



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**IAA No. C2500037**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**THE CITY OF SEATTLE  
SEATTLE PUBLIC UTILITIES**

**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 the City of Seattle, a Washington municipal corporation, through Seattle Public Utilities, as represented by the General Manager/CEO; hereinafter referred to as “**SPU**” and “**CONTRACTOR**,” pursuant to the authority granted by Chapter [39.34](#) of the Revised Code Washington, Interlocal Cooperation Act.

**THE PURPOSE OF THIS AGREEMENT** is for **SPU to conduct a monitoring study to evaluate the potential for street sweeping to reduce the amount of tire wear pollutants on the roadway.**

**WHEREAS**, **ECOLOGY** has legal authority (RCW 90.48 and WAC 173-200) and **SPU** has legal authority (RCW 39.34) to undertake the actions in this agreement.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**SCOPE OF WORK**

**SPU** 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.

## PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on **the date of final signature** and be completed by **December 31, 2028**, 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.

## 2. 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.

3.

The source of funds for this IAA is **General Fund/ Private-Local account for Stormwater Action Monitoring**. 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 eight hundred seventy-seven thousand and four dollars (**\$877,004**), 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.

## 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 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 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](mailto:PayeeRegistration@ofm.wa.gov).

### **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.

### **ASSIGNMENT**

5. 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.
- 6.

### **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.

### **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.

### **DISPUTES**

9. 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 both parties are 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 in writing.
- 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.

### **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.

### **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.

### **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 C2500037.
- 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.

### **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.

### **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, all raw data, reports, documents, materials, 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. Notwithstanding the foregoing, ECOLOGY grants to SPU a non-exclusive, irrevocable, unlimited, royalty-free license to use, retain, reproduce, modify, adapt, and distribute, for any City purpose, all data originating from this Agreement.

### **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.

### **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. ECOLOGY may, in lieu of termination at its sole discretion, 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 after ECOLOGY provides CONTRACTOR with written notice of such failure to comply and fifteen (15) days in which to cure.

### **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.

**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, 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.

**The ECOLOGY Representative is:**

Name: Chelsea Morris  
Address: P.O. Box 47600  
Olympia, WA 98504-7600  
Phone: 564-999-3052  
Email: chelsea.morris@ecy.wa.gov

**The SPU Representative is:**

Name: Shelly Basketfield  
Address: Seattle Public Utilities  
PO Box 34018  
Seattle WA 98124-4018  
Phone: 206-849-2531  
Email: shelly.basketfield@seattle.gov

**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 Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington  
Department of Ecology**

**The City of Seattle  
Seattle Public Utilities**

By:

By:

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Signature    Date

Heather R. Bartlett

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Signature    Date

Ellen Stewart

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Print Name

Print Name

Deputy Director

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Deputy Director, Drainage and Wastewater

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Title

Title

## **APPENDIX A**

### **STATEMENT OF WORK AND BUDGET**

#### **Measuring Street Sweeping 6PPD-q Whole Environment Load Reductions**

##### **Background**

Identifying 6PPD-q as Urban Runoff Mortality Syndrome’s cause has re-focused awareness on roadways as prolific producers of potent stormwater pollutants. This study will examine the potential for street sweeping to reduce the amount of 6PPD-q on the roadway.

This study will address the following key questions:

- 1) Does street sweeping reduce 6PPD-q pollutant loads from Seattle’s arterial streets?
- 2) Are the concentrations and pickup rates of 6PPD-q and other parameters influenced by particle size, season, or land use?
- 3) Can we detect a correlation between the concentrations of 6PPD-q and zinc, another tire contaminant? If so, could zinc be used as a 6PPD-q indicator to reduce analytical costs?
- 4) To what extent does street sweeping reduce the pollutant loads of other contaminants on the street?

##### **Task 1.0: Project Management (\$2,513)**

**Objective:** Manage the project and budget, carrying out all work necessary to deliver the work products as identified in this Appendix A.

