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**INTERAGENCY AGREEMENT BETWEEN KING COUNTY AND  
CLALLAM COUNTY FOR SERVICES RELATED TO  
Enhancement and Standardization of Benthic Macroinvertebrates Monitoring and Analysis  
Tools for the Puget Sound Region.**

This Agreement is made and entered into by King County, Washington, by and through its Water and Land Resources Division (hereinafter referred to as "WLRD"), Department of Natural Resources and Parks, and Clallam County, Washington, through its Streamkeepers program in the Department of Community Development (hereinafter referred to as "Clallam County"), collectively referred to as the "Parties," for Clallam County to provide services to King County to help develop standardized benthic macroinvertebrate monitoring tools and develop an ecosystem indicator using benthic macroinvertebrate community data. This work will support a grant awarded to King County by the U.S. Environmental Protection Agency ("EPA").

**I. Purpose**

This Agreement provides the terms under which Clallam County will provide services to King County as outlined in Exhibit One, attached to this Agreement and incorporated herein and made a part hereof.

**II. Administration**

- A. The provision of services under this Agreement will be managed for WLRD by Deb Lester, Lead, Toxicology and Contaminant Assessment Group, or other representative as designated by WLRD, and for Clallam County by Ed Chadd, Clallam County Streamkeepers or other representative as designated by Clallam County.
- B. In the event that a disagreement between the parties arises in the administration and provision of services under this Agreement, it shall be referred for informal resolution to the Division Director of WLRD, or other representative as designated by WLRD, and the Director of the Clallam County Department of Community Development, or other representative designated by Clallam County. This provision shall not be construed as prohibiting either Party from seeking enforcement of the terms of this Agreement, or relief or remedy from a breach of the terms of this Agreement, in law or in equity.

### **III. Federal Funding Information**

- A. The funds for this project are being provided by an Environmental Protection Agency Agreement Number PC-00J28401-0, Catalog of Federal Domestic Assistance Number 66.123, Puget Sound Action Agenda: Technical Investigation and Implementation Assistance Program.
- B. By signing this agreement, Clallam County verifies that it is in compliance with federal requirements for Debarment and Suspension. If Clallam County is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot. Clallam County may access the Excluded Parties List System at <http://www.epls.gov>. Clallam County is responsible for ensuring that any lowered tiered covered transactions include a term or condition requiring compliance.

### **IV. Responsibilities**

- A. Clallam County shall conduct the tasks in Exhibit One.
- B. King County shall pay for the services provided as described in Exhibit One and make payments in accordance with the terms of Section IV below.

### **V. Billing and Payment**

- A. Estimated costs and expenses incurred by Clallam County to be paid by King County are as outlined on Exhibit Two, under "Estimated Expenses to be Reimbursed," attached hereto and incorporated herein by this reference. King County will pay Clallam County up to \$11,300.00 for actual costs and expenses plus indirect costs incurred by Clallam County in conducting the tasks and providing the deliverables and calculated in accordance with Clallam County's normal and customary practices as provided for in Exhibit 2.
- B. Expenditures to be reimbursed by King County shall be included on an itemized invoice and shall be subject to approval by WLRD. The invoice shall include documentation of expenditures by account class from Clallam County's accounting system. Invoices shall be delivered to:

Susan Worden  
King County WLRD  
201 South Jackson Street, Suite 600  
Seattle, WA 98104

- C. Payment to Clallam County for approved invoices will be made by King County within sixty (60) days of receipt of invoices to the following address:  
Clallam County Department of Community Development  
223 E. 4<sup>th</sup> St., Suite 5  
Port Angeles, WA 98362
- D. King County represents that funds for service provision under this Agreement have been appropriated and are available for 2011. To the extent that service provision in future years requires appropriations beyond current appropriation authority, each of the Parties' obligations are contingent upon the appropriation of sufficient funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made for either Party, this Agreement will terminate at the close of the appropriation year for which the last appropriation that funds these activities was made.

**V. Effectiveness and Duration**

- A. This Agreement is effective upon signature by both Parties and shall remain in effect until December 31, 2013.
- B. This Agreement may be amended, altered, clarified, or extended only by the written agreement of the Parties hereto.
- C. This Agreement is not assignable by either Party, either in whole or in part.
- D. This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the parties which shall be attached to the original Agreement.

