

33102

Kittitas County
Review Form
Grants & Contract Agreement



Today's Date 05/09/2016	Agenda Date 6/7/16
Fund/Department 116-Public Health	

Contract/Grant Information

Contract /Grant Agency: Interagency Agreement between the State of Washington Department of Ecology and Kittitas County Public Health Department	
Period Begin Date: 03/01/2016	Period End Date: 06/30/2017
Total Grant/Contract Amount: \$58,100.00	
Grant/Contract Number: C1600148	
Contract/Grant Summary: The purpose of Interagency Agreement between the Washington State Department of Ecology and Kittitas County Public Health Department is for the health department to enter the EPA P Advance Program to prevent non-attainment in Ellensburg. This project will create a future plan for sustainable efforts to reduce PM2.5 through activities within the EPA's PM Advance Program and efforts to elicit behavior change around burning.	

Recommendation for Board of Health and Board of Health Review on _____

Department Head Signature: <u>[Signature]</u> , Administrator	Date: <u>6/3/16</u>
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Kittitas County Prosecutor, Auditor, and Board of Health Review and Comment:

APPROVED AS TO FORM:

<u>[Signature]</u>	<u>5-17-16</u>
Signature of Prosecutor's Office	Date
<u>[Signature]</u>	<u>5/18/16</u>
Signature of Auditor's Office	Date
_____ Signature of Board of Health member	_____ Date

Financial Information

Total Amount \$58,100.00	State Funds \$58,100.00	Federal Funds \$
Percentage County Funds	Matching Funds \$	CFDA# n/a
	In-Kind \$ Explain	
Is Equipment being purchased?	Who owns equipment?	
New Personnel being hired?	Contact HR hiring – reporting requirements	
Future impacts or liability to Kittitas County:		

Budget Information

Budget Amendment Needed?	Yes <input type="checkbox"/> attach budget form	No <input checked="" type="checkbox"/> Why not
New Division Created?		Included in 2016 budget
Revenue Code 116-615.08.04.334.03.10.3 - \$58,100.00		

Pass Through Information

Agency to Pass Through	
Amount to Pass Through	\$
Sub-Contract Approved	Date:

Prosecutor Review

Has the Prosecutor reviewed this agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
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County Departments Impacted

Auditor	Facilities Maintenance
Information Services	Human Resource
Prosecutor	Treasurer

Submitted

Signature:	Date:
Department:	

Assignment of Tracking Information

Auditor's Office	
Human Resource	
Prosecutor's Office	
Who Signed the grant application	

Reviewer	Date
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IAA No. C1600148

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

KITTITAS COUNTY PUBLIC HEALTH DEPARTMENT

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 Kittitas County Public Health Department hereinafter referred to as the "KCPHD," pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is for Kittitas County Public Health Department to enter the EPA PM Advance Program to prevent non-attainment in Ellensburg. This project will create a future plan for sustainable efforts to reduce PM2.5 through activities within the EPAs PM Advance Program and efforts to elicit behavior change around burning.

WHEREAS, *Implementation of this agreement is to protect and enhance air quality in coordination with the State and Federal Clean Air Acts, RCW 70.94*

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) STATEMENT OF WORK

KCPHD 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, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on **March 1, 2016**, and be completed by **June 30, 2017**, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

3) COMPENSATION

The source of funds for this IAA is *Washington State funds*. 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 contract, in which payment is based on the successful completion of expected deliverables.

The parties have determined that the cost of accomplishing the work identified herein will not exceed **\$58,100** (Fifty eight thousand and one hundred dollars). 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 Budget. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A with supporting documentation. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related fees. 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 a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Invoices are to be sent to:

State of Washington Department of Ecology Air Quality Program / Carrol A. Johnston P.O. Box 47600 Olympia, WA 98504-7600
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Payment requests may be submitted on a Quarterly basis or at the completion of the work. 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 contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

8) CONFORMANCE

If any provision of this contract 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

ECOCLOGY'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, ECOCLOGY, 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. ECOCLOGY may also elect to suspend performance of the agreement until ECOCLOGY determines the funding insufficiency is resolved. ECOCLOGY may exercise any of these options with no notification restrictions.

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.
- d. Statement of Work and Budget.
- e. 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

KCPHD 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 subcontractor 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 15 working 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 upon thirty (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.

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 ECOLOGY Representative is:	The KCPHD Representative is:
Name: Sue Billings Address: 1250 W. Alder Street Union Gap, WA 98903-0009 Phone: 509.575.2486 Email: sbil461@ecy.wa.gov Fax: 509.575.2809	Name: Holly Myers Address: 507 N Nanum Street Suite 102 Ellensburg, WA 98296 Phone: 509.962.7005 Email: holly.myers@co.kittitas.wa.us Fax: 509.962.7581

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 hereto, having read this Contract 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**

**Kittitas County
Public Health Department**

By

Signature

Date

By

Signature

Date

Stuart A. Clark

Print Name:

Air Quality Program Manager

Title:

Approved as to form:
Attorney General's Office

APPENDIX A STATEMENT OF WORK AND BUDGET

Introduction

KCPHD's mission is to protect and promote the health and the environment of the people of Kittitas County. Health impacts from poor air quality in Kittitas County are a concern that falls within that mission.

