

Interagency Agreement

Between

Washington State

Department of Ecology

and

Clallam County Department of Community Development

THIS AGREEMENT is made and entered into by and between the WASHINGTON STATE DEPARTMENT OF ECOLOGY, hereinafter referred to as ECOLOGY and the Clallam County Department of Community Development, hereinafter referred to as CCDCD.

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

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

ECOLOGY shall furnish the necessary personnel, equipment, material and/or services and otherwise do all things necessary for or incidental to the performance of the work set forth in Attachment "A" attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence in October 01, 2009 and be completed on or before January 31, 2010, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed \$12,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work that will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms, or as set forth in accordance with the fee schedule in Attachment "A" which is attached hereto and incorporated herein.

BILLING PROCEDURE

ECOLOGY will submit an Invoice to CCD CD for the analytical work performed in accordance with the Statement of Work when the work is completed. Billings shall be submitted to:

Carol L. Creasey
Senior Planner
Clallam County
Dept. of Community Development
223 East Fourth Street, Suite 5
Port Angeles, WA 98362-0149
Tel: (360) 417-2423 Fax (360) 417-2443
ccreasey@co.clallam.wa.us

RECORDS MAINTENANCE

The parties to this contract shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services 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.

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 CCD CD. 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.

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.

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.

TERMINATION

Either party may terminate this Agreement upon 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.

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 the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

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, contract 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 of Washington, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This contract 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
- c. Any other provisions of the agreement, including materials incorporated by reference.

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.

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.

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.

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.

CONTRACT MANAGEMENT

The contract manager 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 Contract Manager for ECOLOGY is:

Stuart Magoon
Washington Department of Ecology
Manchester Environmental Laboratory
7411 Beach Drive East
Port Orchard, WA 98366-8204
Phone: 360 871-8801
smag461@ecy.wa.gov

The Contract Manager for CCDCD is:

Carol L. Creasey
Senior Planner
Clallam County
Dept. of Community Development
223 East Fourth Street, Suite 5
Port Angeles, WA 98362-0149
Tel: (360) 417-2423 Fax (360) 417-2443
ccreasey@co.clallam.wa.us

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington

Clallam County Department of Community
Development

Department of Ecology


By: Stuart Magoon


By: Jim Jones, Jr.

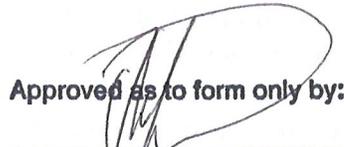
Title: Laboratory Director

Title: County Administrator

Date: 9/16/2009

Date:

**APPROVED AS TO FORM ONLY:
ASSISTANT ATTORNEY GENERAL**

Approved as to form only by:

Douglas E. Jensen
Chief Civil/Deputy Prosecuting Attorney
Clallam County

ATTACHMENT A - STATEMENT OF WORK/FEE SCHEDULE

Ecology will furnish all the necessary sample containers, coolers for sample transport, and chain of custody paperwork for these samples to CCDCD for the collection of up to 213 water samples to be analyzed for the parameters listed below. Laboratory work will be processed in accordance with the scope of work or Sequim-Dungeness Watershed Stormwater Sediment Pollutant Concentration Sampling Project.

CCDCCD will be collecting and delivering or shipping the samples to the laboratory, insuring adequate ice is used keep samples 0-6 °C during transport. Ecology requests receipt of samples as soon as possible after collection so the analyses can be accomplished within holding times.

PER SAMPLE FEE

Parameter	Method	Unit cost	Number of samples	QA samples	Summary Cost
Suspended Sediment Concentration	ASTMD3977B	\$17	47	NC	\$799.00
Ammonia	SM4500NH3H	\$13	32	NC	\$416.00
Total Phosphorous	SM4500PF	\$18	32	NC	\$576.00
Nitrate+Nitrite	SM4500NO3I	\$13	32	NC	\$416.00
Hardness	SM2340B	\$22	6	0	\$132.00
Polyaromatic Hydrocarbons	SW 8270	\$200	8	3	\$2,200.00
Herbicides	SW8270	\$195	6	2	\$1,560.00
PestMS	SW8270	\$425	6	2	\$3,400.00
Priority Pollutant Metals	EPA200.8 & 245.1	\$180	3	3	\$1,080.00
Dissolved Cu, Zn	EPA 200.8	\$48	8	1	\$432.00
Metals filter (Pre-cleaned)		\$27	2	NA	\$54.00
Gallon Jars		\$5.80	31	NA	\$179.80
Total			213	NC	\$11,244.80

Ecology will perform method blanks, reference standard analyses, laboratory duplicates, and matrix spikes at No additional Charge (NC) for the parameters listed as NC. Field duplicates are included in total number of samples. Matrix spikes and matrix spike duplicates for PESTMS, Herbicides, polyaromatic hydrocarbons, and metals samples are billed at the per sample rate.

Results will be provided in Analytical batches as completed. Ecology will provide CCDCD with hard copy data summaries, electronic data summaries, and Case Narratives. Analytical results will be provided no later than 35 days from the date of sample receipt. Samples are expected to be delivered in batches of two, approximately two days after a storm event. PestMS, Herbicides, and polyaromatic hydrocarbons have the shortest holding time for this project at 7 days from collection to analysis. Ecology requests that samples from each collection event to be received with no less than half the holding time expired. Significant deviations from the planned sampling schedule and anticipated sample delivery dates may affect Ecology's ability to meet the target holding times and or target turnarounds.