

VCP AGREEMENT

**SOUND MATTRESS AND FELT COMPANY
1940 EAST 11TH STREET
TACOMA, WASHINGTON**

PACIFIC CREST NO. 110-001

VCP AGREEMENT

- Facility/Site Name: Sound Mattress & Felt Co.
- Facility/Site No.: 1232087
- VCP Project No.: SW0857

For Office Administrative Use Only



This document constitutes an Agreement between the State of Washington Department of Ecology (Ecology) and Robert Shea (former property owner) (Client) to provide informal site-specific technical consultations under the Voluntary Cleanup Program (VCP) for the Site identified above and associated with the following address: 1940 East 11th Street, Tacoma, Washington

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 Client 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 Client 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 Client 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 Client

The Client agrees to pay all costs incurred by Ecology in providing the informal site-specific technical consultations requested by the Client consistent with WAC 173-340-515(6) and 173-340-515(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 Client 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 Client 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 any requested opinions and notify the Client by certified mail that the debt is past due. If payment has not been received within sixty (60) calendar days of the invoice date, then Ecology shall stop all work under the Agreement and may, as appropriate, assign the debt to a collection agency under Chapter 19.16 RCW. The Client agrees to pay the collection agency fee incurred by Ecology in the course of debt collection.

Reservation of Rights / No Settlement

This Agreement does not constitute a settlement of liability to the state under MTCA. This Agreement also does not protect a liable person from contribution claims by third parties for matters addressed by the Agreement. The state does not have the authority to settle with any person potentially liable under MTCA except in accordance with RCW 70.105D.040(4). Ecology's signature on this Agreement in no way constitutes a covenant not to sue or a compromise of any Ecology rights or authority.

Ecology reserves all rights under MTCA, including the right to require additional or different remedial actions at the Site should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of, or loss of natural resources resulting from the release or threatened release of hazardous substances at the Site.

Effective Date, Modifications, and Severability

The effective date of this Agreement shall be the date on which this Agreement is signed by the Toxics Cleanup Program's Section Manager or delegated representative. This Agreement may be amended by mutual agreement of Ecology and the Client. Amendments shall be in writing and shall be effective when signed by the Toxics Cleanup Program's Section Manager or delegated representative. If any provision of this Agreement proves to be void, it shall in no way invalidate any other provision of this Agreement.

Termination of Agreement

Either party may terminate this Agreement without cause by sending written notice to the other party by certified mail, return receipt requested. The effective date of termination shall be the date Ecology sends notice to the Client or the date Ecology receives notice from the Client, whichever occurs first.

Under this Agreement, the Client is only responsible for costs incurred by Ecology before the effective date of termination. However, termination of this Agreement shall not affect any right Ecology may have to recover its costs under MTCA or any other provision of law.

Representations and Signatures

The undersigned representative of the Client hereby certifies that he or she is fully authorized to enter into this Agreement and to execute and legally bind the Client to comply with the Agreement.

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Rebecca S. Lawson

Signature

REBECCA S. LAWSON

Printed Name

Section Manager, SWRD

Toxics Cleanup Program Section

Date: 3/27/07

Mr. Robert Shea/ Former Property Owner

Name of Client

Mr. Robert Shea

Signature of Client or Client Representative

Mr. Robert Shea

Printed Name of Signatory

Former Property Owner

Title of Signatory

Date: _____

Instructions: Please submit this Agreement to Ecology as part of the VCP application. Before submitting the Agreement, please provide the Client's name and the Site's address on the first page and complete the Client's portion of the signature block on the second page. If the application is accepted, Ecology will sign the Agreement and send the Client an acceptance letter that will include the completed Agreement as an enclosure.