

INTERAGENCY AGREEMENT  
BETWEEN  
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND  
PACIFIC COUNTY

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as ECOLOGY, and Pacific County, hereinafter referred to as the PROVIDER. The purpose of this agreement is to provide funding for the PROVIDER's Community Litter Cleanup Program.

PROVIDER ADDRESS	Pacific County PO Box 68 South Bend, WA 98586
PROVIDER PROJECT COORDINATOR	Faith Taylor-Eldred
TELEPHONE	360-875-9356
FAX	360-875-9304
E-MAIL	ftaylor@co.pacific.wa.us
ECOLOGY PROJECT OFFICER	Ariona
TELEPHONE	360-407-6351
FAX	360-407-6305
E-MAIL	ario461@ecy.wa.gov
FUNDING SOURCE	Waste Reduction, Recycling, & Model Litter Control Fund
ESTIMATED COMMUNITY INVESTMENT	\$ 16,680
STATE SHARE	\$ 54,751
FEDERAL TAX IDENTIFICATION NO.	91-6001356

The period of performance of this Agreement begins on **July 1, 2011**. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the PROVIDER. The work will be completed on **June 30, 2013**, unless terminated sooner as provided for herein.

PURPOSE STATEMENT: To remove litter and illegally dumped material from roadways and other public lands.

It is agreed that the PROVIDER shall furnish the necessary personnel, equipment, material and/or services, and/or otherwise do all things necessary for or incidental to the performance of the scope of work set forth below.

## SCOPE OF WORK

### PROVIDER Responsibilities:

#### 1. **TASK: LITTER PICKUP AND ILLEGAL DUMP CLEANUP**

**Maximum Eligible Cost:** \$ 54,751

**Schedule:** July 1, 2011 – June 30, 2013

**Goal Statement:** The PROVIDER will clean county roads, state highways, and illegal dump sites throughout Pacific County and will invest in already established litter pick up organizations.

**Project Description:** The PROVIDER shall run one youth crew, with one paid supervisor and up to four paid youth, to clean state and county roads and abate illegal dump sites four to five days per week during the summer months. One crew will be hired for July and another one for August.

The PROVIDER shall also use a County crew to respond to illegal dumps throughout the County as well as routine roadside litter maintenance.

Illegal dump sites will be identified by the local environmental health department, other county departments and local citizenry. The litter will be collected, bagged, and placed in a trailer daily for transport to the local transfer station. Crews will separate litter from recyclable material, and any revenues from recycled materials will remain with the PROVIDER.

The PROVIDER shall coordinate cleanup in partnership with the State Department of Transportation and the Ecology Youth Corps to avoid duplication of effort.

The PROVIDER will be responsible for all safety training and ensure the proper equipment is used. Signs and cones will be used to ensure the safety for the workers in traffic areas. The supervisor may attend ECOLOGY sponsored safety trainings as his/her schedule permits.

The PROVIDER will additionally assist local litter pickup organizations with purchasing supplies/equipment and with disposal costs as resources allow.

**Eligible Costs:** The PROVIDER shall use awarded funds to pay salaries/benefits for the crew supervisor and youth crew; County crew; safety training; necessary supplies, tools and equipment; and eligible disposal costs.

### **Community Investments:**

The PROVIDER will pay for any/all administrative fees.

The PROVIDER, in partnership with the Pacific County Department of Public Works, will coordinate for pick up and transport for disposal, material cleaned from county roads and/or dump sites by paid work crews and volunteer organizations.

Public Works will also provide signage and flagger(s) as needed for the crew when they are working roads. Local transfer stations will give the PROVIDER their best disposal rates.

The PROVIDER will provide the staff and youth with the necessary training and documents to perform their job safely.

**Expected Outcomes/Impacts:**

300	Road miles to be cleaned	6,000	Pounds of litter collected
10	Acres to be cleaned	9,000	Pounds of debris from illegal dumps
20	Illegal dump sites to be cleaned	700	Supervisor hours
2,700	Pounds of material recycled	2,500	Total crew hours

**Progress Reports:** Progress Reports must be submitted with each payment request. Progress reports may not contain information for more than one quarter. For example, if the PROVIDER is permitted to submit a payment request for a period from July 1, 2011 through December 31, 2011, the PROVIDER shall submit two separate progress reports - one report for July 1, 2011 through September 30, 2011 and a second report for October 1, 2011 through December 31, 2011.

