



DEPARTMENT OF
ECOLOGY
State of Washington
IAA No. C1500059

ORIGINAL

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

THE CITY OF REDMOND

THIS INTERAGENCY AGREEMENT is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and the 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 is to implement a study to quantify improvements in receiving water conditions based on routine and continuous measurements of various hydrologic, chemical, physical, and biological indicators of stream health.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) STATEMENT OF WORK

REDMOND 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 13, 2014** and be completed by **December 31, 2015**, 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 RCW 39.34.130, and in accordance with Governor's Executive Order 10-07 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 parties have determined that the cost of accomplishing the work herein will not exceed **\$96,760**. 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. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

4) BILLING PROCEDURE

REDMOND shall submit state form, Invoice Voucher A19-1A for payment requests. Payment will be made within thirty (30) days of a properly completed invoice, form A19-1A, with required deliverables. Each invoice shall reference this Agreement (IAA) number and clearly identify the items related to performance under this Agreement. All expenses invoiced shall be supported with copies of invoices paid. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Invoices are to be sent to:

State of Washington Department of Ecology Attn: Brandi Lubliner P.O. Box 47600 Olympia, WA 98504-7600

Invoices may be submitted at the completion and acceptance of all deliverables outlined in the scope of work. Payment for approved and completed work 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) SUBCONTRACTORS

REDMOND 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, REDMOND shall identify subcontractor(s) who will perform services in fulfillment of Agreement requirements, 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.

7) 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.

8) 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 then make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. The cost of resolution will be borne by each party paying its own cost. 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.

9) 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.

10) 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.

11) 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.

12) 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 written amendments to this Agreement.
- c. This Agreement.
- d. Statement of Work and Budget.
- e. Any other provisions of this Agreement, including materials incorporated by reference.

13) 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. 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.

14) 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 State of Washington. 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.

15) 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.

16) 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.

17) TERMINATION FOR CONVENIENCE

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.

18) 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.

19) 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 REDMOND Representative is:
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Name: Ms. Brandi Lubliner Address: 300 Desmond Dr. SE (USPS) P.O.Box 47600 (FedEx) Olympia, WA 98504-7600 Phone: 360.407.7140 Email: brwa461@ecy.wa.gov	Name: Andy Rheaume Address: Redmond City Hall MS:2NPW 15670 NE 85 th St. Redmond, WA 98052 Phone: 425.556.2741 Email: AJRHEAUME@redmond.gov
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20) 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 have executed this Agreement.

State of Washington
Department of Ecology

City of Redmond


Signature _____ Date _____

 for 12/1/14
Signature _____ Date _____

~~Bill Moore~~ HEATHER R. BARTLETT

John Marchione
Print Name: _____

~~Section Manager~~
PROGRAM

Meyer
Title: _____

Approved as to form:
Attorney General's Office

APPENDIX A

STATEMENT OF WORK

This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with this project:

- Task 1.0 - Literature Review
- Task 2.0 - Experimental Design
- Task 3.0 - Quality Assurance Project Plan
- Task 4.0 - Steering Committee Coordination
- Task 5.0 - Project Management/Contract Administration

Work on these tasks will be performed by REDMOND with assistance from King County and a consultant to be identified at a later date. REDMOND, King County, and the consultant are hereafter referred to as the "Project Team".

Task 1.0 – Literature Review

Under this task, the Project Team will conduct a literature review to obtain information on past studies that have been implemented to achieve similar objectives. In connection with this review, the Project Team will conduct search engine queries of publically available studies on the internet, as well as searches on the following subscription based databases: Web of Science, ScienceDirect, and ProQuest. The specific objective of this literature review will be to identify measurement parameters from these studies that appear useful for quantifying long-term changes in stream health in response to increased watershed urbanization and/or the implementation of stormwater controls. Efforts will be made to identify parameters in all the following categories: biological, physical habitat, sediment quality, water quality, and hydrology. For each parameter identified, the duration and frequency of measurement, and the data analysis methodology will also be documented.

Results from this review will be summarized in a report that will contain the following information:

- Description of the methods used for the literature review
- Annotated bibliography for all studies that were identified
- Table summarizing parameters that were used in each study
- Recommended parameters for REDMOND's study.

This report will be provided to the Steering Committee to inform the development of the experimental design and QAPP in Task 2.0 and Task 3.0, respectively.

Deliverables

D1.1a: The Project Team will submit two electronic copies (PDF and Word) of the report for the literature review to the Steering Committee within two months of receiving notice to proceed on the project.

- Target Completion Date: December 31, 2014

Task 2.0 – Experimental Design

The Project Team will develop an experimental design for the study that will be incorporated into the QAPP to be prepared under Task 3.0. The experimental design will identify the following information:

- Specific targets for improved receiving water conditions following implementation of stormwater Best Management Practices (BMPs)

- Parameters that should be used for measuring progress towards these targets in the following categories: biological, physical habitat, sediment quality, water quality, and hydrology
- Location, frequency and duration of measurement for each parameter.
- Method for analyzing the data for each parameter.

The experimental design identified in REDMOND's original proposal to the Regional Stormwater Monitoring Program (RSMP) for a "Regional Stormwater Monitoring Program Effectiveness Study" will provide the starting point for work under this task. This experimental design identified monitoring to quantify improvements in receiving water conditions based on routine and continuous measurements of various indicators of stream health. The study also utilized a "paired watershed" experimental design that will involve the collection of these measurements in seven watersheds categorized as follows:

- Three "Application" watersheds with the wadable lowland streams that are moderately impacted by urbanization and prioritized for rehabilitation efforts.
- Two "Reference" watersheds with relatively pristine wadable lowland streams that do not require rehabilitation.
- Two "Control" watersheds with significantly impacted wadable lowland streams (by urbanization) that are not currently targeted for rehabilitation pursuant to the WMP.

