

**Leber, Bud**

**From:** Borgias, Adriane P. (ECY) [ABOR461@ECY.WA.GOV]  
**Sent:** Tuesday, August 06, 2013 1:48 PM  
**To:** Leber, Bud; Rick Eichstaedt; Moss, David  
**Cc:** McBride, Ron (ECY); Page, Chris  
**Subject:** FW: WSU and ACE agreements  
**Importance:** High  
**Attachments:** Combined Draft C1300081 Amendment 1 WSU.docx; EcologyAgreementsMasterVersion ACE Year 2.docx

Dear ACE,

Here is a copy of the proposed amendments for the RC contract and proposed amendment for the ACE contract. These are both DRAFTS. I am aware that there may be some other changes in the Ecology/WSU agreement. However, I want to get a basic understanding with ACE before we take the next step.

Time is of the essence as we need to proceed with finalizing these agreements ASAP.

- 1) Amendment number 1 increases the total amount of the contract by \$66,100 to cover this year's facilitation services. This activity was agreed to at the June Task Force meeting: <http://srrttf.org/wp-content/uploads/2013/07/SRRTTF-Meeting-Summary-6-26-13-FINAL.pdf>

The Department of Ecology agreed to contribute \$25,000 towards this contract for 2014.

*This is for ACE information only. There is no action necessary on the part of ACE as the agreement is between Ecology and WSU.*

- 2) Ecology Agreement with ACE. This agreement was modeled after the Agreements for Year 1, but simplified to have ACE as the organization tasked with supplying funding for the balance of the contract. This amounts to an amount of \$41,000.

*The questions before ACE are:*

- *Agreement as to the amount of \$41,000 to fund the balance of the Ruckleshaus Contract*
- *Agreement as to the payment schedule*  
*"An initial payment of \$20,550 will be due Ecology and will be received on December 1, 2013. A second and final payment of \$20,550 will be due to Ecology and be received by June 30, 2014."*

Please perform a preliminary review and reply to me as soon as possible. There are a number of steps that need to happen here at Ecology before everything is completed. I may be unavailable towards the end August for a week or two and would like to get this contract moving before then.

If you have any concerns about this or need to discuss this with me further, please let me know.

Thanks,  
 Adriane Borgias

Spokane River Water Quality Lead  
 Washington State Department of Ecology  
 Water Quality Program - Eastern Regional Office  
 4601 North Monroe Street  
 Spokane, WA 99205-1295  
 (509) 329-3515

8/12/2013



**AMENDMENT NO.1**

TO

CONTRACT NO. C1300081

BETWEEN THE

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

WASHINGTON STATE UNIVERSITY

*PROJECT TITLE: Facilitation Services for the Spokane River Regional Toxics Task Force*

PURPOSE: To amend the Agreement between the Department of Ecology, hereinafter referred to as 'ECOLOGY', and Washington State University, hereinafter referred to as the 'UNIVERSITY.'

WHEREAS, additional funding is needed to accomplish the second year of services. Therefore, it is necessary to increase Ecology's share of the budget for the Agreement by \$25,000 from 25,195 to a total of \$50,195. The total amount of this agreement is increased by \$66,100 from \$63,595 to a total not to exceed \$129,695.

IT IS MUTUALLY AGREED the agreement is amended as follows:

- 1) The payment for satisfactory performance of the work is increased by an amount not to exceed \$66,100.
- 2) The UNIVERSITY shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment A, "Statement of Work – Year 2."
- 3) Work under this Amendment begins August 1, 2013 and shall be completed on July 22, 2014, unless terminated sooner as provided in the Agreement.

All other terms and conditions of the original Agreement including any subsequent Amendments remain in full force and effect, except as expressly provided by this Amendment.

This Amendment is signed by persons who represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This Amendment is effective on July 22, 2013.

IN WITNESS WHEREOF: the parties have executed this Amendment.