Seattle Public Utilities (SPU) will develop a Technical Advisory Committee (TAC) for this project. The TAC will include at least one permittee stormwater manager or coordinator and who will advise the project team on technical issues and concerns. The TAC will meet at least annually to review progress and draft work products.

SPU will provide updates and reporting to Ecology annually or as requested and required by the Agreement. Annual status reports will include project status updates, TAC meeting notes, and interim results.

The project management budget was built on the assumption that these services are provided in-kind by SPU.

##### **Deliverables:**

- 1.1 List of TAC members – Target: 30 calendar days after Notice to Proceed (NTP)
- 1.2 2024 Annual status report – Target: June 30, 2025
- 1.3 2025 Annual status report – Target: June 30, 2026
- 1.4 2026 Annual status report – Target: June 30, 2027
- 1.5 2027 Annual status report – Target: June 30, 2028



## **Task 2.0: Quality Assurance Project Plan (\$1,197)**

**Objective:** Revise the existing Quality Assurance Project Plan (QAPP) to include analyzing 6-PPD-q and ensure that data collected can be used to meet the project objectives.

SPU will revise the QAPP that supports the City of Seattle’s Integrated Plan Expanded Arterials Street Sweeping project. Key changes include:

- Add 6PPD-q to the list of analytes.
- Add Eurofins Sacramento to the list of laboratories.
- Modify the data reduction and pollutant load estimation methods to improve the accuracy and repeatability of reported results.

The revised QAPP will be submitted to Ecology for approval by Ecology’s Quality Assurance Officer or the Program Quality Assurance coordinator.

### **Deliverables:**

- 2.1 Draft revised QAPP – Target: 30 calendar days after NTP
- 2.2 6PPD-q waiver request – Target: 30 calendar days after NTP
- 2.3 Final revised QAPP– Target: 90 calendar days after NTP

## **Task 3.0: Field Sampling, Data Collection, Data Analysis, and Validation (\$870,900)**

**Objective:** Collect field and quality control samples, analyze samples for 6ppd-q, and review the data.

SPU’s subcontractor will collect approximately 54 field and quality control composite samples per year over three years, every other week, following all procedures and requirements outlined in the QAPP. On occasion, sampling events may be cancelled if there is inadequate material to sample. The sweeping samples will be analyzed for 6ppd-q concentrations in the sediment material.

SPU will receive and review each Electronic Data Deliverable (EDD) package, submit reviewed EDD packages to the validation contractor, review and accept validated data packages, and prepare an annual Quality Assurance report summarizing the quality of the work.

### **Deliverables:**

- 3.1 Quality Assurance report and validated electronic data deliverable package – Target: May 31, 2025
- 3.2 Quality Assurance report and validated electronic data deliverable package – Target: May 31, 2026
- 3.3 Quality Assurance report and validated electronic data deliverable package – Target: May 31, 2027
- 3.4 Quality Assurance report and validated electronic data deliverable package – Target: May 31, 2028

## **Task 4.0: Communication of Findings (\$2,394)**

**Objective:** Interpret the results, make recommendations for their use, clarify the study limitations, and disseminate the findings.

SPU will draft a report to be reviewed by Ecology and the project TAC. The report will include the study design, methods, and findings. Feedback will be considered for incorporation in the

final report. SPU will draft a 2-page summary of the study findings using the SAM Fact Sheet template provided by Ecology.

Project findings will be presented to Stormwater Work Group and at a local or regional conference. SPU will provide the slide deck for these presentations.

The communications budget was built on the assumption that these services are provided in-kind by SPU.