In 2014 and 2015, KCPHD reviewed ambient air quality data and conducted assessments of knowledge, beliefs, and behaviors about air quality in Kittitas County. The review and assessments informed public outreach efforts, modified the county's emissions inventory, and informed a local advisory committee about issues and opportunities for the future.

The purpose of this agreement is for Kittitas County Public Health Department to enter the EPA PM Advance Program to continue on a sustainable path toward preventing non-attainment in Ellensburg. Ellensburg has shown a trend of high PM 2.5 during winter home-heating months over the last 6 years. Kittitas County Public Health Department and Ecology have partnered to conduct surveys of burning behaviors and attitudes in addition to educational activities. This project will create a future plan for sustainable efforts to reduce PM2.5 through activities within the EPA's PM Advance Program and efforts to elicit behavior change around burning.

Project Coordinator:

Holly Myers, Environmental Health Supervisor
Kittitas County Public Health Department
507 N. Nanum St. Suite #102, Ellensburg, WA 98926
(509) 962-7515
holly.myers@co.kittitas.wa.us

Tax Identification Number:

91-6001349

**SCOPE OF WORK
APPENDIX A**

Tasks	Deadline	Deliverables	Lead Staff
<u>TASK 1: PM ADVANCE PROGRAM</u>			
<u>1. Join EPA's PM Advance Program.</u> Send PM Advance sign up letter to EPA. Specify eligibility criteria, efforts already underway, and preferences about EPA support and involvement through July 2017.	July – August 2016	A. Copy of letter B. Evidence that authorizing environment is aware and supportive of joining PM Advance.	AQ Project Specialist
<u>2. Secure Stakeholder Participation</u> Secure appropriate level of stakeholder involvement for remainder of biennium through Kittitas County Air Quality Advisory Committee (AQAC), and others as appropriate.	July 2016	A. Meeting notes, current committee membership list. B. Schedule of meetings through July, 2017 with preliminary outline of how agenda will proceed through deliverable items.	AQ Project Specialist
<u>3. Review current available information on PM_{2.5} including (but not limited to the list below):</u> <ul style="list-style-type: none"> Emissions inventory Survey data and conclusions Monitoring data Education campaigns and material Permit, Complaint, and Enforcement data Community activities involving PM_{2.5} reduction Literature review for general information 	August – September 2016	A. Written report including methods, detailed results, and summary results. One editable electronic copy and three printed copies.	AQ Project Specialist
<u>4. Consider possible PM 2.5 emission reduction work with AQAC</u> <ul style="list-style-type: none"> Study other PM Advance members' program efforts, and other community wood smoke reduction programs. Learn their level of effort, roles and partnerships, successes and challenges, cost and effectiveness of the efforts. Compare these situations to your community, considering community specific barriers, benefits, attitudes, beliefs, and values. 	June 2016 – June 2017	A. Written report including methods, detailed results, and summary results. One editable electronic copy and three printed copies.	AQ project specialist

Tasks	Deadline	Deliverables	Lead Staff
<ul style="list-style-type: none"> Identify potential voluntary actions to promote PM2.5 emission reduction in your community; attempt to quantify the potential benefits to your community, and potential for community acceptance. Identify potential regulatory changes that could reduce PM2.5 in your community; attempt to quantify the potential benefits to your community, and potential for community acceptance. Identify the possible voluntary/regulatory interventions with the highest potential benefit and community acceptance. (Fire Marshall enforcement activities) Identify potential methods for measuring acceptance of and outcomes from the high-value emission reduction efforts. Present findings and recommendations to Ecology and Committee. 			Fire Marshall Staff
<p>5. <u>Create and submit a 5-year Path Forward Plan to EPA and Ecology, using existing data to inform plan</u></p> <p>Secure approval from Committee and Authorizing Environment prior to Plan submittal.</p> <p>Plan will cover:</p> <ul style="list-style-type: none"> air quality trends in the area a summary of measures and programs already underway, with evaluation of effectiveness evaluation of potential additional voluntary and mandatory control options, with evaluation of potential effectiveness list of measures and programs eventually selected for implementation as part of PM Advance, and why they were selected over others evaluated a detailed implementation schedule, including significant actions that are necessary or may affect implementation, such as required reviews/approvals, acquisition of equipment or funding, discussion of roles and responsibilities, and support needed from others provisions for public/stakeholder involvement. 	October 2016 – March 2017	<p>A. Meeting notes from approval events at Committee, Board of Health, and others. Include attendance, discussions, and decisions/actions.</p> <p>B. Oral presentation to at least one group. 3 copies printed, and one electronic copy of presentation.</p>	AQ project specialist