REDMOND's original proposal to the RSMP also included monitoring at "roving" stations that would be used to quantify the effectiveness of stormwater BMPs to be constructed in Application watersheds. These roving stations were to be moved from one year to the next once the performance of a stormwater BMP is verified and a new BMP is constructed.

In order to guide the development of the experimental design, the power of trend tests to be performed for this study will also be investigated under this task using Monte Carlo simulations. These simulations will specifically investigate the power of Spearman's rho tests for detecting significant trends in time series data given: 1) the desired significance level, 2) magnitude of the trend, 3) sample size, and 4) amount of variation within existing datasets. It is anticipated that the simulations will be performed on synthetic time series data sets that will be developed for a subset of three to five parameters including: benthic index of biotic integrity (B-IBI) scores, total suspended solids, and total zinc.

In connection with the work identified in Task 4.0, the Project Team will coordinate with the Steering Committee to obtain their technical input during the development of the experimental design.

Assumptions

- A draft of the experimental design will be prepared for Steering Committee review. The Steering Committee review will be performed within 15 working days. Comments from the review will be provided using a standardized template to be developed by the Project Team.

Deliverables

D2.a: The Project Team will submit an two electronic copies (PDF and Word) of the draft experimental design to the Steering Committee for review within four months of receiving notice to proceed on the project.

- Target Completion Date: March 31, 2015

Task 3.0 – QAPP Production

Incorporating the experimental design developed under Task 2.0, the Project Team will prepare a QAPP in accordance with Ecology's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (Ecology Publication No. 01-03-003) and Technical Guidance for Assessing the

Quality of Aquatic Environments (Ecology Publication No. 91-78). The QAPP will specifically include all of the following information:

- **Background** – An explanation of why the project is needed.
- **Project Description** – Project goals and objectives, and the information required to meet the objectives.
- **Organization and Schedule** – Project roles and responsibilities, and the schedule for completing the work.
- **Quality Objectives** – Performance (or acceptance) thresholds for collected data.
- **Sampling Process Design** – The sampling process design for the study, including sample types, monitoring locations, and sampling frequency.
- **Sampling Procedures** – A detailed description of sampling procedures and associated equipment requirements.
- **Measurement Procedures** – Laboratory procedures that will be performed on collected samples.
- **Quality Control** – Quality Control (QC) requirements for both laboratory and field measurements.
- **Data Management Procedures** – How data will be managed from field or laboratory recording to final use and archiving.
- **Audits and Reports** – The process that will be followed to ensure this QAPP is being implemented correctly and the quality of the data is acceptable.
- **Data Verification and Validation** – The data evaluation process, including the steps required for verification, validation, and data quality assessment.
- **Data Quality (Usability) Assessment** – The procedures that will be used to determine if collected data are of the right type, quality, and quantity to meet project objectives.

In connection with the work identified in Task 4.0, the Project Team will coordinate with the Steering Committee to obtain their technical input during the development of the QAPP.

Assumptions

- An initial draft of the QAPP will be prepared for Steering Committee review, a revised draft will then be prepared for ECOLOGY review. All reviews will be performed within 15 working days. Comments from each review will be provided using a standardized template to be developed by the Project Team.

Deliverables

D3.a: The Project Team will submit two electronic copies (PDF and Word) of the initial draft of the QAPP to the Steering Committee for review within six months of receiving notice to proceed on the project.

- Target Completion Date: May 30, 2015

D3.b: The Project Team will submit two electronic copies (PDF and Word) of the revised draft of the QAPP to ECOLOGY for review within eight months of receiving notice to proceed on the project.

- Target Completion Date: July 31, 2015

D3.c: The Project Team will submit two electronic copies (PDF and Word) of the finalized version of the QAPP to all reviewing parties within ten months of receiving notice to proceed on the project.

- Target Completion Date: September 30, 2015

Task 4.0 – Steering Committee Coordination

The Steering Committee for this study currently includes representation from the following agencies/individuals:

City of Seattle

Doug Hutchinson

King County

Jeff Burkey
Gino Lucchetti

Kitsap County

Chris May

U.S. Environmental Protection Agency

Dino Marshalonis

U.S. Geological Survey

Rich Dinicola
Chris Konrad
Rich Sheilbey

Washington State Department of Ecology

Brandi Lubliner
Ed O'Brien
Mindy Roberts

Under this task, the Project Team will coordinate the following activities to obtain input from the Steering Committee during the development of the experimental design and QAPP described in Tasks 2 and Task 3, respectively:

- Schedule and facilitate up to ten meetings with the Project Team and Steering Committee to discuss and refine the study design and monitoring procedures.
- Schedule and facilitate a site visit with the Steering Committee to inspect monitoring stations that have been selected for the study.
- Coordinate the Steering Committee's review of the draft experimental design and QAPP.

Deliverables

D4.a: Meeting notes documenting discussion items and consensus decisions from the Steering Committee.

- Target Completion Date: September 30, 2015

Task 5.0 – Project Management/Contract Administration

REDMOND will be responsible for ongoing contract administration of this project, including preparing invoices and progress reports, as well as coordination of all work efforts with the designated ECOLOGY point of contact and the Project Team. REDMOND's project manager (Andy Rheume) will have phone and e-mail contact with ECOLOGY on an as-needed basis.

Budget

After REDMOND provides all project deliverables and ECOLOGY excepts those deliverables, REDMOND will invoice ECOLOGY for costs and expenses not to exceed **\$96,760**.