

**CITY COUNCIL AGENDA ITEM**  
CITY OF SHORELINE, WASHINGTON

|                      |  |
|----------------------|--|
| <b>AGENDA TITLE:</b> | Authorizing the City Manager to Execute Interagency Agreement No. C2000032 with the Washington State Department of Ecology for Participation in the 2019-2021 Local Source Control Partnership   |
| <b>DEPARTMENT:</b>   | Public Works – Surface Water Utility   |
| <b>PRESENTED BY:</b> | Lance Newkirk, Utility and Operations Manager  |
| <b>ACTION:</b>       | <input type="checkbox"/> Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Motion<br><input type="checkbox"/> Discussion <input type="checkbox"/> Public Hearing |

**PROBLEM/ISSUE STATEMENT:**

Staff is requesting that the City Council authorize the City Manager to sign an interagency agreement with the Washington State Department of Ecology (Ecology) allowing the City to participate in the new biennium of the Local Source Control Partnership (LSCP). The City’s past interagency agreement with Ecology for participation in the LSCP ended on June 30, 2019, and the new biennium of the Partnership began on July 1, 2019.

The City has used these grant funds to hire a Pollution Prevention Specialist who conducts outreach visits to businesses that are small quantity generators of hazardous waste. Staff proposes to continue to use these funds in the new biennium for this work. The City’s participation in this program provides significant service benefits to residents, protects the City’s environment, and fulfills a portion of the City’s requirements under its Surface Water National Pollutant Discharge Elimination System (NPDES) permit.

**RESOURCE/FINANCIAL IMPACT:**

Participation in the LSCP allows the City to receive \$71,000 in funding from Ecology for the July 2019 - June 2021 Biennium. There are no City funds allocated to continue the Pollution Prevention Specialist’s work without participation in the LSCP.

**RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute Interagency Agreement No. C200032 Between the Washington State Department of Ecology and the City of Shoreline to continue the City’s participation in the Local Source Control Partnership.

Approved By:            City Manager **DT**    City Attorney **MK**

## **BACKGROUND**

The Washington State Department of Ecology (Ecology) Local Source Control Partnership (LSCP) provides significant grant funding to municipalities throughout the state to provide pollution prevention advice and regulatory assistance to businesses and other organizations that generate small quantities of hazardous waste. This outreach helps reduce pollution of local water ways at the source and provides educational assistance to small businesses for the best management of hazardous waste and stormwater. The partnership operates by administering biennial grants to the partner municipalities. The City has used these grant funds to hire a Pollution Prevention Specialist who conducts outreach visits to businesses that are small quantity generators of hazardous waste.

## **DISCUSSION**

The City is required under its NPDES permit to conduct targeted pollution prevention outreach to businesses. To meet this requirement, the City has participated in the LSCP since 2011. During this eight-year time, the City received a total of \$195,900 in grant funds, which it has used to conduct hundreds of pollution prevention assistance visits to local businesses and small quantity generators of hazardous waste. Many of these small quantity generators have received assistance in developing spill response plans and implementing best management practices for hazardous waste, such as proper marking and disposal, covered outdoor material storage bins, secondary containment areas, and the removal of illicit connections to the storm water drainage system. Continuing this targeted pollution prevention outreach to businesses through the LSCP is part of the City's 2019 Stormwater Management Program plan.

Interagency Agreement No. C2000032 would allow the City to receive \$71,000 in grant funding from Ecology to conduct this outreach during the biennium term as stipulated in the agreement document (Attachment A). The scope of work section of the agreement outlines the relevant activities, targeted businesses and desired outcomes of the grant funding.

## **COUNCIL GOAL ADDRESSED**

Participation in the LSCP supports Council Goal 2, Action Step 7 by continuing to implement the proactive management strategy of the adopted 2017-2022 Surface Water Master Plan through education and outreach programs to reduce pollution and maintain NPDES permit compliance. By helping prevent stormwater pollution, participation in the LSCP also supports the City's commitment to achieve Salmon Safe certification, one of Council's 2019-2021 Priority Environmental Strategies.

## **RESOURCE/FINANCIAL IMPACT**

Participation in the LSCP allows the City to receive \$71,000 in funding from Ecology for the July 2019 - June 2021 Biennium. There are no City funds allocated to continue the Pollution Prevention Specialist's work without participation in the LSCP.

## **RECOMMENDATION**

Staff recommends that Council move to authorize the City Manager to execute Interagency Agreement No. C200032 Between the Washington State Department of Ecology and the City of Shoreline to continue the City's participation in the Local Source Control Partnership.

## **ATTACHMENTS**

Attachment A - Interagency Agreement No. C200032 Between the Washington State Department of Ecology and the City of Shoreline



**IAA No. C2000032**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**CITY OF SHORELINE**

**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 Shoreline 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 (RCW 39.34.080 and Shoreline Municipal Code 13.10) 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 \$71,000 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](mailto: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](mailto: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**

ECOLOGYS 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 C2000032.
- 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<br>Address: 4601 N. Monroe Street<br>Spokane, WA 99205<br>Phone: 509-329-3503<br>Email: Elaine.Snouwaert@ecy.wa.gov | Name: Lance Newkirk<br>Address: 17500 Midvale Avenue North<br>Shoreline, WA 98133<br>Phone: 206-801-2451<br>Email: lnewkirk@shorelinewa.gov |



**APPENDIX A**  
**STATEMENT OF WORK**  
**City of Shoreline**

**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*<br>(see Section III)<br>*approximately 10-15% of TA visits will involve PERIP | 85% |
| Unique Program Elements<br>(see Section II)  | 5%  |
| Training<br>(see Section VII)  | 5%  |
| 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  |
|----------------|---------------|---|
| Cameron Reed   | negligible    | Contract Management,<br>Billing, and PERIP<br>Coordinator and Oversight |
| Sub-Contractor | 0.7           | PPA Specialist  |

