



DEPARTMENT OF
ECOLOGY
State of Washington

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Date

DEC 17 2019

Washington State Department of Ecology
Toxics Cleanup Program

IAA No. C2000069

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF ISSAQUAH

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 Issaquah hereinafter referred to as the "CITY," pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is for the CITY to conduct additional groundwater modeling for the Lower Issaquah Valley using the public domain code (Modflow).

WHEREAS, ECOLOGY has legal authority (RCW 39.34 and 70.105D) and the CITY has legal authority (RCW 35.21.730) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

CITY 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 shall commence on the date of final signature and be completed by **12/31/2020** 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 RCW 39.26.180(3). This is a performance-based agreement, in which payment is based on the successful completion of expected deliverables.

State funds will be utilized for this agreement.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$50,000.00, 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 completed work.

4) BILLING AND PAYMENT PROCEDURE

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

Send invoices to:

State of Washington Department of Ecology Toxics Cleanup Program Attn: Angela Harkins P.O. Box 47600 Olympia, WA 98504-7600
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Payment requests may be submitted on a monthly 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 issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you 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>. If you have questions about the vendor registration process, you can 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

ECOLOGYS 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 CITY through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CITY. In no event shall ECOLOGYS reimbursement exceed ECOLOGYS 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 in 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 C2000069.
- 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, register, 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

CITY 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. Provide such information to ECOLOGY's Agreement manager.

19) 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.

20) 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.

21) 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 that they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The CITY Representative is:
Name: Tamara Cardona Address: PO Box 47600 Olympia, WA 98504-7600 Phone: 425.649.7058 Email: TACA461@ecy.wa.gov Fax: 425.649.7098	Name: Sheldon Lynne Address: 1775 – 12th Ave NW Issaquah, WA 98027 Phone: 425.837.3426 Email: sheldonl@issaquahwa.gov Fax: 425.837.3409

23) 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.

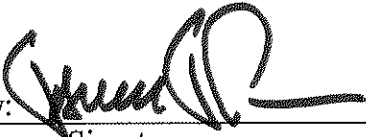
The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

State of Washington, Department of Ecology
IAA No. C2000069
City of Issaquah

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**

City of Issaquah

By:  12/18/19
Signature Date

By:  12-5-19
Signature Date

Jim Pendowski
Toxics Cleanup Program Manager

Mary Lou Pauly
Print Name:
Mayor
Title:

Approved as to form only:
Office of Attorney General

APPENDIX A STATEMENT OF WORK AND BUDGET

Background:

A 3-dimensional groundwater per- and polyfluoroalkyl substances (PFAS) groundwater model was previously developed by Sammamish Plateau Water using a proprietary finite element code (DYNFLOW). CITY converted this PFAS model to a public domain model (MODFLOW-USG) as part of the CITY's Critical Aquifer Recharge Area (CARA) update. This scope of work is for the CITY to conduct additional PFAS plume modeling using the public domain code (MODFLOW) to better understand the fate and transport of PFAS in the Lower Issaquah Valley.

Task 1: Project Management

Project management will include:

- PFAS plume modeling (MODFLOW) Quality Assurance/Quality Control (QA/QC),
- Internal team coordination, and
- Periodic project updates via email/phone conference with ECOLOGY.

Task 1 Deliverable

1. **Written progress reports to accompany invoices** if no formal deliverable is available to provide as a basis of payment.

Task 2: Coordination and Meetings

Subtask 2.1 - Teleconferences

A series of teleconferences and in-person meetings will be scheduled as the project progresses to discuss the following:

- Investigation results,
- PFAS modeling, and
- PFAS remedial alternatives.

Up to five (5) one-hour teleconferences will be held including the following parties:

- ECOLOGY,
- CITY,
- Eastside Fire and Rescue and their representatives.

Subtask 2.2 - In-Person Meetings

Two (2) 1.5-hour meetings to inform and update the parties outlined above on modeling results or issues.

Task 2 Deliverable

1. **Materials used during the meeting and written meeting minutes** will be provided to ECOLOGY within five (5) days following each meeting.



Task 3: PFAS Groundwater Modeling and Reporting

The CITY will conduct a review of subsurface PFAS plume investigation results obtained through other investigations over the last year and develop a cross-sectional conceptual model. The CITY will construct the new cross-sectional model along a flowpath for PFAS contaminants moving from the Eastside Fire and Rescue facility (175 Newport Way, Issaquah) toward the drinking water supply well (City Well #4). The cross-section will include a constant head boundary at Lake Sammamish and either a constant flux or constant head boundary at the southern end of the model domain.

The initial layering and hydrogeological properties will be consistent with the CITY’s existing plan-view MODFLOW model and the results of the 2018 field investigations in the Lower Issaquah Valley. An initial calibration will be conducted to approximately match observed hydraulic heads and observed concentrations of PFAS at different depths based on existing data. Additional fine-scale layering may be necessary to achieve calibration. CITY’s existing plan-view MODFLOW model may be used to evaluate lateral extent and movement of the PFAS plume. One model simulation of plume geometry using the 3-dimensional model is included in this scope of work.

The cross-sectional model will take into consideration any additional plume investigation activities associated to PFAS fate and transport taking place on the Lower Issaquah Valley and will be re-calibrated as necessary during the duration of this Agreement.

Task 3 Deliverables

1. Draft technical memorandum documenting the results of the PFAS plume groundwater modeling, including results of the new cross-sectional model and recommendations as appropriate. This scope assumes that one round of revisions will be performed.
 - a. The technical memorandum will include a description of the PFAS plume model construction and results, as well as the modeling files used for the simulation. Graphical results will be presented primarily in appendices.
 - b. This deliverable will be provided to ECOLOGY for review by 10/31/2020. 
2. Final technical memorandum documenting the results of the PFAS plume groundwater modeling, including recommendations as appropriate.
 - a. This deliverable will be provided to ECOLOGY incorporating any and all ECOLOGY comments by 12/15/2020. 

Budget

Item	Description	Amount
Task 1	Project Management	\$5,000.00
Task 2	Coordination and Meetings	\$7,600.00
Task 3	PFAS Plume Modeling and Reporting	\$37,400.00
	Total Ecology Cost	\$50,000.00

*Note – Task budgets may be moved between tasks without formal amendment process.