



IAA No. C1800022

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

SNOHOMISH HEALTH DISTRICT

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 SNOHOMISH HEALTH DISTRICT 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 70.05) 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, Invoice and Budget detail, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA shall commence on **July 1, 2017** and be completed by **June 30, 2019** unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, in which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is the Environmental Legacy Stewardship Account (Fund 19G) and the Environmental Protection Agency's National Estuary Program, Grant # PC-00J89901.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$471,816.00.

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, Invoice and Budget. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

Travel expenses (meals, lodging, 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 (e.g. spill kits, plastic drum covers) and promotional items for distribution to businesses under this contract must be included in the CONTRACTOR's Goods and Services budget and pre-approved by ECOLOGY. Any purchases of equipment or goods and services over \$1,000.00 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. Any change to the indirect rate will require an amendment.

The budget referenced in Appendix B may be adjusted between categories with Ecology's preapproval, and as long as the total cost 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 Attn: Peggy Morgan, HWTR Program P.O. Box 47600
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Olympia, WA 98504-7600

Payment requests shall be submitted on a quarterly basis (or monthly if preapproved by Ecology). For quarterly billing, invoices must be submitted as outlined in Section VIII. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must be registered as a state-wide vendor. To register submit a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.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 C1800022.
- d. Appendix A, Statement of Work.
- e. Appendix B, Invoice and Budget.
- f. Appendix C, Special Terms and Conditions for federal funds.
- g. Any other provisions of this Agreement, including materials incorporated by reference.

14) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties subject to state public disclosure laws.

15) RESPONSIBILITIES OF THE PARTIES

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

16) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by state of Washington, ECOLOGY. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

17) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

18) SUBCONTRACTORS

The 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 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 and billings 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: Peggy Morgan Address: P. O. Box 47600 Olympia, WA 98504-7600 Phone: (360) 407-6739 Email: peggy.morgan@ecy.wa.gov Fax: (360) 407-6715	Name: Jeff Hutchison Address: 3020 Rucker Ave, Suite 104 Everett, WA 98201 Phone: (425) 339-8763 Email: jhutchison@snohd.org Fax: (425) 339-5254

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 and have thus set their hands hereunto.

State of Washington
Department of Ecology

CONTRACTOR
Snohomish Health District

By: _____
Signature Date

By: _____
Signature Date

Print Name:

Print Name:

Title:

Title:

2017-2019 Biennial Interagency Agreement

Appendix A, Statement of Work Snohomish Health District

Section I. Introduction

This appendix provides the ‘Statement of Work’ in support of the 2017-2019 biennial Interagency Agreement for the Local Source Control (LSC) Partnership which is overseen by the Washington 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.

The LSC work is expected to fall within these general proportions:	
Technical Assistance visits (see Section III)	65-70%
Unique Program Elements (see Section II)	15-20%
Training (see Section VI)	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
Aran Enger	0.50	PPA Specialist
Megan Engebretson	1.00	PPA Specialist
Angela Peterson	0.30	PPA Specialist/Lead
Jeff Hutchison	0.10	Manager/Supervisor

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)
Semi-annual Training	Assist with organizing one of the semi-annual one-day training sessions for all Pollution Prevention Specialists. Assist in developing the agenda, finding presenters and securing venue/caterer.
Business or Contaminant/Waste Education/Outreach Focus	Define specific business or contaminant/waste focus for education/outreach. This is separate from technical assistance visits, but may be complementary to planned technical assistance visit targets.

When unique outreach or educational materials are developed by the CONTRACTOR using Local Source Control (LSC) funds, a copy of the materials must be provided to ECOLOGY before use.

Section III. Technical Assistance Visits

The CONTRACTOR will conduct technical assistance 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. The balance of the visits will be Screening Visits and Follow-up 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.

Table 3: Number of Technical Assistance Visits

Number of Total Visits	700
<i>Target for Initial Visits</i>	<i>420</i>

Business sectors, organizations, waste streams, and/or geographical area that will provide a focus for the 2017-2019 technical assistance visits are listed in Table 4.

Table 4: Technical Assistance Targets

Target	Rationale for selecting
Auto related businesses	These businesses usually are SQG's and have other recyclable wastes in quantity. There is often an outdoor component and visible spill potential.
Industrial and light industrial businesses	There are many small businesses that manufacture for the aerospace or other industries. All 16 cities in Snohomish county have at least one industrial area.
Dental, veterinary, health and clinical settings	These businesses have hazardous wastes that are frequently improperly disposed. They are often disposed to sewer or to biohazard bags, which are incinerated and would release toxics to air.
Property Managers (Multi-family housing)	Often an issue with a building needs to be resolved with the property manager. By providing the property managers with information, they can better understand what they need to have in place for different tenants.

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 that is provided on an annual basis to try and ensure that the business is not a Medium or Large Quantity Dangerous Waste Generator
 - Check with Urban Waters staff (where applicable) to ensure that business is not currently being visited by Urban Waters staff
 - Research site and issues prior to the visit using a combination of data sources
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
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.

Table 5: Timeline

Time Period	Goal for number of Site Visits	Unique Program Element activities	Technical Assistance Target activities
July 1, 2017 – December 31, 2017	175	Business contaminant/waste education/outreach focus	Visit auto related businesses, industrial and light industrial businesses, dental, veterinary, health and clinical settings, and property managers.
January 1, 2018 – June 30, 2018	175	Business contaminant/waste education/outreach focus	Visit auto related businesses, industrial and light industrial businesses, dental, veterinary, health and clinical settings, and property managers.