The final payment request shall include a Final Project Assessment form, which is used to summarize and evaluate the entire project. Please also include details about community investments on this form.

**On-Site Visits:** ECOLOGY staff may make periodic on-site visits to the PROVIDER's litter cleanup activities/projects.

**BUDGET**

TASK	MAXIMUM ELIGIBLE COST
LITTER PICKUP AND ILLEGAL DUMP CLEANUP	\$ 54,751

**FUND SOURCE**

FUND	MAXIMUM FUND AMOUNT
Waste Reduction, Recycling, and Model Litter Control Fund: (Litter and Illegal Dump Cleanup)	\$ 54,751

**ADDITIONAL BUDGET CONDITIONS**

1. The fiscal office will monitor expenditures at the task level.
2. There is a limit of 10% administrative costs of the total contract amount.
3. PROVIDER contact for billing/invoice questions is:

Faith Taylor-Eldred  
 360-875-9356  
 ftaylor@co.pacific.wa.us

## **PAYMENT**

**Compensation** for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated the cost of completing the work herein will not exceed \$54,751 unless the parties mutually agree to a higher amount prior to commencement of any work which will cause the maximum payment to be exceeded. Compensation for services shall be based on the budget above this section.

**Overtime** compensation, including straight salaries and benefits for employee hours in excess of 40 per week, is allowable only with prior written approval and only when 100% of an employee's time is spent on tasks specific to the Scope of Work of the Agreement.

**Billing Procedures:** The PROVIDER shall submit invoices no more frequently than once a month and no less frequently than once per quarter. Invoices are due 30 days following the end of each quarter, and shall be done on the accepted forms.

The PROVIDER must show that they are using the funds by submitting invoices and progress reports to Ecology. At its discretion, Ecology may amend or revoke contracts if a PROVIDER does any of the following:

- Submits no invoices by October 31, 2011 (that is, within 30 days of the quarter ending September 30, 2011)
- Submits no invoices within 30 days after the end of any subsequent quarter
- Submits invoices that show insufficient activity

Upon expiration of the contract, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

### **Payments shall be made payable to:**

Pacific County Department of Community Development  
PO Box 68  
South Bend, WA 98586

## **RECORDS MAINTENANCE**

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services 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 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.

## **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 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.

### **PROMOTIONAL AND EDUCATIONAL MATERIALS**

A copy of all promotional and educational materials developed as part of this Agreement shall be submitted to ECOLOGY concurrent with public distribution or quarterly payment requests. ECOLOGY will be acknowledged for providing funding in all published materials that result from this Agreement.

### **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.

### **AGREEMENT 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.

### **TERMINATION**

Either party may terminate this Agreement upon 30 days 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.

### **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 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

### **DISPUTES**

In the event that a dispute arises under this Agreement, 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, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, 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.

### **GOVERNANCE**

This contract 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.

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 state and federal statutes and rules;
- b. scope of work; and
- c. any other provisions of the agreement, including materials incorporated by reference.

**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.

**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 writing signed by an authorized representative of the party and attached to the original Agreement.

**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.

**OTHER SPECIAL TERMS**

1. ON-LINE CONTRACTS AND GRANTS MANAGEMENT

Washington State's Office of Financial Management is developing an on-line contracts and grants management system. When the system becomes available, all new or active contract and grant agreements in the state must be managed in the system. The PROVIDER agrees to register in the state vendor registration program and to use the on-line system.

2. TRAINING

The PROVIDER agrees to participate in any ECOLOGY recommended trainings to manage agreements and prepare, process, and receive payments

**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.

**In witness whereof, the parties have signed this Agreement.**

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PACIFIC COUNTY

\_\_\_\_\_  
Laurie G. Davies

\_\_\_\_\_  
By:

Title: Program Manager  
Waste 2 Resources Program

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**APPROVED AS TO FORM ONLY**  
**Assistant Attorney General**