**State of Washington**  
**Department of Ecology**

**State of Washington**  
**Washington State University**

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Signature

Date

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Signature

Date

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Polly Zehm

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Dan Nordquist

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Deputy Director

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Director, Office of Grant and Research Dev.

Approved as to form only.  
Assistant Attorney General

# Attachment A: Statement of Work-Year 2

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## PURPOSE AND BACKGROUND

The 2011 NPDES wastewater discharge permits issued by the Washington State Department of Ecology for facilities discharging into the Spokane River include the requirement for creation of a Regional Toxics Task Force (Task Force). These permits state that the Task Force membership should include the NPDES permittees in the Spokane River Basin, conservation and environmental interests, the Spokane Tribe of Indians, Spokane Regional Health District, Ecology, and other appropriate interests. While it is unclear that similar permit requirements will be in the future permits issued by the Environmental Protection Agency to the NPDES permittees with facilities discharging to the Spokane River in Idaho, there continues to be a beneficial collaboration opportunity between the Idaho Dischargers and the Washington Dischargers.

The Task Force is being formed through the execution of a Memorandum of Agreement (MOA) that describes the Task Force operational and organizational concepts. The MOA describes the organizational structure, identification of the roles and responsibilities of the membership, and governance structure for formation of the Task Force. The goal of the Task Force will be to develop a comprehensive plan to bring the Spokane River into compliance with applicable water quality standards for PCBs. The Task Force will be in effect at least through the 5 year life of the current NPDES permits, and may extend well beyond 5 years for implementation.

To accomplish the Task Force goals, it is anticipated that the Task Force will:

- Identify data gaps and collect necessary data on PCBs and other toxics on the Washington 2008, Category 5, § 303(d) listing for the Spokane River (PCBs and Dioxins).
- Further analyze the existing and future data to better characterize the amounts, sources, and locations of PCBs and other toxics as defined above entering the Spokane River.
- Prepare recommendations for controlling and reducing the sources of listed toxics in the Spokane River.
- Review proposed Toxic Management Plans, Source Management Plans, and BMPs.
- Monitor and assess the effectiveness of toxic reduction measures.
- Identify a mutually agreeable entity to serve as the clearinghouse for data, reports, minutes, and other information gathered or developed by the Task Force and its members. This information shall be made publicly available by means of a website and other appropriate means.

To accomplish these functions the Task Force will provide for 1) an independent facilitator / coordinator, and 2) a community technical advisor(s) who shall assist in review of data, studies, and control measures, as well as assist in providing technical education information to the public.

## STATEMENT OF WORK

This Statement of Work is for the second 12-month period, commencing with the execution of this Interagency Agreement. The Statement of Work may be amended to extend the duration, or to add additional work items, as mutually agreed to between Ecology and the William D. Ruckelshaus Center (Center).

### **Services**

The Center shall provide a lead facilitator and support staff to provide the following services:

1. Organize and schedule up to twenty-four (24), with up to twelve (12) being held in person, Task Force and Work Group meetings conducted in a combination of formats to include in person, video conference and conference calls, based on Task Force priorities and needs. Arrange meeting venues, develop meeting agendas, distribute meeting notices, facilitate discussions, assist in developing discussion topics, confirm follow-up assignments, take meeting notes, and write meeting summaries.
2. If needed, engage in dispute resolution and consensus building techniques in order to achieve agreement on key issues. This activity may require the Facilitator to arrange and participate in additional communications between and with Task Force members.
3. Stay current on issues related to PCBs and surface water quality relating to the Task Force goals.
4. Coordinate with the Task Force technical advisor(s) and support development of the Task Force work plan. Ensure that information provided by the Technical Advisor is available when needed by the Task Force. Provide suggestions to the technical advisor(s) to assist them in developing technical information that is understandable to the Task Force members.
5. Facilitate the Task Force in developing strategies related to the Task Force goals, as appropriate.
6. Facilitate effective communications among the Task Force and to the public.
7. Facilitate the development of standards for maintenance of the Task Force web page. Manage and update the web page in accordance with the standards. Ensure that the web page is an effective public communications tool, and is a timely representation of Task Force activities.
8. Ensure that Task Force notices and information are distributed to members, and posted on the web page prior to all meetings in accordance with the MOA.
9. Assist with the planning and facilitation of up to two (2) public meetings or technical workshops sponsored by the Task Force.
10. Support other Task Force activities related to the development of their work plan and a Spokane River toxics reduction plan, as mutually agreeable.