## **VI. Indemnification**

King County shall protect, defend, indemnify, and save harmless Clallam County, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from King County's own negligent acts or omissions. Clallam County shall protect, defend, indemnify, and save harmless King County, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from Clallam County's own negligent acts or omissions. Each Party agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising there from, including attorneys' fees, to enforce the provisions of this Article VI, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. This Article VI shall survive the termination of this Agreement.

## **VII. Notices**

All notices, demands, requests or other communications required to be given or sent by a party under this Agreement will be in writing and will be delivered by at least one of the following methods: (i) in person, (ii) mailed by first-class mail, postage prepaid, (iii) transmitted by facsimile, or (iv) transmitted by electronic mail (email) addressed as set forth below, providing a party may designate a change of address at any time by notice in writing to the other party. All notices, demands, requests, or communications that are mailed by first class mail will be deemed received five (5) business days after deposit in the U.S. mail, postage prepaid, and all notices transmitted by facsimile or by email will be deemed received upon written confirmation by the receiving party of successful facsimile or email transmission.

To King County:

Susan Worden

King County WLRD

201 South Jackson Street, Suite 600  
Seattle, WA 98104  
(206) 296-8256 (Voice)  
(206) 296-0192 (Facsimile)  
Susan.Worden@KingCounty.gov (Electronic Mail)

To Clallam County:

Steve Gray  
Clallam County Department of Community Development  
223 E. 4<sup>th</sup> St., Suite 5  
Port Angeles, WA 98362  
(360) 417-2321 (Voice)  
(360) 417-2443 (Facsimile)  
csweGLE@co.clallam.wa.us (Electronic Mail)

### VIII. Counterparts

This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the 28<sup>th</sup> day of July, 2011.

Approved as to Form

**King County:**

By: [Signature]

By: [Signature]  
Print Name: JOANNA RICHEY

Title: Deputy Prosecuting Attorney

Title: Department Director  
Department of Natural Resources and Parks

**Clallam County:**

By: [Signature]  
Print name: Howard V. Doherty, Jr.  
Title: Chair, Board of Commissioners  
June 21, 2011

Approved as to form only by:

[Signature]  
Douglas E. Jensen  
Chief Civil Deputy Prosecuting Attorney  
Clallam County

**EXHIBIT ONE**

**Enhancement and Standardization of Benthic Macroinvertebrate Monitoring and Analysis Tools  
for the Puget Sound Region  
Washington Department of Ecology  
SCOPE OF WORK**

**Background**

King County has been awarded a grant by the U.S. Environmental Protection Agency (EPA) to enhance and begin to standardize benthic macroinvertebrate monitoring and analysis tools for the Puget Sound. Collaborators with King County on this EPA grant include the Washington Department of Ecology, Leska Fore (Statistical Design), Bob Wisseman (MAC) and Ed Chadd (Clallam County Streamkeepers).

Under the grant, benthic macroinvertebrate monitoring tools will be enhanced and standardized. Key elements of the grant include strengthening the diagnostic capability of metrics used to evaluate stream health, reconciliation of differences in sample collection methods, recalibration of the benthic index of biotic integrity (BIBI), enhanced management of benthic macroinvertebrate data and enhanced coordination of benthic macroinvertebrate monitoring programs throughout the Puget Sound Region.

Under this Scope of Work, Clallam County Streamkeepers (Clallam County) will support the grant work through the following three tasks:

- 1) Providing scientific expertise, including serving in a QA/QC capacity, reviewing the study design and data analysis, attending PMT (Spell out) meetings and providing written and oral feedback on all aspects of the project.
- 2) Benthic macroinvertebrate samples (from up to 10 locations) will be collected by Streamkeepers for taxonomic analysis by King County. Analysis will include taxonomic analysis to lowest practical taxon.
- 3) Clallam County will conduct an assessment of existing quality assurance/quality control (QA/QC) procedures used by other agencies to evaluate benthic macroinvertebrate taxonomic data.

Clallam County staff will support the work described below. Work will take place between the effective date of this agreement and December 31, 2013.

