VI. LSC Database

Information gathered during technical assistance visits must include all of the elements that are listed in the LSC checklist v. 5.0. (Exhibit 1) and be entered into ECOLOGY's LSC database. The following guidance applies to all technical assistance visits, unless otherwise discussed with ECOLOGY:

- Collect enough information to complete all of the applicable fields in ECOLOGY's LSC database and enter it into the database within 15 work days of the visit
- If you make a referral to a regulatory agency enter the information about the referral into the database within 15 work days of the referral
- Ensure that data entry is complete and accurate
- Refer to the LSC database instructions, or contact ECOLOGY support staff, for assistance with database entry
- If using paper checklists or equivalent documentation, maintain originals in accordance with your local public disclosure laws
- Sector Specific Checklists may be available on the ECOLOGY LSC (PPA) SharePoint Site

Section VII. Training

ECOLOGY expects that the CONTRACTOR will provide basic training to the Pollution Prevention Specialists on topics relevant to their position. ECOLOGY will provide additional training to ensure that CONTRACTOR's staff are properly trained and supported to conduct PPA activities, and that experienced staff are exposed to new information, and have opportunities to share their expertise for the benefit of the LSC Partnership. The following types of training are provided. Table 6 below contains a tentative training schedule.

New Staff Mentoring and Training

ECOLOGY staff and experienced PPA Specialists will provide a variety of training support to new PPA staff.

1. SharePoint New Specialists Resources

The LSC SharePoint site contains resource materials for new PPA specialists. A new hire must review these materials within the first two weeks of work as a PPA Specialist. ECOLOGY staff will also provide additional resources as needed.

2. Field Mentoring & Training Review

The CONTRACTOR will provide training to their new staff to ensure they can perform the work. In addition, ECOLOGY will assign two experienced PPA Specialists as a mentor to provide field training and support to a new hire. If available, one mentor will be from the CONTRACTOR's organization and the other mentor from another PPA partner jurisdiction in as close proximity as possible. Mentors will be assigned within two weeks of notifying ECOLOGY of new staff hires.

Field mentoring will involve a series of accompanied field visits designed by the mentor and ECOLOGY staff to support the needs of the new hire. When the mentor and new hire determine they are ready, an ECOLOGY staff will accompany the new hire on a few technical assistance visits, to ensure that they are providing accurate information on proper waste management, spill prevention, storm water pollution prevention, and toxics reduction opportunities.

3. In-person New Staff Training

A New Staff in-person training will be offered once or twice a year depending on need and resources available. This training will be planned and conducted by ECOLOGY staff and experienced PPA Specialists.

In-person Trainings for all PPA Specialists

Each In-person Training will be planned and conducted by teams of PPA Specialists from two to three LSC partners. Training topics are intended to help new staff become more competent in their work, and experienced staff to gain greater technical depth on relevant topics. ECOLOGY staff will determine the teams, provide initial guidance, review agendas, and provide support for planning and logistics.

Schedule: Typically these trainings are held the second Wednesday in September and March. The trainings are usually scheduled between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions if needed (see state travel rules). ECOLOGY must pre-approve overnight travel if it is being charged to the LSC budget.

If staff and resources become available, ECOLOGY will add an additional in-person training event. An additional training event would likely be held in June.

Attendance Requirement: Unless prior approval has been given by ECOLOGY, it is mandatory for at least one PPA specialist per jurisdiction to attend the in-person trainings. This person is responsible for

disseminating information back to the PPA specialists from that jurisdiction. Managers are welcome but not required to attend. Generally, training substitutions are not allowed for the In-person Trainings. However, exceptions may apply. ECOLOGY staff must approve non-emergency absences or training substitutions at least two weeks prior to the training.

Webinar Trainings

ECOLOGY conducts Webinars during most of the months that do not have In-person Trainings. These sessions are intended to expose PPA Specialists to new information or technical topics relevant to their work. Suggestions on topics and speakers are welcomed from PPA partners.

Schedule: These are one and a half hour sessions, held on the second Wednesday of the month. Occasionally these sessions will need to be scheduled at alternative times to accommodate speaker availability. Up to eight Webinars will be scheduled each year.

Attendance Requirement: Each PPA Specialist must attend at least six of the eight Webinars each year.

Another type of training that is relevant to PPA Specialists' work may be substituted for up to two of the Webinars. Notification of the substitution must be provided to and pre-approved by ECOLOGY at least two weeks in advance of the Webinar.

