



DEPARTMENT OF
ECOLOGY
State of Washington

IAA No. C1700005

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

KING COUNTY

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 King County hereinafter referred to as the "COUNTY," pursuant to the authority granted by state law and King County Charter Section 120.

THE PURPOSE OF THIS AGREEMENT is to provide for monitoring at ten Regional Stormwater Monitoring Program (RSMP) urban marine nearshore sediment sites during the summer of 2016. Additionally KING COUNTY will analyze the collected sediment quality samples at their laboratory. This data and analyses will be used to inform National Pollutant Discharge Elimination System (NPDES) Municipal permittees in a regional assessment of the urban nearshore environment.

WHEREAS, ECOLOGY has legal authority (RCW 90.48 and WAC 173-220) and KING COUNTY has legal authority (King County Code Chapter 9) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

The COUNTY 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, Statement of Work and Budget, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA shall commence on **July 1, 2016**, or date of final signature, whichever comes later, and be completed by **December 31, 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

Compensation for the work provided in accordance with this IAA has been established under the terms of 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 source of funds for this IAA is **General Fund – Private/Local (RSMP)**. The parties have determined that the cost of accomplishing the work identified herein will not exceed **\$40,165.00**. 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. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. 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.

Send invoices to:

State of Washington Department of Ecology Attn: Brandi Lubliner, RSMP Coordinator P.O. Box 47600 Olympia, WA 98504-7600 Or by electronic mail brandi.lubliner@ecy.wa.gov
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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 Agreement 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

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

KING COUNTY's obligation to provide services under this Agreement is contingent on appropriation of funding by KING COUNTY's legislative body. If no such appropriation is made for any future year, this Agreement will terminate at the close of the appropriation year for which the last appropriation that funds these activities was made.

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, number **C1700005**.
- d. Appendix A, 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

The **COUNTY** 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 subcontractors 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 fifteen (15) business 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) calendar 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 KING COUNTY Representative is:
Name: Brandi Lubliner Address: Water Quality Program PO Box 47600 Olympia, WA 98504-7600 Phone: 360.407.7140 Email: brandi.lubliner@ecy.wa.gov	Name: Colin Elliott Address: King County Environmental Lab 322 West Ewing Street Seattle, WA 98119 Phone: 206.477.7113 Email: colin.elliott@kingcounty.gov

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 below, 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**

King County

By:

By:

Signature Date

Heather Bartlett

Water Quality Program Manager

Signature Date

Mark Issacson

Division Director, WLR Division, DNRP

Approved as to form:
Attorney General's Office

APPENDIX A STATEMENT OF WORK AND BUDGET

Project Background: Puget Sound Marine Nearshore Sediment Monitoring for the RSMP

Based on recommendations for the Stormwater Work Group, Washington State's Regional Stormwater Monitoring Program (RSMP) includes a component to monitor the status and trends of contaminants in sediments in the marine nearshore of Puget Sound in 2016. This status and trends monitoring follows a probabilistic sample design such that data gathered can be summarized across the Puget Sound ecoregion. Forty (40) marine nearshore sites that are adjacent to Puget Sound's Urban Growth Areas (UGAs) have been selected for inclusion in this sediment monitoring study. This monitoring will occur in the summer of 2016 and will be implemented by a team. The United State Geological Survey (USGS) will be the project lead and will coordinate for sampling being conducted by field crews from both the Washington Department of Natural Resources (WDNR) and King County. Sediment samples will be analyzed by two primary labs (King County and Ecology's Manchester Laboratory (MEL)). Contaminants to be assessed include polycyclic aromatic hydrocarbons (PAHs), polychlorinated biphenyl (PCBs), polybrominated diphenyl ethers (PBDEs), and a range of metals.

The objectives of this project are to:

- Evaluate the range of chemical contamination in UGA shoreline sediments from 40 sites.
- Measure the magnitude of contamination in nearshore sediments from the 40 sites and compare to other marine sediment monitoring programs in the Puget Sound/Salish Sea.
- Provide recommendations for future status and trends monitoring of nearshore sediments to answer questions about stormwater management.

The purpose of this Statement of Work (SOW) is to define and describe the RSMP activities and products that will be delivered to the Washington State Department of Ecology (Ecology) by King County from the initiation of this contract through December 2017. This SOW describes the work to be completed for each task, the deliverables to be submitted upon completion of each task, and the total estimated cost and schedule per task. Sites not sampled by King County as part of this scope of work will be sampled by WDNR under separate agreement.

Tasks and Costs

Task 1 – Quality Assurance Project Plan - QAPP

USGS will develop a QAPP based on existing knowledge, protocols and procedures. The QAPP will guide nearshore sediment monitoring by King County, WDNR and USGS staff. The QAPP will identify a list of sampling sites that overlap with the RSMP Mussel sampling sites where possible, field and laboratory activities, analytical procedures and data summary methods.

