

# Amendment #1 to the SPONSORED PROJECT AGREEMENT By and between

## THE SPOKANE RIVER REGIONAL TOXICS TASK FORCE through its ADMINISTRATIVE AND CONTRACTING ENTITY AND WASHINGTON STATE UNVIERSITY

Sponsored Agreement 124212, by and between SRRTTF-ACE and WSU is hereby amended as follows:

### IV. SCOPE OF WORK

WSU 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 year 4 as written in *Attachment A–Statement of Work Year 2* attached hereto and incorporated herein.

#### V. GENERAL TERMS AND CONDITIONS

- 5.1 Period of Performance. The period of performance will be extended to June 30, 2016 unless a time extension is mutually agreed upon in writing between the PARTIES in accordance with Article 5.18-Amendements.
- Funding. SPONSOR agrees to pay WSU for service performed under this Agreement in the revised total amount of \$88,481 \$160,952 in accordance with the following payment schedule:
  - WSU shall submit invoices monthly. Payment for approved goods and/or services will be made by check, warrant or account transfer within 30 days of receipt of the invoice. Upon expiration of the Agreement, invoices shall be paid, if received within 30 days after the expiration date.
- 5.3 <u>Project Budget</u>. *Attachment B–Budget* of this amendment sets forth the Project Budget. Deviations from this Project Budget may be made to and

from any expenditure object within the WSU system as long as such deviation is reasonable and necessary in the pursuit of the SCOPE OF WORK. The total amount identified above may not be exceeded without prior written amendment to this Agreement signed by the PARTIES.

ALL OTHER TEMS AND CONDITIONS OF THE ORIGIANL AGREEMENT AND ANY AND ALL AMENDMENTS THERETO REMAIN IN FULL EFFECT.

WASHINGTON STATE UNIVERSITY	SPONSOR
	Breed & (Bed) Toler J.
Name: Dan Nordquist	Name: Bud Leber
Title: Assistant Vice President &	
Director	Title: President, SRRTTF-ACE
Date:	Date: <u>6/27/15</u>

#### ATTACHMENT A

#### Proposed Statement of Work: Year 2

#### PURPOSE AND BACKGROUND

The 2011 NPDES wastewater discharge permits issued by the Washington State Department of Ecology (Ecology) for facilities discharging into the Spokane River require the 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. Similar permit requirements were issued by the United States Environmental Protection Agency (EPA) to entities discharging to the Spokane River in Idaho, and a beneficial collaboration opportunity exists between the Idaho Dischargers and the Washington Dischargers.

The Task Force operates under a Memorandum of Agreement (MOA) that describes the Task Force organizational concepts and protocols. The MOA describes the organizational structure, roles and responsibilities of the membership, and governance for the Task Force. The goal of the Task Force is to develop a comprehensive plan to bring the Spokane River into compliance with applicable water quality standards for PCBs. The Task Force is anticipated to be in effect at least through the five-year life of the current Washington state NPDES permits (2011-2016).

To accomplish Task Force goals and specific functions, as outlined in its MOA, 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 presents approaches and options for the 12-month period anticipated to run from July 1, 2015 to June 30, 2016. The Statement of Work may be amended to extend the duration, or to add additional work items, as mutually agreed to between the Task Force's Administrative and Contracting Entity (ACE) 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 twelve (12) in-person Task Force meetings. Arrange meeting venues, develop agendas, distribute meeting notices, facilitate discussions, assist in developing discussion topics, confirm follow-up assignments, take meeting notes, and write meeting summaries.
- 2. Organize and schedule up to twelve (12) Work Group meetings to be held in Spokane, with conference call capability, based on Task Force priorities and needs. Facilitate

- those (up to) twelve (12) meetings by video conference. Assist in arranging meeting venues, developing meeting agendas and discussion topics, confirm follow-up assignments.
- 3. Additional meeting services: liaison work with university (CEREO, WSU, UI, UW) faculty to coordinate research to support Task Force efforts. Tasks include communications, meeting scheduling, participating in meetings by phone, and confirming follow-up assignments.
- 4. 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.
- 5. Stay current on issues related to PCBs and surface water quality relating to the Task Force goals.
- 6. Coordinate with the Task Force technical advisor(s) and technical project manager to support development and implementation of the Task Force work plan. Ensure that information provided by the Technical Advisor is available when needed by the Task Force.
- 7. Facilitate the Task Force in developing strategies related to the Task Force goals, as appropriate. This may include assisting in the development of a strategic plan or other planning documents, e.g. facilitating Task Force input into Ecology and EPA legal/court deliverables.
- 8. Facilitate additional effective communications among the Task Force and to the public as mutually agreeable. This includes compiling and formatting an Annual Report documenting Task Force accomplishments, Measurable Progress, etc. and intended to serve as a public outreach and education tool.
- 9. Manage and update the Task Force web page in accordance with agreed-upon standards. Ensure the web page is an effective public communications tool, and is a timely representation of Task Force activities. 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.
- 10. Public outreach, including workshops and/or other events. Assist with the planning and facilitation of up to two (2) public meetings or technical workshops sponsored by the Task Force. This includes communications, agenda development, onsite logistical support, and materials coordination—and planning and facilitation of up to three preparatory Work Group meetings for each workshop or public meeting. Support Task Force members and/or WSU and/or Gonzaga students in developing and implementing a public outreach strategy, including communications with CEREO staff, assistance cataloguing events and ensuring SRRTTF presence at them, and advice on messaging.

#### Deliverables

1. Up to twelve (12) full Task Force meeting notices and twelve (12) Work Group 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 facilitation-related 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-
- 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 webpage, as well as other activities undertaken by the Facilitator including dispute resolution and consensus building.

#### 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 (and/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.

### ATTACHMENT B

Project Period: July 1, 2014 – June 30, 2015

Salary/Benefits:	\$58,323
Good/Services:	400
Travel:	11,500
Total Direct Costs:	70,223
F&A:	18,258
Total Costs:	\$88,481

Project Period: July 1, 2015 – June 30, 2016

Salary/Benefits:	\$49,117
Good/Services:	900
Travel:	7,500
Total Direct Costs:	57,517
F&A:	14,954
Total Costs:	\$72,471

## **Total Revised Budget**

Salary/Benefits:	\$107,440
Good/Services:	1,300
Travel:	19,000
Total Direct Costs:	127,740
F&A:	33,212
Total Costs:	\$160,952