

ORIGINAL

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6/23/09

Co. Contract # 815.09.005

**INTERAGENCY AGREEMENT
BETWEEN THE
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CLALLAM COUNTY SHERIFF'S DEPARTMENT**

RECEIVED

JUN 26 2009

Washington State
Department of Ecology

This is a binding agreement entered into by and between the State of Washington Department of Ecology, hereinafter referred to as ECOLOGY, and Clallam County Sheriff's Department, 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	Clallam County Sheriff's Department 223 East 4 th Street, Suite 6 Port Angeles, WA 98362
PROVIDER PROJECT COORDINATOR	Sgt Al Collins
TELEPHONE	360-417-2566
FAX	360-417-2499
E-MAIL	acollins@co.clallam.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	\$ 125,250
STATE SHARE	\$ 76,545
FEDERAL TAX IDENTIFICATION NO.	91-6001298

The period of performance of this Agreement begins on **July 1, 2009**. 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, 2011**, unless terminated sooner as provided for herein.

PURPOSE STATEMENT: To remove litter and illegally dumped material from public lands and/or provide litter and illegal dump prevention education to citizens and other organizations.

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. PROJECT: LITTER PICKUP AND ILLEGAL DUMP CLEANUP

Maximum Eligible Cost: \$ 71,545

Schedule: July 1, 2009 – June 30, 2011

Goal Statement: The PROVIDER will clean litter and illegal dumpsites from public roadways, parks, and other public access areas within Clallam County. This program will help to discourage future littering and allow for the maintenance of clean, safe, and healthy public areas and roadways in Clallam County.

Project Description: The PROVIDER shall partner with Public Works through the Roads Department (Roads) to clean county roadways as a first priority for litter pickup.

Litter and illegal dumpsite clean up shall occur for selected roadways and controlled areas by request and agreement with municipal, county, state, and federal agencies.

The work crew shall be comprised of two supervised inmate teams. Each team is composed of four to five Clallam County Corrections Facility minimum/medium security level inmates who are supervised by an experienced corrections officer. Teams shall work four (4) days per week, Monday through Thursday, six to seven and one-half hours per day.

The Chain Gang Officer shall be responsible for scheduling and coordinating daily activities for the work crews in coordination with Roads, law enforcement, citizen reports, and other agency representatives.

Each team shall be responsible for loading and transporting the litter to the transfer station for disposal except in situations of excessive quantities and/or large items. In these situations, the PROVIDER shall coordinate with Roads for pickup and transport.

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

Eligible Costs: The PROVIDER shall use awarded funds to pay salary and benefits for corrections crew supervisors, administration costs (no more than 10% of the contract amount), and crew equipment and supplies.

Community Investments: Community Investments include the following:

- The PROVIDER will provide the overall management, organization, correction crews, transportation, and training.
- The PROVIDER will provide all vehicle and related expenses to transport the correction crew.
- The project has the support and approval of the local Solid Waste Advisory Committee.
- The City of Port Angeles, being the owner/operator of the landfill/transfer station and agency partner, waives all tipping fees.
- Local businesses contribute by providing boots, sweaters, hats, coats, gloves, socks, and other supporting goods and services at cost, or substantially reduced rates.
- The Roads Department assists in picking up large quantities of trash and dumpsite material and transporting to the landfill.

Expected Outcomes/Impacts:

2,000	Road miles to be cleaned	50,000	Pounds of litter collected
25	Acres to be cleaned	135,000	Pounds of debris from illegal dumps
300	Illegal dump sites to be cleaned	2,750	Supervisor hours
3,000	Pounds of material recycled	7,000	Total crew hours

2. PROJECT: TOOLS AND TRUCKS

Maximum Eligible Cost: \$ 5,000

Schedule: July 1, 2009 – June 30, 2011

Goal Statement: To install one video camera at a high incident illegal dump site in order to catch illegal-dumpers and proceed with enforcement.

Project Description: One video camera and installation equipment will be purchased. The camera will be installed at one high incident illegal dump site with the intent of aggressive enforcement of existing litter laws to decrease the problem of increased illegal dumping.

Eligible Costs: ECOLOGY will pay up to \$5,000 of the initial cost to purchase a video camera and installation equipment.

Expected Outcomes/Impacts: This surveillance equipment will ensure that illegal dumpers are identified, and will be prosecuted and fined accordingly, hence decreasing future incidents of illegal dumping in these high incident areas.

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, 2009

through December 31, 2009, the PROVIDER shall submit two separate progress reports - one report for July 1, 2009 through September 30, 2009 and a second report for October 1, 2009 through December 31, 2009.

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.

Litter Survey Cooperation: The PROVIDER will contribute to ECOLOGY's 2009-2010 litter survey by coordinating and scheduling all roadside pickup with ECOLOGY. Success of the survey requires that litter survey sites are not cleaned by the PROVIDER or any other groups unless specifically requested by ECOLOGY. Ecology will provide to the PROVIDER a list of survey sites. If the PROVIDER cleans a survey site or knows of a site being cleaned, the PROVIDER shall save the collected material if possible and contact ECOLOGY immediately.

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

BUDGET

PROJECT	MAXIMUM ELIGIBLE COST
1. Litter Pickup and Illegal Dump Cleanup	\$ 71,545
2. Tools and Trucks	\$ 5,000
TOTAL	\$ 76,545

FUND SOURCE

ELIGIBILITY GROUP	GROUP 1	GROUP 2	PROJECT
Tasks Included in Each Group:	1	2	\$ 76,545
Maximum Eligible Costs:	\$ 71,545	\$ 5,000	
FUND	MAXIMUM FUND AMOUNT		
Waste Reduction, Recycling, and Model Litter Control Fund: (Litter and Illegal Dump Cleanup)	\$ 71,545		\$ 71,545
Waste Reduction, Recycling, and Model Litter Control Fund: (Tools and Trucks)		\$ 5,000	\$ 5,000

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
3. Provider contact for billing/invoice questions is:

Jackie Koon
360-417-2567; fax 360-417-2498
jkoon@co.clallam.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 \$76,545 unless the parties mutually agree, in writing signed by both parties, 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 in said 40 hours of the current week.

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, A19-1A.

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, 2009 (that is, within 30 days of the quarter ending September 30, 2009)
- 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:

Clallam County Sheriff's Department
223 East 4th Street, Suite 6
Port Angeles, WA 98362

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 DEPARTMENT 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 hereby sign this Agreement:

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

CLALLAM COUNTY
SHERIFF'S DEPARTMENT

Laurie G. Davies 7/8/09
Date
Laurie G. Davies
Program Manager
Solid Waste and Financial Assistance

[Signature] 6/23/09
Date
Authorized Official

Howard V. Doherty, Jr.
Print Name of Authorized Official
Chair of the Board
Title

APPROVED AS TO FORM ONLY
Assistant Attorney General

APPROVED AS TO FORM
[Signature]
CLALLAM CO. PROSECUTORS OFFICE
DATE: 6-19-09