



DEPARTMENT OF
ECOLOGY
State of Washington
IAA No. C2400217

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**” and “**CONTRACTOR**,” pursuant to the authority granted by state law and King County Charter Section 120.

THE PURPOSE OF THIS AGREEMENT is to conduct a monitoring study to evaluate the effectiveness of bioretention facilities with high performance bioretention soil media in improving stormwater management.

WHEREAS, **ECOLOGY** has legal authority (RCW 90.48 and WAC 173-220), and **KING COUNTY** has legal authority (King County Code Title 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 will **commence on the date of final signature** and be completed by **November 30, 2026**, unless the Agreement is 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 RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is **General Fund/ Private-Local account for Stormwater Action Monitoring and Model Toxics Control Act**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed two hundred and three thousand, one hundred and thirty-two dollars (\$203,132), including any indirect charges. 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 work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

4. BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. Invoices shall describe and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Attach supporting documentation to the invoice.

Send invoices to:

State of Washington
Department of Ecology
Water Quality Program
Attn: Stormwater Action Monitoring Coordinator
PO Box 47600
Olympia, WA 98504-7600

Payment requests may be submitted on a semi-annual basis. 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 made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.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 agreement 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, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

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 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 C2400217.
- d. Appendix A, *Statement of Work and Budget*.
- e. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

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 materials 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 materials relevant to this Agreement must be retained for six years after expiration of this Agreement. 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. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are 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 "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 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, and register these items, 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

CONTRACTOR 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 CONTRACTOR and 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. Identify whether subcontractor is certified with OMWBE, WA Veterans, or is a WA small business. Provide such information to ECOLOGY's Agreement manager.

19. SUSPENSION FOR CONVENIENCE

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

20. 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.

21. TERMINATION FOR CONVENIENCE

Either party may terminate this Agreement without cause upon thirty (30) calendar day 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.

22. 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.

23. AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

**APPENDIX A
STATEMENT OF WORK AND BUDGET**

**Treatment Effectiveness of a Full-Scale Stormwater Facility Using High Performance
Bioretention Soil Media for 6PPD-Quinone and Other Toxic Chemicals.**

BACKGROUND

The purpose of this study is to test the effectiveness of Ecology-approved High Performance Bioretention Soil Media (HPBSM) type 2 media at decreasing concentrations of contaminants of emerging concern [(CECs); 6PPD-quinone (6PPD-q) and Perfluorinated alkyl substances (PFAS)], traditional stormwater contaminants [polycyclic aromatic hydrocarbons (PAHs), total and dissolved metals and dissolved organic carbon (DOC)] and aquatic toxicity of stormwater at a full-scale bioretention facility located in Bellingham, WA. This information is necessary to validate laboratory testing of HPBSM in-situ and to help inform King County and other jurisdictions on effective use of HPBSM in areas with harmful levels of CECs and traditional stormwater contaminants where compost-based BSM is prohibited or ill-advised due to nutrient and metals release. The results will provide more accurate treatment effectiveness estimates for scientists and planners developing 6PPD-q mitigation plans at regional or watershed scales.

The bioretention facility being studied is part of an existing Technology Assessment Protocol-Ecology (TAPE) study- the Geneva Bioretention Pilot Project (Bellingham, WA). Whatcom County is the lead entity for the Geneva Bioretention Pilot Project (hereafter, Geneva) and has hired a subcontractor (hereafter, Geneva subcontractor) to carry out the TAPE-style assessment.

The present study will leverage the samples already being collected as part of this TAPE studies to analyze additional parameters including 6PPD-q, PFAS, PAHs, metals, and DOC.

Task 1.0: Project Management

King County will manage the project and budget as well as coordinate with TAPE study lead and partnering agency, subcontractor, and analytical laboratories. King County will organize a Technical Advisory Committee (TAC) at the start of the project. King County will organize project meetings with subcontractors and labs and will prepare meeting agendas.

King County will administer this project by coordinating subcontractors, communicating with the labs, and initiating communications and agreements between King County and governmental project sponsors of the TAPE studies this project is leveraging. King County will manage contracts with subcontractors, monitor project expenditures regularly to stay on budget, and submit invoices and reports to Ecology on project status and payment requests.

Deliverables:

- D 1.1: List of TAC members
- D 1.2: Semi-annual progress report 1
- D 1.3: Semi-annual progress report 2
- D 1.4: Semi-annual progress report 3
- D 1.5: Semi-annual progress report 4

Task 2.0: Quality Assurance Project Plan (QAPP) Addendums

The Geneva subcontractor will prepare a Quality Assurance Project Plan (QAPP) addendum for the Geneva site sampling. The QAPP addendum sections previously defined in the TAPE study QAPPs will refer and cite appropriate sections of the QAPP. King County will review and submit the QAPP addendum to Ecology for approval by Ecology's Quality Assurance Officer or the Program Quality Assurance coordinator.

