



# City of Spokane

## Minor Contract Summary

OPR # OPR 96-877  
 Cross Ref \_\_\_\_\_  
 Destruct Date 2035  
 Clerk's Dist. NO 6.11.2013

**Incomplete submissions will be returned to the Department until all requirements are met.**  
 (Summary to be printed on blue paper)

Department Name 4500 Solid Waste Management  
 Department Project # \_\_\_\_\_

New Contract   
 CR # 13458  
 Date: 05/02/2013

### Contractor/Consultant

Name: **Washington State Department of Ecology**  
 Address: **4601 N. Monroe St.** Remittance Address: **Cashiering, PO Box 47611**  
 City, State, Zip: **Spokane, WA 99205-1295** City, State, Zip: **Olympia, WA 98504-7611**

### Summary of Services

Contract amended to increase the annual expenditure to \$10,000 for the regulatory oversight of operations and maintenance of the Northside Landfill ground water pump & treat system. The increased expense is the result of normal inflation through the years. The actual cost may vary depending on the pump & treat system's performance and the time required for oversight services. This is the first amendment to the original open-ended contract executed in 1996.

Amount: \$7,000 additional annually Budget Code: 4500-44850-37080-55124

**RECEIVED**

**JUN 10 2013**

**CITY CLERK'S OFFICE  
 SPOKANE, WA**

Maximum Amount

Beginning Date: 1/1/2013 Expiration Date: \_\_\_\_\_ Open-Ended:

Quotes (per Purchasing Policy to be kept on file in Dept.)  Insurance Certificate (as per contract)  
 City Business License  If Public Works Contract, Contractor has been notified of State Law requirements.

Department Verification Statement: My signature below verifies that all documentation has been completed.

Requestor/Verifier/Contact: RSchoonover

Funds are available in the appropriate budget account

Accountant

Cynthia Marchand  
 Signature

5/21/13  
 Date

Department Head

Frank K. Wind  
 Signature

5/17/13  
 Date

Other

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

Other

Keith R...  
 Signature

\_\_\_\_\_  
 Date

### Distribution List

Contractor E-mail: <u>WFEE461@ECY.WA.GOV</u>	Contract Accounting: <u>mlesesne@spokanecity.org</u>
Dept. Contact E-mail: <u>rahanson@spokanecity.org</u>	Taxes and Licenses
<u>rschoonover@spokanecity.org</u>	
<u>cmarchand@spokanecity.org</u>	



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

4601 N Monroe Street • Spokane, Washington 99205-1295 • (509)329-3400

**FIRST AMENDED LETTER OF AGREEMENT**  
**between the**  
**CITY OF SPOKANE**  
**And**  
**WASHINGTON STATE DEPARTMENT OF ECOLOGY**

This First Amended Letter of Agreement amends and supersedes that Letter of Agreement dated November 30, 1996, entered into by and between the City of Spokane and the Washington State Department of Ecology.

**1.0 PARTIES TO THE AGREEMENT**

This Letter of Agreement is made and entered into by and between the City of Spokane, hereinafter referred to as "City", and the Washington State Department of Ecology, hereinafter referred to as "Ecology", for the purpose of Ecology to provide oversight of operations and maintenance (O&M) of the Northside Landfill ground water pump-and-treat system. This agreement shall provide for the reimbursement of Ecology's oversight costs, upon termination of the Consent Decree No. CS-90-0462-JLQ.

**2.0 PERIOD OF PERFORMANCE**

This agreement shall become effective November 30, 1996 and will expire upon termination, as provided herein.

**3.0 STATEMENT OF WORK**

Ecology will provide oversight for the current Northside Landfill ground water pump-and-treat system upon termination of the Consent Decree. The oversight will include review of the pump-and-treat system O&M, adjustments to the pump-and-treat system, and ground water monitoring data. Other activities at the Northside Landfill, such as inspection of the active cell, are subject to regulation by the Spokane County Health District and not subject to this agreement.

**4.0 TERMS AND CONDITIONS**

All rights and obligations of the parties to this agreement shall be subject to and governed by the Terms and Conditions contained within the text of this agreement.



## 5.0 PAYMENT OF ECOLOGY COSTS

For budgetary purposes, Ecology estimates the oversight cost to be approximately \$10,000 per year. This estimated cost is based on similar oversight projects within the state. The actual costs may vary depending on the performance of the system and time requirements for oversight. If the estimated cost for oversight does not prove adequate for the project time commitment, Ecology will notify the City prior to an exceedance of the estimate. Each quarter, Ecology will provide the City with an itemized statement of costs to be reimbursed by the City. The city will pay Ecology costs within 90 days of receipt of an itemized statement or will initiate dispute resolution under paragraph 6.0.

## 6.0 DISPUTES

Disputes arising under this agreement shall be resolved in accordance with the Dispute Resolution Memorandum of Agreement established in the Consent Decree between Ecology and the City. In the event a dispute arises between the parties regarding implementation of this Agreement, the project coordinators will confer informally in an attempt to resolve the dispute. If after fourteen (14) days the project coordinators cannot resolve the dispute, it shall be referred to Ecology's Toxics Cleanup Program Manager who will issue a written determination within fourteen (14) days of the referral.

## 7.0 PROJECT COORDINATORS

The parties agree to direct all communications, reports, correspondence, and documents regarding this agreement through the following project coordinators. Either party may change project coordinators by written notice to the other party.

Project Coordinator of the City: Rich Hanson, Senior Engineer

Project Coordinator for Ecology: William J. Fees, P.E

## 8.0 TERMINATION

Either party may terminate this agreement upon thirty (30) days of written notice to the other party.