Tasks		Deadline	Deliverables	Lead Staff
<ul style="list-style-type: none"> provisions for updates to EPA and Ecology 				
<p>6. <u>Implementation and Periodic Reporting:</u> Implement the path forward or action plan. Track elements, issues, costs, and effects. Create and implement a sustainable reporting schedule and format for periodic status updates to EPA and Ecology. Secure and document agreement by Ecology and EPA to this reporting scheme. Updates should include</p> <ul style="list-style-type: none"> status of PM2.5 reduction measures and programs, including their funding and cost effectiveness; current PM2.5 air quality, relevant episodes, and trends; stakeholder meetings/events; efforts to secure funding for continued progress, and status/results of those efforts; any other information the Committee would like to highlight. 		March – June 2017	<p>A. Proposed tracking and periodic reporting plan. B. Agreement by Ecology and EPA to the proposed reporting and tracking plan. C. Tracking and reports as agreed upon.</p>	AQ project specialist
<p>7. <u>Keep authorizing environment informed of progress</u></p> <ul style="list-style-type: none"> Maintain communication and periodic updates with local agencies, interest groups, Ecology, and EPA informed of progress. Track and respond to recommendations and concerns. 		June 2016 – June 2017	<p>A. Meeting notes from applicable briefings. Include attendance, and presentation materials used at the briefing. Include concerns, action items, and other matters that emerged within the contract period.</p>	AQ project specialist
<p>8. <u>Seek future funding, resources, and authority for plan implementation</u></p> <ul style="list-style-type: none"> Develop skills, methods, capacity, and a plan to pursue future funding and support for implementing, evaluating and evolving your PM2.5 Plan. 		June 2016 – June 2017	<p>A. Include in your final report to Ecology. B. Provide meeting notes, discussions, and action items as they occur within the contract period.</p>	AQ project specialist
TASK II: PROVIDE MENTORSHIP AND PRESENTATIONS				
<p>1. <u>Present Kittitas County AQ project plan at three different venues</u></p> <ul style="list-style-type: none"> Work with Ecology in advance to select 3 qualifying venues over the course of the contract. Venues should be above and beyond the normal, 		April 2016 – June 2017	<p>A. Meeting notes, attendance, and presentation copies sent to Ecology</p>	AQ project specialist

Tasks	Deadline	Deliverables	Lead Staff
and have potential for widespread sharing with audiences not yet familiar with your work.			and EH Supervisor
2. <u>Hold three meetings with elected officials</u> <ul style="list-style-type: none"> Work with elected officials in your area to promote sustainable PM2.5 reduction methods that are likely to succeed, and are in keeping with local values. 	June 2016 – June 2017	A. Meeting notes/agenda copies, attendance, and outcome to Ecology	AQ project specialist and EH Supervisor
3. <u>Provide feedback and limited guidance to other Local Health departments</u> <ul style="list-style-type: none"> Upon request by Ecology, and as time/funding allow, assist with conversations and ideas; provide coaching and mentorship to local health departments on how to approach prevent nonattainment concepts in their area. 	June 2016 – June 2017	A. Log of meeting agendas/ notes to Ecology	AQ project specialist and EH Supervisor
<u>TASK III : Final Report and Project Bundle</u>			
1. Work with Ecology throughout the project and in advance of final reporting, to structure this task and assure acceptable level of detail and format for delivery of final report. 2. Include: <ul style="list-style-type: none"> Executive summary Complete detail of expenditures Bundle of previous reports, public records, and products required by or produced as a result of this contract. 	June 30, 2017	A. Complete report with resource reference, meeting agendas and minutes. B. All materials developed as a result of this contract, including versions/formats that may be used by others, and clear permission for the materials to be used by and distributed to others. C. Observations and recommendations for continued efforts.	AQ project specialist and EH Supervisor

PROJECT BUDGET, APRIL 1, 2016--JUNE 30, 2017

Expenses	Amount	Description
STAFF		
SALARIES	\$ 30,900	EH Supervisor - 6.5 hours per week at 52 weeks (1 year) = 338 hours AQ Specialist - 20 hours per week at 52 weeks = 1040 hours
BENEFITS	\$ 12,200	Estimated benefit costs
INDIRECT COSTS	\$12,500	40.25% of salaries (per federally approved indirect cost allocation plan, actual percentage may be different in 2016-2017)
NON PAYROLL ITEMS	\$2,500	\$1200 travel costs, \$800 registration fees, \$500 supplies and miscellaneous
TOTAL	\$58,100	
In Kind Contributions	Amount	Description
Advisory Committee Members	\$2,625	1hr/month x 15 months=12 hours x 5 people at \$35/hour
Health Promotion Supervisor	\$992.50	15 hr/15 month = salary, benefit and indirect costs (Press Releases, media communication, monitoring Ecology messaging and disseminating to list serv)
Assessment Coordinator	\$992.50	15 hr/15 month = salary, benefit and indirect costs (using survey data to mold messaging for Press Releases and educational messaging)
EH Supervisor	\$4,500	Salaries, benefits and indirect costs related 4/1/16 – 7/1/2016 (chairperson of committee, presentation to local and regional organizations on non-attainment issues, providing educational material to neighborhoods identified by complainants)
TOTAL	\$9,110	