## ***Deliverables***

1. Up to twenty (24) full Task Force and/or Work Group meeting notices, agendas and associated meeting handouts/materials with up to 12 meetings being held in person.
2. Meeting summaries for all meetings facilitated by the Center.
3. Regular web page maintenance and posting of meeting notices and meeting materials in accordance with the Task Force standards.
4. Up to two public meeting and/or technical workshop notices, agendas, meeting handouts/materials and meeting summaries.
5. Documents that have been prepared as a result of Task Force activities including those that represent Task Force interests, positions and/or recommendations, and development of the Work Plan
6. Quarterly progress reports (up to two pages) summarizing the activities of the facilitator including numbers and types of meetings, key decisions reached by the Task Force, documents prepared by Task Force that are available on the web page, as well as other activities undertaken by the Facilitator including dispute resolution and consensus building.

## ***Budget***

The services and deliverables described above shall be provided based on the following budget:

Salary/Benefits:	\$23,840
Good/Services:	\$ 341
Travel:	\$ 5,000
Subcontract with University of Washington	\$23,279
<b>Total Direct Costs:</b>	<b>\$52,460</b>
F&A:	\$13,640
<b>Total Costs:</b>	<b>\$66,100</b>

## ***Assumptions***

The following assumptions relate to the services provided by the CENTER and the associated budget:

- Chris Page will serve as the project manager and lead facilitator. Center Director Michael Kern will serve as a strategic advisor. A Center Project Associate (or university student working under the direction of Center staff) will provide project logistics support and coordination.
- The Center will work with a Task Force subgroup to aid the facilitator in functions such as agenda development.

- The Center facilitator will maintain a neutral stance in facilitating discussions to achieve group consensus, consistent with the Task Force MOA, and advance the Task Force's purposes and goals. Center staff will facilitate the Task Force implementation of the MOA with attention to the relevant roles and responsibilities of the various participants.
- All expenses regarding the venue, food, and rentals are to be paid for by Ecology or the Task Force.
- Scheduling of Task Force meetings shall use a tool such as Doodle Poll to ensure participation by the maximum number of Task Force members.
- Meeting notices will be distributed via email.
- The Center's budget is based on providing the identified deliverables, regardless of the exact number of hours spent on a given meeting or task.



FUNDING AGREEMENT NO:  
Between  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
And  
SRRTTF Administrative and Contracting Entity (ACE)  
for  
Facilitation and Support of the Spokane River Regional Toxics Task Force

This Agreement is between the State of Washington, acting by and through its Department of Ecology, hereafter called Ecology, and SRRTTF Administrative and Contracting Entity, hereafter called "ACE".

**Background:**

The project will provide funding for Washington State University (WSU) to provide a facilitator, selected by the Spokane River Regional Toxics Task Force (Task Force).

The Spokane River is listed as impaired for polychlorinated biphenyls (PCBs) in certain segments. Ecology issued NPDES wastewater discharge permits to the five Washington wastewater facilities that discharge to the Spokane River in 2011. The permits include Special Conditions that require significant actions to address and reduce toxics, in particular PCBs.

One of these requirements is the creation of the Task Force. The Task Force membership includes the NPDES permittees in the Spokane River Basin, conservation and environmental interests, Spokane Regional Health District, Ecology, and other appropriate interests. The goal of the Task Force will be to develop a comprehensive plan to bring the Spokane River into compliance with applicable water quality standards for PCBs.

Specific goals, objectives, and responsibilities of the Task Force are described in a separate Memorandum of Agreement (MOA).