New information in the QAPP addendum includes:

- Number of targeted storms for each site for additional analytes
- Additional analytes to be sampled
- Protocols for obtaining split samples from composites
- Sample bottles and equipment required for samples collection and preparation
- Chain of custody plans for delivering samples to the labs
- Descriptions of analytical methods used by the labs
- Hold times for each analyte

Deliverables:

D 2.1: QAPP addendum for Geneva project

Task 3.0 Field Sampling and Laboratory Analysis

Field sampling: The Geneva subcontractor will obtain stormwater and effluent samples from the Geneva facility beginning in spring 2024 to spring 2025, targeting up to 15 storms for chemical analyses and up to four storms for acute toxicity testing. Samples will be delivered to the lab for analysis of 6PPD-q and aquatic toxicity monitoring (coho salmon and daphnia), as well as monitoring for polycyclic aromatic hydrocarbons (PAHs), total and dissolved metals, and dissolved organic carbon (DOC). The Geneva subcontractor will ship sample splits for each of these analytes to the lab to arrive within designated holding times (6 days). The Geneva subcontractor will also collect a series of Perfluorinated alkyl substances (PFAS) grab samples according to the following protocol. The Geneva subcontractor will collect one influent grab sample in each of 2 storms in Q2-Q4 of 2024. If PFAS compounds are detected above the method detection limit in either sample, additional influent and effluent grab samples will be collected during 6 additional storm events. All PFAS samples will be shipped by the Geneva subcontractor to the contract laboratory to arrive within the designated holding period (28 days). If PFAS compound concentrations are below the method detection limit in both samples, we will not collect any additional influent and effluent grab samples to be analyzed for PFAS.

Laboratory analyses: All stormwater and effluent samples from both sites will be analyzed for 6PPD-q, PAHs, metals, and DOC. Grab samples taken as described above will be analyzed for PFAS. A subset of samples (up to four) from the Geneva site will be tested for acute toxicity, including Urban Runoff Mortality Syndrome behavioral effects to juvenile coho salmon and acute toxicity to daphnia. Toxicity testing will target storms with variable antecedent dry periods as a proxy for level of toxic contaminants.

Deliverables:

D 3.1: Lab reports in .xlsx files on chemical analysis and toxicity testing results

D 3.2: Field sampling summary memo

Task 4.0 Data Analysis and Final Report

King County will compile and manage all data received from the laboratories and store in a secure database. King County will conduct data review as lab reports are received and King County will conduct data validation prior to data analysis. King County will carry out data analysis including data exploration and visualization as well as appropriate statistics on the chemistry and toxicity results. King County will prepare a final report on monitoring for delivery to Ecology.

Deliverables:

- D 4.1: Draft report on monitoring data for all analytes
- D 4.2: Final report on monitoring data for all analytes

Task 5.0 Distribution of Findings

All data generated from this project will be formatted for submission to the International Stormwater Best Management Practice Database (<https://bmpdatabase.org/>) and delivered electronically to ECOLOGY for a future submittal. Findings from this study will be presented at a Stormwater Work Group meeting and a conference with stormwater and regional focus to distribute findings to Washington municipal stormwater permittees. A 2-page SAM factsheet will be created to summarize findings of the study.

Deliverables:

- D 5.1: Data formatted for the International Stormwater BMP Database
- D 5.2: Present findings at Stormwater Work Group and a local conference
- D 5.3: Draft SAM Fact Sheet

DOCUMENT ACCESSIBILITY REQUIREMENTS

Ecology has identified those documents intended to be published, posted, or hosted on Ecology’s public web site, namely, the QAPP addendums and final report. The COUNTY shall provide these documents in both their “native format” (such as Word, Excel, or PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The COUNTY shall run the PDF Accessibility Checker’s report and provide the report with the delivered documents. The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). Ecology will review the PDF Accessibility results and may request the COUNTY remedy any known issues. Ecology reserves the right to perform independent testing to validate accessibility and may require the COUNTY remedy any identified issues before acceptance of the documents. For assistance concerning accessibility, visit Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>).

PROJECT BUDGET AND SCHEDULE

This project cost is outlined in the table below.

Task	Cost	Target Date
Task 1 Project Management	\$40,097	
D 1.1: List of TAC members	\$1,941	May 2024
D 1.2: Semi-annual progress report 1	\$9,539	June 2024
D 1.3: Semi-annual progress report 2	\$9,539	December 2024
D 1.4: Semi-annual progress report 3	\$9,539	June 2025
D 1.5: Semi-annual progress report 4	\$9,539	December 2025
Task 2 QAPP Addendum	\$10,762	
D 2.1: QAPP addendum for Geneva project	\$10,762	May 2024
Task 3: Field Sampling and Laboratory Analysis	\$75,170	
D 3.1 Lab reports and LIMS data downloads	\$59,890	June 2026
D 3.2 Field sampling reports	\$15,280	December 2025
Task 4: Data Analysis and Final Report	\$37,586	
D 4.1 Draft report	\$22,552	April 2026
D 4.2 Final report	\$15,034	June 2026
Task 5: Distribution of Findings	\$9,084	
D 5.1 Preparation of International Stormwater BMP Database submission	\$1,366	June 2026
D 5.2: Present findings to SWG and at local conference	\$5,501	May -November 2026
D 5.3: Draft SAM Fact Sheet	\$2,217	November 2026
Subtotal	\$172,699	
Indirect cost – 30%	\$21,233	
Contingency – 10%	\$9,200	
Total cost	\$203,132	

A 30% indirect cost rate was applied to King County Staff labor, benefits, and paid time off. A 10% contingency was applied to King County Staff labor, benefits, and paid time off, and indirect costs.