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**

| <b>Program Element</b>                                  | <b>Deliverable(s)</b>   |
|---|---|
| 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  |
| Promotion and Outreach                                  | Develop outreach documents for at least 3 business sector(s) in multiple languages. Sectors targeted may include restaurants, auto-repair, and property management companies. Ecology will provide support and assistance and may form a committee for the development of such materials. |
|   | Share outreach documents with other Partners by posting to the SharePoint site.   |

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           | 115       |
| <i>Target for Initial Visits</i> | <i>60</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**

| <b>Target</b>           | <b>Rationale for selecting</b>              |
|-------------------------|---|
| Auto-Related Businesses | Known SQGs, common source of problems found |
|                         |   |
|                         |   |

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 a 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.

ECOLOGY 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 |
|---|--------------------------------|---|--|
| <b>July 1, 2019 – December 31, 2019</b> | 15                             | <ul style="list-style-type: none"> <li>• Promotion and Outreach</li> <li>• PERIP</li> </ul> | Auto-Related Businesses                |
| <b>January 1, 2020 – June 30, 2020</b>  | 35                             | <ul style="list-style-type: none"> <li>• Promotion and Outreach</li> <li>• PERIP</li> </ul> | Auto-Related Businesses                |
| <b>July 1, 2020 – December 31, 2020</b> | 35                             | <ul style="list-style-type: none"> <li>• Promotion and Outreach</li> <li>• PERIP</li> </ul> | Auto-Related Businesses                |
| <b>January 1, 2021 – June 30, 2021</b>  | 30                             | <ul style="list-style-type: none"> <li>• Promotion and Outreach</li> <li>• PERIP</li> </ul> | Auto-Related Businesses                |

## 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 NAHMMA 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, and 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                       |                 | \$0.00             |
| Benefits                       |                 | \$0.00             |
| Subcontracts                   |                 | \$70,000.00        |
| Goods & Services (see Table A) |                 | \$500.00           |
| Equipment (see Table B)        |                 | \$500.00           |
| Travel/Training                |                 | \$0.00             |
| <b>Subtotal Direct Costs</b>   |                 | <b>\$71,000.00</b> |
| Indirect Costs*                | Rate (%)        | 0%                 |
|                                | Indirect amount | \$0.00             |
| <b>Total Award</b>             |                 | <b>\$71,000.00</b> |

**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 |
|--|----------------|
| Printing & Translation   | \$500.00       |
|  |                |
|  |                |
|  |                |

**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 |
|---|----------------|
| Spill control supplies for businesses   | \$350.00       |
|   |                |
|   |                |
|   |                |

**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.

| <b>SITE &amp; BUSINESS INFO</b> |             |
|---------------------------------|-------------|
| <b>BUSINESS IDENTIFICATION</b>  |             |
| Facility Name: .....            |             |
| DBA: .....                      |             |
| Street Address: .....           | City: ..... |
| County: .....                   | Zip: .....  |

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

| <b>VISIT INFORMATION</b>   |  |
|--|--|
| 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 |

| <b>WASTE STREAMS:</b>  |   |  |
|--|---|--|
| <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                           |   |  |
| <b>UNIVERSAL WASTE:</b>  |   |  |
| <input type="checkbox"/> Mercury Thermostats                   | <input type="checkbox"/> Lamps                                      | <input type="checkbox"/> Batteries <input type="checkbox"/> Electronic Waste |

| <b>SITE CONTACT INFORMATION 1:</b>  |                  |
|---|------------------|
| 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<br><input type="checkbox"/> Owner |                  |
| <b>SITE CONTACT INFORMATION 2:</b>  |                  |
| 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<br><input type="checkbox"/> Other |                  |

|                  |
|------------------|
| <b>COMMENTS:</b> |
|                  |

| <b>ISSUES / ACTION / RESOLUTION</b>  |                     |                          |  |                 |                 |
|--|---------------------|--------------------------|--|-----------------|-----------------|
| <b>* denotes high priority environmental issue &amp; need to follow-up</b> |                     |                          |  |                 |                 |
| <b>ISSUE CATEGORY and ISSUE TYPE</b>                                       | <b>ISSUE STATUS</b> |                          |  |                 |                 |
|  | <b>In Process</b>   | <b>No Further Action</b> | <b>Refer to Agency</b><br><small>*See below list</small> | <b>Resolved</b> | <b>Comments</b> |
| <b>Dangerous Waste</b>   |                     |                          |  |                 |                 |
| *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                    |                     |                          |  |                 |                 |
| <b>Industrial Wastewater</b>   |                     |                          |  |                 |                 |
| *Correct illegal plumbing connection                                       |                     |                          |  |                 |                 |
| Obtain proper permit for facility discharge                                |                     |                          |  |                 |                 |
| Properly maintain pretreatment system                                      |                     |                          |  |                 |                 |
| Other industrial wastewater related issue                                  |                     |                          |  |                 |                 |



| <b>Spills</b>  |  |  |  |  |  |
|--|--|--|--|--|--|
| Improve or create spill response procedures                  |  |  |  |  |  |
| Improve or purchase adequate spill response materials        |  |  |  |  |  |
| Other spill related issue                                    |  |  |  |  |  |
| <b>Stormwater</b>  |  |  |  |  |  |
| * 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                               |  |  |  |  |  |
| <b>Other</b>   |  |  |  |  |  |
| * 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

|                          |  |
|--------------------------|--|
| <b>SITE VISIT NOTES:</b> |  |
|--------------------------|--|