### **Deliverables:**

4.1 Draft Report – Target: August 30, 2028

4.2. Final Report – Target: September 30, 2028

4.3 Draft SAM Fact Sheet – Target: October 15, 2028

4.4 SWG presentation slide deck – Target: November 15, 2028

4.5 Local or regional conference presentation slide deck- Target: To be determined in conjunction with local stormwater groups, November 30, 2028

### **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. SPU 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 SPU 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 SPU remedy any known issues. Ecology reserves the right to perform independent testing to validate accessibility and may require the SPU 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**

The study will be conducted over a four-year period, including approach review; sample collection, analysis and validation; data analysis; and reporting. Table 1 summarizes the 4-year budget.

The budget may be shifted between tasks, with pre-approval from Ecology, but the total budget may not be exceeded without an approved amendment from Ecology. All deliverables need Ecology approval for payment. Table 1 shows the costs and target dates of the deliverables and the overall contract financial summary at the task level including the contractor, subcontractors and indirect costs.

**Table 1. Project budget and schedule details.**

| <b>Task</b>   | <b>Task Total Cost (\$)</b> | <b>Task Deliverables</b>                                 | <b>Target Date</b>     |
|---|-----------------------------|--|------------------------|
| 1.0 Project Management  | \$2,513                     | 1.1 List of TAC members                                  | NTP + 30 calendar days |
|   |                             | 1.2 2024 Annual status report                            | 6/30/2025              |
|   |                             | 1.3 2025 Annual status report                            | 6/30/2026              |
|   |                             | 1.4 2026 Annual status report                            | 6/30/2027              |
|   |                             | 1.5 2027 Annual status report                            | 6/30/2028              |
| 2.0 Revised Quality Assurance Project Plan                              | \$1,197                     | 2.1 Draft Revised QAPP                                   | NTP + 30 calendar days |
|   |                             | 2.2 6PPD-q waiver request                                | NTP + 30 calendar days |
|   |                             | 2.3 Final Revised QAPP                                   | NTP + 90 calendar days |
| 3.0 Field Sampling, Data Collection, Data Analysis, and Data Validation | \$870,900                   | 3.1 Validated electronic data deliverable package        | 5/31/2025              |
|   |                             | 3.2 Validated electronic data deliverable package        | 5/31/2026              |
|   |                             | 3.3 Validated electronic data deliverable package        | 5/31/2027              |
|   |                             | 3.4 Validated electronic data deliverable package        | 5/31/2028              |
| 4.0 Communication of Findings   | \$2,394                     | 4.1 Draft Report   | 8/30/2028              |
|   |                             | 4.2 Final Report   | 9/30/2028              |
|   |                             | 4.3 SAM Fact Sheet                                       | 10/15/2028             |
|   |                             | 4.4 SWG presentation slide deck                          | 11/15/2028             |
|   |                             | 4.5 Local or regional conference presentation slide deck | 11/30/2028             |
| <b>TOTAL</b>  | <b>\$877,004</b>            |  |                        |

**Table 2. Projected annual spending amounts by task.**

| <b>Task</b>   | <b>2024</b>       | <b>2025</b>         | <b>2026</b>         | <b>2027</b>         | <b>2028</b>         | <b>Total</b>     |
|---|-------------------|---------------------|---------------------|---------------------|---------------------|------------------|
| 1.0 Project Management  | \$502.60          | \$502.60            | \$502.60            | \$502.60            | \$502.60            | \$2,513          |
| 2.0 Revised Quality Assurance Project Plan                              | \$1,197           | -                   | -                   | -                   | -                   | \$1,197          |
| 3.0 Field Sampling, Data Collection, Data Analysis, and Data Validation | -                 | \$217,725           | \$217,725           | \$217,725           | \$217,725           | \$870,900        |
| 4.0 Communication of Findings   | -                 | -                   | -                   | -                   | \$2,394             | \$2,394          |
| <b>TOTAL</b>  | <b>\$1,699.60</b> | <b>\$218,227.60</b> | <b>\$218,227.60</b> | <b>\$218,227.60</b> | <b>\$220,621.60</b> | <b>\$877,004</b> |