1. USGS will complete the overall QAPP, which includes finalizing labs and methods with clarification from MEL and King County labs.
2. King County and WDNR staff time to review the draft QAPP.

Deliverable 1.1: Draft QAPP with edits. Target date: (30 days after agreement is signed)

Task 1 Estimated Total Cost: \$1,680.00

Task 2 – Sediment Sampling (Travel, Equipment, and Labor)

King County will provide/procure equipment necessary for travel, sampling and consumable supplies identified below:

1. Travel costs (land and marine including fuel, boat usage)
2. Equipment (Not including sample bottles; those costs are included in lab costs)
3. Labor (King County will provide all labor for their sites)

King County will conduct marine sediment sampling per the QAPP at a minimum of 10 pre-selected marine nearshore sediment sites from June – to October 15, in 2016. As needed, King County may also collect sediment from near-by back-up sites.

Deliverable 2.1: List of equipment/supplies ordered and procured by King County in support of the 2016 RSMP marine nearshore sediment monitoring survey. Sample schedule and coordination plans with DNR on collection of contingency sites.

Target date: (July, 2016)

Deliverable 2.2: Filled out spreadsheets, in EIM Location and Results data format, for field information and measurement data from all sediment sites where sediment samples were collected and analyzed. PDFs of logsheets (Appendix B of the QAPP) made at all the sediment sites where samples were collected or where collection was attempted. Target date: (October 30, 2016)

Task 2 Estimated Cost: \$15,500.00 (\$2,000 for fuel and equipment, \$9,000 for labor and \$4,500 for contingency such as sampling up to 5 additional sites or to cover sites where sampling was attempted but acceptable sediment couldn't be collected).

Task 3 –Chemical Analysis at the King County Lab and Shipping to Other Labs

King County Environmental Laboratory (KCEL) will provide samples containers and analyze sediment samples as noted in Table 1. KCEL will maintain its accreditation with Ecology, follow standard laboratory quality control practices, and meet the measurement quality objectives stated in the study plan: Quality Assurance Project Plan for Status and Trends Monitoring of Nearshore Sediments.

Deliverable3.1: Status report and schedule on chemical analysis completeness for each laboratory. Target date: (November 30, 2016)

Task 3 Estimated Cost: \$11,025.00 (See Table 1 for expected sample total and unit costs by method)

Task 4 – Data Quality Assurance and Quality Control (QA/QC) check

King County staff will evaluate quality assurance metrics and track quality control measures listed in the project QAPP to ensure high quality data for all samples analyzed by KCEL.

Deliverable 4.1: Compiled review summary and usability statement of King County field work and lab analysis. Target Date (January 30, 2017) Est. Cost = \$2,240.00

Deliverable 4.2 Summary and evaluation of interlab comparison data Est. cost = \$2,240 (April 30, 2017)

Deliverable 4.3 Narrative and spreadsheet describing changes to the King County lab results based on comparison to the LLOQ (lower limit of quantitation) rather than the detection limit and reporting limits defined in the QAPP. The LLOQ reporting practices will be implemented for future sediment testing. Est. cost = \$1,120 (April 30, 2017)

Task 4 Estimated Cost: \$5,600.00

Task 5– Data Entry into Ecology’s Environmental Information Management (EIM) Database

Once Task 4 is completed, King County will ensure all sample results for testing performed by KCEL during marine sediment sampling is entered into Result spreadsheets consistent with Ecology’s EIM database.

Deliverable 5.1: EIM submission of complete data set. Target Date (January 30, 2017)

Task 5 Estimated Cost: \$1,120.00

Task 6 – Data Analysis/ Report Review

King County staff will support USGS with data processing on an as-needed basis. Provided below are anticipated deliverables where King County support may be needed. The RSMP Coordinator will provide confirmation for work under this task by email.

Deliverable 6.1 Review of draft data analysis sections prepared by USGS Est. cost = \$2,620; Target date April 30, 2017

Deliverable 6.2 Review of final report prepared by USGS Est. cost = \$2,620; Target date July 30, 20147

Task 6 Estimated Cost: \$5,240.00

TOTAL ESTIMATED PROJECT COST = \$40,165.00

Table 1. Lab Testing of Sediment Samples by King County

Parameter	Method	Cost/ sample	# of Field samples	Field Replicate	Total samples analyzed	Total
Grain size	*	\$112	10	1	11	\$1,232
Total solids	*	\$15	10	1	11	\$165
TOC	*	\$112	10	1	11	\$1,232
Metals	EPA 6010B and EPA 6020A	\$224	10	1	11	\$2464
Total Mercury	EPA 7471B	\$112	10	1	11	\$1,232
PAH	EPA8270D	\$200	10	1	11	\$2,200
Phthalates	EPA8270D	\$200	10	1	11	\$2,200
Sample shipping					11	\$300
Overall Lab Total						\$11,025

*Method will be confirmed in the QAPP for the project