



IAA No. CR-10-01-14

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

THE CITY OF REDMOND, WASHINGTON

THIS INTERAGENCY AGREEMENT is made and entered into by and between the DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and CITY OF REDMOND, hereinafter referred to as "REDMOND," pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide laboratory services to REDMOND as authorized by sections RCW 39.34.080.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) STATEMENT OF WORK

ECOLOGY 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 October 1, 2014 and be completed on December 31, 2015 unless terminated sooner as provided herein.

3) PAYMENT

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and in accordance with Governor's Executive Order 10-07. This is a performance-based contract, in which payment to the ECOLOGY is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed \$40965. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in accordance with the tasks listed in Appendix A, Statement of Work and Budget, which is attached hereto and incorporated herein. REDMOND will not make payment until it has reviewed and accepted the completed work.

4) BILLING PROCEDURE

ECOLOGY will submit all invoices to the attention of the relevant REDMOND department at the appropriate address:

Attn: Accounts Payable
City of Redmond
P.O. Box 97010
Redmond, WA 98073-9710

Phone: 425 556-2149

Email: accountspayable@redmond.gov

Payment to ECOLOGY for the approved and completed work will be made within 30 days of receipt of properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date.

5) AGREEMENT 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) DISPUTES

In the event that a dispute arises under this Agreement, 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 make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, 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.

8) GOVERNANCE

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.

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 state and federal statutes and rules;
- b. Statement of Work and Budget; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

9) 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.

10) 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 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. . 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.

11) 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 the REDMOND. 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.

12) 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.

13) TERMINATION

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.

14) 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.

15) 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 writing signed by an authorized representative of the party and attached to the original Agreement.

16) 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.

17) CONTRACT 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 REDMOND Representative is:
Joel C. Bird Washington Department of Ecology Manchester Environmental Laboratory 7411 Beach Drive East Port Orchard, WA 98366-8204 Phone: 360 871-8801 Email: jbir461.ecy.wa.gov	Tanya MacFarlane City of Redmond 15670 NE 85 th Street MS 2NPW Redmond, WA 98052 Phone: 425 556-2764 tmacfarlane@redmond.gov

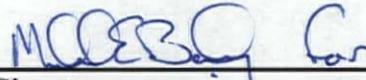
IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of Ecology

CITY OF REDMOND



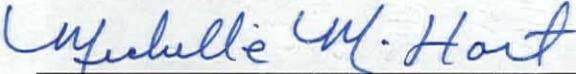
Signature
Carol Smith, Ph.D.
Program Manager
Environmental Assessment Program



Signature
John Marchione, Mayor

DATED: 9-25-14

DATED: September 9, 2014

AUTHENTICATED:


City Clerk, City of Redmond

Approved as to form:
State Attorney General's Office

APPENDIX A

Statement of Work and Budget

ECOLOGY will provide the necessary sample containers, sample coolers for transport, blue ice (if needed), and laboratory chain of custody/sample submittal paperwork to REDMOND for the collection of samples. Please be aware that some sample bottles may contain a small amount of sample preservative. Please use caution when opening the bottles and collecting the samples. REDMOND will be responsible insuring adequate ice is used to keep the samples at 0-6 degrees C (not frozen) during transport and storage. The ECOLOGY courier will coordinate sample pick-up with REDMOND and will pick-up the samples at the Tukwila sample storage site.

Additional parameters may be added to this scope of work so long as the parameter and prices are agreed upon by ECOLOGY and REDMOND prior to the initiating of the sample analysis and so long as it does not exceed the maximum amount of dollars authorized by this agreement.

Project Statement- Waters

<u>Parameters of Interest</u>	<u>Analysis Description</u>	<u>Unit Cost</u>
Ammonia	SM 4500-NH3H	\$15
Chloride	EPA 300.0	\$15
Hardness	SM2430B	\$25
Nitrate-Nitrite-N	SM 4500-NO3-I	\$15
Orthophosphate	SM 4500-P-G	\$15
Total Nitrogen	SM 4500-N-B	\$30
Total Phosphorus	SM 4500-P-H	\$20
Total Suspended Solids	SM 2540D	\$15
Turbidity	SM 2130	<u>\$15</u>
		\$165

84 samples plus 8 field replicates = 92 X \$165 = \$15180

Project Statement- Sediments

<u>Parameters of Interest</u>	<u>Analysis Description</u>	<u>\$Unit</u>	<u># + QC</u>	<u>\$Total</u>
Grain Size	PSEP 1986 S&P	\$100	7 + 1 = 8	\$800
Total Organic Carbon	PSEP latest update	\$45	7 + 1 = 8	\$360
Percent Solids	SM 2540G	\$15	7	\$105
Metals (As, Cd, Cr, Cu, Pb, Ag, Zn)	EPA 200.8 ICP/MS	\$140	7 + 2 = 9	\$1260
Chlorinated Acid Herbicides		\$300	7 + 2 = 9	\$2700
2,4 D and Triclopyr	8151A GC/MS/MS			
Multi Reside Pesticides		\$300	7 + 2 = 9	\$2700
Diuron, Carbaryl	8321B LC/MS/MS			
Chlorpyrifos, Dichlobenil	8270D GC/MS/MS			
Poly Aromatic Hydrocarbons	8270D GCMS	\$200	7 + 2 = 9	\$1800
Phthalates	8270D GCMS	\$200	7 + 2 = 9	\$1800
PCBs- Congeners*	EPA 1668A	\$700	7 + 2 = 9	\$6300
PBDEs*	EPA 1614	\$600	7 + 2 = 9	\$5400
Chlorophyll a in Periphyton**	SM 10200H	\$70	7 + 1 = 8	\$560
				\$23785

*Samples to be contracted, prices are estimated and may change

**field filtered, filter included in price

Estimated City of Redmond \$Total Analytical:

Water Quality Analysis	\$15180
Sediment Analysis	+\$23785 =
Contingency \$	+\$ 2000
	\$40965