**Task 1** –Clallam County staff will provide review and input to the following project elements and attend Project Advisory meetings; we anticipate there will be approximately 5 meetings over the course of the project.

**Estimated Level of Effort and Timeline** – Approximately 80 hours; June 2011-December 31, 2013

- **Strengthen Diagnostic Capability of Metrics** – Both historical data and literature information will be used to evaluate relationships between taxa and their response to human disturbance to update the tolerant and intolerant attribute lists.

**Deliverable** – Clallam County Staff will provide review and input to data analysis and associated outputs of this task, in addition to review of draft/final reports relevant to this task.

- **Reconcile differences in sample collection methods** - This task will develop an algorithm to translate index levels between sample area protocols (3ft<sup>2</sup> vs. 8ft<sup>2</sup>) to ensure that results reported from each method can be compared and reported interchangeably.

**Deliverable** – Clallam County Staff will provide review of draft/final reports relevant to this task. This will include input on sampling design and input to the draft and final report sections associated with this task.

- **Expand the Puget Sound Stream Benthos Data Management System.** - The existing database will be modified to incorporate updated attributes and changes related to the recalibration of the PL BIBI.

**Deliverable** – Clallam County Staff will provide review and input on outputs of this task.

- **Recalibrate the PL-BIBI** - Existing benthic macroinvertebrate data will be used to recalibrate and update the PL-BIBI.

**Deliverable** – Clallam County Staff will provide review and input to data analysis and associated outputs of this task, in addition to review of draft/final reports relevant to this task.

- **Develop a Puget Sound Stream Health Indicator** - The tools and database enhancements described in the previous tasks above, in addition to EPA's Biological Condition Gradient will be used to develop a regional freshwater stream health indicator.

**Deliverable** – Clallam County Staff will provide input to the development of the stream health indicator.

- **Outreach and Communication** – A key element of this effort is enhancement of coordination of monitoring programs throughout the region.

**Deliverable**– Clallam County Staff will assist with the Project Advisory Group and provide input and guidance to help initiate coordination of regional monitoring efforts.

**Task 2** – Clallam County Staff will collect benthic macroinvertebrate samples from up to 10 locations in Clallam County. The taxonomic data associated with these samples will be incorporated into a method comparison analysis. At each location, samples will be collected from both 3ft<sup>2</sup> and 8 ft<sup>2</sup> areas using sampling methods to be defined by King County. Samples will be collected in both 2011 and 2012 between August 1 and September 20. Taxonomic analysis of these samples will be conducted by King County. Taxonomic analysis will be conducted to the lowest practical taxon. All data will be

posted on the Puget Sound Stream Benthos website by King County. The specific number of samples, sample locations and sample timing will be determined by King County staff.

**Estimated Level of Effort and Timeline** – Approximately 80 hours; samples collected in 2011 will be delivered to King County by October 1, 2011; samples collected in 2012 will be delivered to King County by October 1, 2012.

**Task 3** - Clallam County will conduct an assessment of existing quality assurance/quality control (QA/QC) procedures used by other entities to evaluate benthic macroinvertebrate taxonomic data. The review will include consultations with other agencies regarding their QA/QC procedures and include the following:

- Water-Quality Monitoring listservs
- State/Federal/ Regional Agencies at various levels
- Taxonomic laboratories
- WA Dept. of Ecology (via Karen Adams, bioassessment analyst)

The information obtained from this effort will be analyzed and synthesized in a document. The document will also include recommendations for regional QA/QC procedures.

**Estimated Level of Effort and Timeline** - Approximately 80 hours; Initial Draft Document to be delivered by **February 1, 2012**; Final Document to be delivered by **March 1, 2012**

The final deliverable will be a document that includes the following:

- methods used to research the various QA/QC procedures including a list of contacts
- a summary of QA/QC methods
- a synthesis of methods identified
- a list of recommendations

**EXHIBIT TWO**

**Enhancement and Standardization of Benthic Macroinvertebrate Monitoring and Analysis Tools**

<b>Estimated Expenses to be Reimbursed</b>	<b>Amount</b>
Task 1 – Project Review	\$3,500
Task 2 Sample Collection	\$4,000
Task 3 QA/QC Review and Recommendations	\$3,800
<b>Total</b>	<b>\$11,300</b>