Table 6: Tentative Training Schedule (subject to change)

July, 2019	No training
August 14, 2019	Webinar
September 11, 2019	Webinar or In-Person Training
October 2, 2019	Webinar or In-Person Training
November 6-7, 2019	New Specialists' Training Location: TBD
December 11, 2019	Webinar
January 8, 2020	Webinar
February 12, 2020	Webinar
March 11, 2020	Webinar or In-person training*
April 8, 2020	Webinar or In-person training*
May 13, 2020	Webinar
June 10, 2020	Webinar
July, 2020	No training
August 12, 2020	Webinar
September 9, 2020	Webinar or In-Person Training*
October 14, 2020	Webinar or In-Person Training*
November 11-12, 2020	New Specialists' Training Location: TBD
December 9, 2020	Webinar
January 13, 2021	Webinar
February 10, 2021	Webinar
March 10, 2021	In-person training Location: TBD
April 14, 2021	Webinar
May 12, 2021	Webinar
June 9, 2021	Webinar
* When possible an In-Person Training will be held in conjunction with the NW Chapter Annual Conference. The next NW NAHMMMA conference is planned for Spring 2020.	

Section VIII. Reporting and Contract Changes

Quarterly Progress Reports

A brief progress report shall be submitted quarterly with the invoicing (see schedule in Section IX). This report should indicate the work completed during the quarter and billed on the invoice, including the type and number of visits conducted, progress on Unique Program Elements, and any other information regarding contract performance that should be brought to ECOLOGY's attention. The Progress report must also include the number of visits where the PERIP was presented and discussed.

Annual Reports

Annual reports, briefly summarizing contract status including: number of site visits performed, Unique Program Element activities conducted, Technical Assistance Target activities conducted, lessons learned, and budget status shall be provided to ECOLOGY by July 31, 2020 and July 31, 2021. The report shall include two to three 'case studies' of a business or organization that benefitted from a PPA site visit, with if possible, a few photos of the business (preferably before and after the visit). The second year annual report should capture details for the full contract period as ECOLOGY will use these reports to create a biennial report on the Partnership. ECOLOGY will make report templates available.

Contract Changes

Any of the following changes shall be reported to the ECOLOGY LSC Partnership Coordinator within 10 business days:

- Key personnel changes (staff or manager leaving, new hires, etc.)
- Initiation of or changes to a subcontract (see Section 18 of the Interagency Agreement for specific information that is required regarding subcontractors)

Section IX. Invoicing

Invoice (billing) procedures are outlined in the Interagency Agreement, (see Section 4). In addition the following information is provided:

- See also Appendix A, Statement of Work, Section IV, for PERIP information.
- The Invoice Voucher (form A19-1A) must have a wet signature or scanned if submitted electronically. If submitting a scanned copy, the CONTRACTOR will retain original signed A-19-1A in CONTRACTOR records per record retention requirements.
- Support documents may be submitted via email.
- Quarterly invoicing will follow the due date schedule in Table 7.

Table 7: Invoicing Schedule

Quarter	Months	Due Date
1	July, August, September 2019	November 10, 2019
2	October, November, December 2019	February 10, 2020
3	January, February, March 2020	May 10, 2020
4	April, May, June 2020	July 31, 2020 (earlier Due Date due to end of fiscal year requirements)
5	July, August, September 2020	November 10, 2020
6	October, November, December 2020	February 10, 2021
7	January, February, March 2021	May 10, 2021
8	April, May, June 2021	July 31, 2021 (earlier Due Date due to end of biennium requirements)

APPENDIX B BUDGET DETAIL

***See Section 3 Compensation, for additional detail.**

Category		Amount
*Salaries		\$116,234.00
*Benefits		\$84,530.00
Subcontracts		\$0.00
Goods & Services (see Table A)		\$1,000.00
Equipment (see Table B)		\$0.00
Travel/Training		\$5,200.00
Subtotal Direct Costs		\$206,964.00
Indirect Costs*	Rate (%)	25%
	Indirect amount	\$51,741.00
Total Award		\$258,705.00

***Applied to ALL categories.**

Table A.

***See Section 3 Compensation, for additional detail.**

Goods & Services (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

Table B.

***See Section 3 Compensation, for additional detail.**

Equipment (items over \$1000 must be listed here or approved by ECOLOGY prior to reimbursement)	Estimated Cost

APPENDIX C

SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion
 - a) CONTRACTOR, 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 CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR 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) CONTRACTOR 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) CONTRACTOR 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 CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR 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) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

EXHIBIT 1 LSC CHECKLIST

At a minimum, information gathered during technical assistance visits must include all of the elements that are listed in the LSC checklist v. 5.0 below. Alternative checklists for specific sectors, which include all elements below, will also made available on the SharePoint site over the period of this contract. If the LSC checklist v. 5.0 is updated, the most up to date checklist elements must be used and will be available on the LSC SharePoint site.