July 1, 2018 – December 31, 2018	175	Business contaminant/waste education/outreach focus	Visit auto related businesses, industrial and light industrial businesses, dental, veterinary, health and clinical settings, and property managers.
January 1, 2019 – June 30, 2019	175	Semi-annual training Business contaminant/waste education/outreach focus	Visit auto related businesses, industrial and light industrial businesses, dental, veterinary, health and clinical settings, and property managers.

Section V. LSC Database

Information gathered during technical assistance visits must include all of the elements that are listed in the LSC checklist v. 5.0., dated 11/1/2016 ([link](#)) and be entered into the LSC database, which is managed and maintained by ECOLOGY. 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

Section VI. 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 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. Field Mentoring & Training Review

If internal expertise is not available, ECOLOGY will assign an experienced PPA Specialist from another LSC partner as a mentor to provide field training and support to a new hire; this will be set-up within two weeks of notification to Ecology.

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.

2. In-person New Staff Training

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

In-person Trainings for all PPA Specialists

These In-person Trainings will be planned and conducted by teams of PPA Specialists from two to three LSC partners for each training. 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. They are usually scheduled between 8:30 a.m. and 3:30 p.m. with overnight travel allowed for jurisdictions that need extra time to be able to attend the trainings. ECOLOGY must pre-approve overnight travel if it is being charged to the LSC budget.

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 will plan and conduct 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. Up to eight Webinars will be scheduled each year.

Attendance Requirement: Mandatory for each PPA Specialist to 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 eight Webinars. Notification of the substitution must be provided to ECOLOGY at least two weeks in advance of the Webinar.

Table 6: Tentative Training Schedule (subject to change)

July, 2017	No training
August 9, 2017	Webinar
September 13, 2017	Webinar

October 10-11, 2017	In-person training in conjunction with Regional NAHMMA Conference in Troutdale, OR
November 7-8, 2017	New Specialists' Training at Ecology Northwest Regional Office in Bellevue
December 13, 2017	Webinar
January 10, 2018	Webinar
February 14, 2018	Webinar
March 14, 2018	In-person training Location: TBD
April 11, 2018	Webinar
May 9, 2018	Webinar
June 13, 2018	Webinar
July, 2018	No training
August 8, 2018	Webinar
September 12, 2018	In-person training Location: TBD
October 10, 2018	Webinar
November, 2018	New Specialists' Training at Ecology Northwest Regional Office in Bellevue
December 12, 2018	Webinar
January 9, 2019	Webinar
February 13, 2019	Webinar
March 13, 2019	In-person training Location: TBD
April, 2019	Webinar
May, 2019	Webinar
June, 2019	Webinar

Section VII. Reporting and Contract Changes

Annual reports, briefly summarizing contract status including: number of site visits performed, Unique Program Element activities conducted, Technical Assistance Target activities conducted and budget status shall be provided to ECOLOGY by July 31, 2018 and June 30, 2019. 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).

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 VIII. Invoicing

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

- Support documents may be submitted via email rather than as a paper copy.
- Quarterly invoicing will follow the schedule in Table 7.

Table 7: Invoicing Schedule

Quarter	Months	Due Date
1	July, August, September 2017	November 10, 2017
2	October, November, December 2017	February 10, 2018
3	January, February, March 2018	May 10, 2018
4	April, May, June 2018	July 31, 2018 (earlier Due Date due to end of fiscal year requirements)
5	July, August, September 2018	November 10, 2018
6	October, November, December 2018	February 10, 2019
7	January, February, March 2019	May 10, 2019
8	April, May, June 2019	July 31, 2019 (earlier Due Date due to end of biennium requirements)

**APPENDIX B
INVOICE & BUDGET DETAIL**

Department of Ecology - Local Source Control Partnership *(updated 07/2017)*

Contractor:	Snohomish Health District		IAA No:	C1800022	
Current Invoice Period: Qtr/YR:			Invoice No:		
	Current Invoice	Total Cumulative Invoices to-date*	Budget 2017-19	Remaining Budget	notes
**Salaries		0.00	\$257,675.00	\$257,675.00	
**Benefits		0.00	\$112,278.00	\$112,278.00	
Subcontracts		0.00	\$0.00	\$0.00	
**Goods & Services		0.00	\$4,000.00	\$4,000.00	
**Equipment		0.00	\$1,000.00	\$1,000.00	
**Travel / Training		0.00	\$2,500.00	\$2,500.00	
Subtotal Direct Costs	0.00	0.00	\$377,453.00	\$377,453.00	
**Indirect Costs (@ Rate 25%)			\$94,363.00	\$94,363.00	
Total Costs	\$ -	\$ -	\$471,816.00	\$471,816.00	

**Total Cumulative includes current invoice amounts*

*** Indirect rate applied to Salaries, Benefits, Goods & Services, Equipment, Travel/Training*

Staff Name / Expense Description <i>(attach copy of internal record reflecting all staff paid through contract & copy of each invoice paid)</i>	Salaries	Benefits	Subcontracts	Goods & Services	Equipment	Travel / Training	Indirect Costs
Subtotals	0	0	0	0	0	0	0
Total = Current Invoice	\$ -						

APPENDIX C SPECIAL TERMS AND CONDITIONS

1) Federal Funding Accountability And Transparency Act (FFATA) Reporting Requirements

CONTRACTOR/RECIPIENT must complete the attached FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

ECOLOGY will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. ECOLOGY is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.frs.gov within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov.

For more details on FFATA requirements, see www.frs.gov.

2) 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.