To carry out the functions identified in the MOA, the Task Force requires the services of a facilitator. The facilitator has been chosen through a competitive procurement process with a Request for Proposals (RFP) and subsequent selection (interviews, etc) by members of the Task Force.

The role of the facilitator will generally be as follows:

- Keep website up to date.
- Post meeting notices.
- Manage the meeting agenda.
- Facilitate decision-making process.
- Keep meeting minutes.
- Post information from meetings on website.
- Facilitate communications between Task Force and the public.



The second year of facilitation services will be funded cooperatively by Ecology and ACE, as follows:

Ecology	\$25,000
ACE	\$41,100

**It is the purpose of this AGREEMENT to:**

Identify Ecology as responsible for the administration of the agreement with the WSU on behalf of the Task Force, to receive funding from ACE, and to issue total payments to WSU.

**Effective Date and Duration:**

This Agreement shall become effective on the date on which both parties have signed this Agreement. Unless earlier terminated or extended, this Agreement shall expire by July 22, 2014.

**Statement of Work:**

Ecology agrees to enter into a Contract with WSU for coordination of activities as generally described above related to the Task Force.

**Consideration:**

ACE agrees to pay Ecology the sum of *(Forty-one thousand and one hundred)* U.S. Dollars *(\$41,100)* for accomplishing the work required by this Agreement. The maximum, not-to-exceed compensation payable to Ecology under this Agreement, which includes any allowable expenses, is *\$(41,100)*.

For purposes of this Agreement, it is assumed that all of the funding referenced above will be used for compensating WSU. If less than the full amount of funding provided to Ecology is used for WSU, Ecology agrees to refund a proportionate share of the ACE contribution to this agreement back to ACE.

**Payment Procedures:**

An initial payment of \$20,550 will be due Ecology and will be received on December 1, 2013. A second and final payment of \$20,550 will be due to Ecology and be received by June 30, 2014. The mailing address for payments is: *(subject to ACE review. Question: Does ACE agree with this payment schedule and do they want Ecology to invoice (bill) them or just pay us on time as stated???(Yes/No)*

Department of Ecology  
Cashiering Section  
PO Box 47611  
Olympia, WA 98504

**Amendments:**

Ecology and ACE may mutually amend this Agreement. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties.

**Termination:**

This Agreement may be terminated by either party upon 30 days notice to the other party, in writing and delivered by certified mail or in person. Any of its unused funds shall be reimbursed to ACE.

**Funds Available and Authorized:**

ACE certifies at the time the Agreement is signed that sufficient funds will be available and authorized for expenditure to finance costs of this Agreement.

**Access to Records:**

All records supporting every request for payment shall be maintained in a manner which will provide an audit trail to the expenditures for which state support is provided. Original source documents shall be maintained by Ecology and made available to ACE or a duly authorized audit representative upon request.

**Compliance with Applicable Law:**

Ecology shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the work under this Agreement. Without limiting the generality of the foregoing, Ecology expressly agrees to comply with: (i) Title VI of Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; and (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

**Order of Precedence:**

In the event of an inconsistency in the Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- a) Applicable Federal and Washington State statutes and regulations;
- b) Special Terms and Conditions;
- c) Statement of Work; and
- d) Any other provision of the Agreement whether incorporated by reference of or otherwise.

**Merger Clause:**

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES CONCERNING THE FUNDING OF THE TASK FORCE FACILITATOR FOR THE TIME PERIOD SPECIFIED HEREIN. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OR TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES, SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE PARTIES BY, THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Ecology Project Officer: Adriane Borgias  
Department of Ecology  
4601 N. Monroe Street  
Spokane, WA 99205-1295  
(509) 329-3514  
dmoo461@ecy.wa.gov

ACE: (insert contact name)  
(Insert funding entity address)  
  
(insert funding entity phone number)  
(insert funding entity e-mail address)

Approved by ACE

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Signature/Title Date

Approved by Washington:

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James Bellatty, Regional Manager Date

Approved as to form only by the Attorney General's Office.