## 9.0 AMENDMENTS

This agreement may be waived, amended, changed, or modified only by written agreement of both parties. The amendments shall not be considered binding unless they are in writing and signed by personnel authorized to legally bind Ecology and the City.

## 10.0 EXECUTION

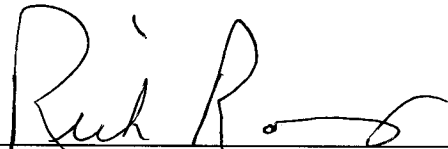
Each undersigned representative of a Party to this agreement certifies that he or she is full authorized to enter into the terms and conditions of this agreement and to execute and legally bind such Party to this document.

FIRST AMENDMENT TO LETTER OF AGREEMENT


Paragraph 5.0 above is amended to provide that the estimated yearly Ecology oversight costs are approximately \$10,000. No other amendment is made.

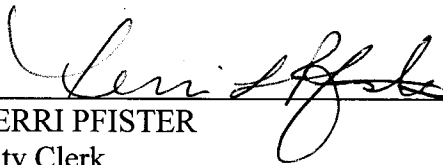
CITY OF SPOKANE

Date: 10-7-13

By:   
RICK ROMERO  
Director, Public Works & Utilities

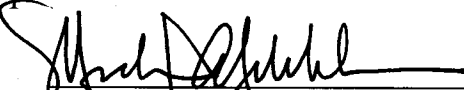
Approved As To Form:

  
BARBARA BURNS  
Assistant City Attorney


Attest:   
TERRI PFISTER  
City Clerk

WASHINGTON DEPARTMENT OF ECOLOGY

Date: 23 April 2013

By:   
MICHAEL A. HIBBLER  
Eastern Regional Section Manager  
Toxics Cleanup Program

Approved As To Form:

  
ANDREW A. FITZ  
Senior Counsel  
Washington Attorney General's Office



*ap/ck*

2005

City Clerk's No. OPR 96-877

RECEIVED

MINOR CONTRACT AUTHORIZATION

NOV 14 1996

CITY CLERK'S OFFICE  
SPOKANE, WA

Date November 7, 1996

Budget Account No. 450 0223 080 61630

CONTRACT TOPIC:

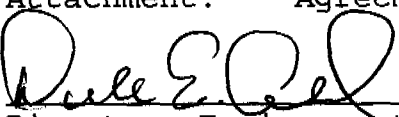
Agreement with Washington State Department of Ecology to provide oversight of operations and maintenance of the Northside Landfill ground water Pump-and-treat system for approximately \$3,000 per year.

CONTRACT BACKGROUND:


Ecology's oversight will include review of the pump-and-treat system O&M, adjustments to the pump-and-treat system, and ground water monitoring data.

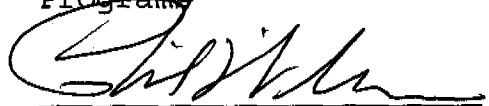
DA:jlf


Attachment: Agreement

  
\_\_\_\_\_  
Director, Environmental Programs

  
\_\_\_\_\_  
Legal

  
\_\_\_\_\_  
Director, Solid Waste Mgmt.

  
\_\_\_\_\_  
Director, Planning and Engineering Services

  
\_\_\_\_\_  
Director, Finance  
*H*

DISTRIBUTION  
Environmental Programs  
Solid Waste Management  
Accounting  
Budget Control

DOE



STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

4601 N. Monroe, Suite 202 • Spokane, Washington 99205-1295 • (509) 456-2926

OPR 96-877

**LETTER OF AGREEMENT**  
between the  
**CITY OF SPOKANE**  
and  
**WASHINGTON STATE DEPARTMENT OF ECOLOGY**

**1.0 PARTIES TO THE AGREEMENT**

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**2.0 PERIOD OF PERFORMANCE**

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**4.0 TERMS AND CONDITIONS**

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**5.0 PAYMENT OF ECOLOGY COSTS**

For budgetary purposes, Ecology estimates the oversight cost to be approximately \$3,000 per year. This estimated cost is based on similar oversight projects within the state. The actual costs may vary depending on the performance of the system and time requirements for oversight. If the estimated cost for oversight does not prove adequate for the project time commitment, Ecology will notify the City prior to an exceedence of the estimate. Each quarter, Ecology will provide the City with an itemized statement of costs to be reimbursed by the City. The City will pay Ecology costs within 90 days of receipt of an itemized statement or will initiate dispute resolution under paragraph 6.0.

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7.0 PROJECT COORDINATORS

The parties agree to direct all communications, reports, correspondence and documents regarding this agreement through the following project coordinators. Either party may change project coordinators by written notice to the other party.

Project Coordinator for the City: Dale Arnold, Director Environmental Programs

Project Coordinator for Ecology: \_\_\_\_\_

8.0 TERMINATION

Either party may terminate this agreement upon thirty (30) days of written notice to the other party.

9.0 AMENDMENTS

This agreement may be waived, amended, changed, or modified only by written agreement of both parties. The amendments shall not be considered binding unless they are in writing and signed by personnel authorized to legally bind Ecology and the City.

10.0 EXECUTION

Each undersigned representative of a Party to this agreement certifies that he or she is fully authorized to enter into the terms and conditions of this agreement and to execute and legally bind such party to this document.

Date: 24 Oct. 1996

By: Mary E. Burg

Date: 11/5/96

By: Spil Stephens  
Director Planning & Engineering Svcs.

Approved As To Form:  
[Signature]  
Assistant City Attorney

Approved: [Signature]  
City Manager  
Attest: [Signature]  
City Clerk  
