

**HIGHLINE WATER DISTRICT  
KING COUNTY, WASHINGTON**

**RESOLUTION 19-5-15H**

**RESOLUTION AUTHORIZING THE GENERAL MANAGER TO ENTER INTO AGREEMENT WITH THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY VOLUNTARY CLEANUP PROGRAM**

**WHEREAS**, the District was made aware by Sound Transit on 3/19/19 of contaminated soil at the Mansion Hill Reservoir site; and

**WHEREAS**, the District retained Shannon & Wilson to perform an investigation to validate Sound Transit's conclusions and determined the soil at the Mansion Hill site contained lead and arsenic, and

**WHEREAS**, the District requested Shannon & Wilson to prepare an Interim Action Work Plan to determine remediation methods for the toxic soils; and

**WHEREAS**, the purpose of the Voluntary Cleanup Program Agreement with the Washington State Dept. of Ecology is to facilitate independent remedial action at the Mansion Hill Reservoir site and receive technical consultation from the Dept. of Ecology; and

**WHEREAS**, the District will comply with and agree to pay all costs incurred by Department of Ecology in providing the informal site-specific technical consultations requested by the Customer consistent with WAC 173-340-515(6) and 173-340-550(6). Those costs may include the costs incurred by attorneys or independent contractors used by Ecology to provide the requested consultative services. Ecology's hourly costs shall be determined based on the method in WAC 173-340-550(2).

**NOW, THEREFORE, BE IT RESOLVED:**

The Board of Commissioners authorizes the General Manager to enter into the Department of Ecology Voluntary Cleanup Program Agreement (Exhibit A, attached and incorporated herein) and sign any necessary or subsequent paperwork.

**ADOPTED BY THE BOARD OF COMMISSIONERS** of Highline Water District, King County, Washington, at an open public meeting held this **15th** day of **May 2019**.

**BOARD OF COMMISSIONERS**

  
\_\_\_\_\_  
Kathleen Quong-Vermeire, President

  
\_\_\_\_\_  
Todd Fultz, Commissioner

  
\_\_\_\_\_  
George Landon, Commissioner

  
\_\_\_\_\_  
Vince Koester, Secretary

  
\_\_\_\_\_  
Daniel Johnson, Commissioner

**VCP AGREEMENT**



**INSTRUCTIONS: Submit this Agreement (original) to Ecology as part of your Application.** Before submitting, enter the Customer's name and the Site's address on the first page and sign the Agreement on the second page. If your Application is accepted, then Ecology will do the following: 1) identify the Site and VCP project in the box below, 2) sign the Agreement; and 3) send you a copy of the completed Agreement.

This document constitutes an Agreement between the State of Washington Department of Ecology (Ecology) and \_\_\_\_\_ (Customer) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified below and associated with the following address:

\_\_\_\_\_

The purpose of this Agreement is to facilitate independent remedial action at the Site. Ecology is entering into this Agreement under the authority of the Model Toxics Control Act (MTCA), Chapter 70.105D RCW, and its implementing regulations, Chapter 173-340 WAC. If a term in this Agreement is defined in MTCA or Chapter 173-340 WAC, then that definition shall govern.

**Services Provided by Ecology**

Upon request, Ecology agrees to provide the Customer informal site-specific technical consultations on the independent remedial actions proposed for or performed at the Site consistent with WAC 173-340-515(5). Those consultations may include assistance in identifying applicable regulatory requirements and opinions on whether the remedial actions proposed for or conducted at the Site meet those requirements.

Ecology may use any appropriate resource to provide the Customer with the requested consultative services. Those resources may include, but shall not be limited to, those of Ecology and the Office of the Attorney General. However, Ecology shall not use independent contractors unless the Customer provides Ecology with prior written authorization.

In accordance with RCW 70.105D.030(1)(i), any opinions provided by Ecology under this Agreement are advisory only and not binding on Ecology. Ecology, the state, and officers and employees of the state are immune from all liability. Furthermore, no cause of action of any nature may arise from any act or omission in providing, or failing to provide, informal advice and assistance under the VCP.

**Payment for Services by Customer**


The Customer agrees to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Customer consistent with WAC 173-340-515(6) and 173-340-550(6). Those costs may include the costs incurred by attorneys or independent contractors used by Ecology to provide the requested consultative services. Ecology's hourly costs shall be determined based on the method in WAC 173-340-550(2).

Ecology shall mail the Customer a monthly itemized statement of costs (invoice) by the tenth day of each month (invoice date) that there is a balance on the account. The invoice shall include a summary of the costs incurred, payments received, identity of staff involved, and amount of time staff spent on the project.

The Customer shall pay the required amount by the due date, which shall be thirty (30) calendar days after the invoice date. If payment has not been received by the due date, then Ecology shall withhold

<b>FOR COMPLETION BY ECOLOGY ONLY</b>	<b>Facility / Site Name:</b>
	<b>Facility / Site No.:</b>
	<b>VCP Project No.:</b>



Agenda Item No.: 5.6  
 Agenda Date: 05/15/19  
 Reviewed By: 

**Subject:** Authorize the General Manager to enter into agreement with the State of Washington Department of Ecology Voluntary Cleanup Program (VCP)

CATEGORY	
<i>Executive</i>	<input type="checkbox"/>
<i>Administrative</i>	<input type="checkbox"/>
<i>Engineering/Operations</i>	<input checked="" type="checkbox"/>

FINANCIAL						
<i>Expenditures?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Budgeted?</i>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	N/A	<input type="checkbox"/>
<i>Estimated Amount:</i> \$ _____						Excludes sales tax

**ATTACHMENTS:**

1. Resolution 19-5-15H
2. Exhibit A – VCP Agreement

**COMMENTS:**

The purpose of the Voluntary Cleanup Program Agreement is to facilitate independent remedial action at the Mansion Hill Reservoir site.

The District will comply with and agree to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Customer consistent with WAC 173-340-515(6) and 173-340-550(6). Those costs may include the costs incurred by attorneys or independent contractors used by Ecology to provide the requested consultative services. Ecology's hourly costs shall be determined based on the method in WAC 173-340-550(2).

Staff recommends approval of this resolution.