SITE & BUSINESS INFO	
BUSINESS IDENTIFICATION	
Facility Name:	
DBA:	
Street Address:	City:
County:	Zip:

BUSINESS INFORMATION	
Business Type:	
UBI Number:	Tax Parcel:
Business License NAICS Code:	Observed NAICS (<i>if different</i>):

VISIT INFORMATION		
Visit Date:		
Visit Type: <input type="checkbox"/> Follow up <input type="checkbox"/> Initial <input type="checkbox"/> Screening		
Lead Agency:		Secondary Agency:
Lead Specialist:		Secondary Specialist:
Provided to Business: <input type="checkbox"/> Spill Kit		<input type="checkbox"/> ENVIROSTARS Information
<input type="checkbox"/> Plastic Drum Lids		<input type="checkbox"/> Secondary Containment Voucher

WASTE STREAMS:		
<input type="checkbox"/> Oil, antifreeze or petroleum products	<input type="checkbox"/> Paints, stains, inks or painting materials	<input type="checkbox"/> Refrigerants
<input type="checkbox"/> Solvents	<input type="checkbox"/> Pharmaceuticals	<input type="checkbox"/> Pesticides
<input type="checkbox"/> Other Waste		
UNIVERSAL WASTE:		
<input type="checkbox"/> Mercury Thermostats	<input type="checkbox"/> Lamps	<input type="checkbox"/> Batteries
<input type="checkbox"/> Electronic Waste		

SITE CONTACT INFORMATION 1:	
First Name:	Last Name:
Phone Number:	Email:
<input type="checkbox"/> Business Manager <input type="checkbox"/> Business Owner <input type="checkbox"/> Employee <input type="checkbox"/> Property Manager <input type="checkbox"/> Property Owner <input type="checkbox"/> Other	
SITE CONTACT INFORMATION 2:	
First Name:	Last Name:
Phone Number:	Email:
<input type="checkbox"/> Business Manager <input type="checkbox"/> Business Owner <input type="checkbox"/> Employee <input type="checkbox"/> Property Manager <input type="checkbox"/> Property Owner <input type="checkbox"/> Other	

COMMENTS:

ISSUES / ACTION / RESOLUTION					
* denotes high priority environmental issue & need to follow-up					
ISSUE CATEGORY and ISSUE TYPE	ISSUE STATUS				
	In Process	No Further Action	Refer to Agency <small>*See below list</small>	Resolved	Comments
Dangerous Waste					
* Properly designate waste					
* Properly store dangerous wastes					
* Clean and eliminate leaks and spills from dangerous waste storage areas					
* Replace compromised containers of dangerous waste					
* Properly dispose of dangerous waste					
Educate employees on dangerous waste management					
Install secondary containment for dangerous waste					
Properly label containers of dangerous waste					
Properly document dangerous waste disposal					
Other dangerous waste storage or disposal related issue					
Industrial Wastewater					
* Correct illegal plumbing connection					
Obtain proper permit for facility discharge					
Properly maintain pretreatment system					
Other industrial wastewater related issue					

Spills					
Improve or create spill response procedures					
Improve or purchase adequate spill response materials					
Other spill related issue					
Stormwater					
* Halt discharges of wastewater to storm drain					
Maintain storm drain system (remove solids or repair system)					
Install catch basin filter inserts					
Other Stormwater related issue					
Fats/Oils/Grease to stormwater					
Other					
* Properly store products/ wastes					
* Properly store containerized materials					
* Properly store non-containerized materials					
Implement proper housekeeping					
Universal Waste					

*Refer To Agency: ECY Air Quality, ECY Haz Waste, ECY TCP, ECY Water Quality, Local Clean Air Authority, Local Haz Waste, Local Health Department, Local Industrial Waste, Local Stormwater, Local Wastewater

SITE VISIT NOTES:	
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MEMORANDUM

TO: Jack Louws, County Executive

FROM: ^{RAD} Regina A. Delahunt, Director

RE: Washington State Department of Ecology –
Local Source Control Specialist Agreement

DATE: July 11, 2019

RECEIVED

JUL 18 2019

**JACK LOUWS
COUNTY EXECUTIVE**

Enclosed are three (3) originals of a contract between Whatcom County and Washington State Department of Ecology for your review and signature.

▪ **Background and Purpose**

The Local Source Control (LSC) Partnership, which is overseen by the Washington State Department of Ecology Hazardous Waste and Toxics Reduction Program, provides support to local government efforts in the Puget Sound Region to control, reduce and eliminate toxic pollution sources. This agreement provides funding for the Health Department's Pollution Prevention Assistance Specialist to provide technical assistance and education outreach to small businesses in an effort to promote pollution prevention practices and protect Puget Sound marine water quality.

▪ **Funding Amount and Source**

Funding for this agreement is provided by the Department of Ecology in the amount of \$258,705 and is included in the 2019 budget. Council approval is required per RCW 39.34.030(2) for agreements between public agencies.

▪ **Differences from Previous Contracts**

This agreement provides an increase in funding from the last biennium of \$34,166. This increase was requested due to increased staff billable rates, indirect costs and EnviroStars Program participation fees.

Please contact Kathleen Roy at extension #6007 if you have any questions regarding this agreement.

Encl.

