



DEPARTMENT OF
ECOLOGY
State of Washington
IAA No. C2200169

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

EASTSIDE FIRE & RESCUE

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 Eastside Fire & Rescue” (a nonprofit corporation) hereinafter referred to as the “**EFR**” 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 EFR to conduct a data gaps assessment, additional investigation activities and quarterly at the following locations within the Issaquah Valley:

- EFR Headquarters (175 Newport Way Northwest),
- Church of Christ property (355 Newport Way Northwest),
- King County Library warehouse (960 Newport Way Northwest), and
- Multiple locations in the Lower Issaquah Valley to be determined.

WHEREAS, **ECOLOGY** has legal authority under RCW 70A.305 and WAC 173-340 to identify, investigate, and cleanup facilities where a hazardous substance has come to be located, and to work with entities to expeditiously and effectively address the release of a hazardous substance. And whereas the EFR has legal authority under RCW 52.26.808 and 24.03 pursuant to Chapter 39.34 RCW that allows each entity to conduct the actions detailed in this Agreement. Each party is authorized to undertake the actions in this agreement.

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THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

EFR 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, Deliverables and Budget*, attached hereto and incorporated herein.

2. PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on the signature date of Ecology and be completed by **06/30/2023**, 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.

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, under 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 \$350,000.00, 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, Deliverables and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or 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.

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
Toxics Cleanup Program
Attn: Angela Harkins
PO 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 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.

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

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

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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.

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 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 C2200169.
- d. Appendix A, *Statement of Work, Deliverables 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.

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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, and register these items, 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

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. 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.

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21. 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.

22. 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.

23. 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: Priscilla Tomlinson
Address: PO Box 330316
Shoreline, WA 98133-9716
Phone: 425.749.7135
Email: ptom461@ecy.wa.gov

The Eastside Fire & Rescue Representative is:

Name: Jeff Clark
Address: 175 Newport Way NW
Issaquah, WA 98027
Phone: 425.313.3201
Email: jclark@esf-r.org

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24. 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**

Eastside Fire & Rescue (a nonprofit corporation)

By:

By:

DocuSigned by:
Jeff Clark 3/20/2022
97EF7AC9EADE42B...

Signature Date

Signature Date

Heather R. Bartlett

Print Name Jeff Clark

Deputy Director

Title Fire Chief

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APPENDIX A

STATEMENT OF WORK, DELIVERABLES AND BUDGET

BACKGROUND

The scope of work for this interagency agreement (IAA) builds upon work completed under the following three (3) previous IAAs:

- C1800181, dated July 10, 2018, included site characterization at five (5) potential Per- and Polyfluoroalkyl Substances (PFAS) source areas within the City of Issaquah, including:
 - Eastside Fire & Rescue (EFR) Headquarters,
 - Issaquah Valley Elementary School,
 - Dodd Fields Park,
 - Memorial Field, and
 - Rainier Trail.
- C2000071, dated December 3, 2019, included:
 - Installation of regional monitoring wells in the downgradient plume area,
 - Additional site characterization at EFR Headquarters, and
 - Evaluation of a potential additional source area.
- C2100056, dated March 29, 2021, included additional site characterization at EFR Headquarters and a pilot test of a colloidal activated carbon remedial technology at EFR Headquarters.

The work conducted under this IAA will fill data gaps at EFR Headquarters, downgradient of EFR Headquarters, and regionally within the western portion of the Lower Issaquah Valley (LIV) and will conclude with a remedial investigation report for contamination at the EFR Headquarters facility at 175 Newport Way Northwest, Issaquah, Washington.

PURPOSE

This scope of work, deliverables and estimated budget were prepared by Eastside Fire & Rescue (EFR) to address select data gaps identified at the following locations:

- EFR Headquarters (175 Newport Way Northwest),
- Church of Christ property (355 Newport Way Northwest),
- King County Library warehouse (960 Newport Way Northwest), and
- Multiple locations in the Lower Issaquah Valley (LIV) to be determined.

EFR will complete the following tasks:

- Task 1: Data Gap Identification and Work Plan Addendum;
- Task 2: Data Gap Investigation;
- Task 3: Quarterly Groundwater Monitoring; and
- Task 4: Remedial Investigation Report.

Descriptions of work to be performed under each individual task are provided below.

TASK 1: DATA GAP IDENTIFICATION AND WORK PLAN ADDENDUM

EFR will coordinate with the Washington State Department of Ecology and the City of Issaquah to finalize the scope of the proposed data gap investigation and prepare an addendum to the existing 2018 Work Plan and Quality Assurance Project Plan (Data Gap Work Plan Addendum).

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Consistent with work performed under previous IAAs, the final scope of work will reflect input and discussion between EFR, Ecology and the City of Issaquah. Final work elements will include:

- Proposed soil sampling locations,
- Proposed shallow and intermediate groundwater sampling locations, and
- Quarterly groundwater monitoring locations.

The Data Gap Work Plan Addendum will meet the substantive requirements of WAC 173-340-820 Sampling and Analysis Plans (SAPs) and will include:

- Sample locations and types;
- Standard operating procedures for work to be performed;
- Quality control measures;
- Analytical methods and laboratories;
- Applicable cleanup levels; and
- Other project information as appropriate.

A separate Health and Safety Plan (HASP) will be prepared to meet the requirements of WAC 173-340-810 Worker Safety and Health and Part 1910 of Title 29 of the Code of Federal Regulations.

The Inadvertent Discovery Plan (IDP) in the existing 2018 Work Plan will be updated to include consultation with tribes and the Department of Archeology and Historical Preservation on new sampling locations.

Task 1 Deliverables:

1. Draft Data Gap Work Plan Addendum (including SAP, QAPP, HASP, and IDP) is due to Ecology sixty (60) days following agreement execution.
2. Final Data Gap Work Plan Addendum addressing Ecology comments on the draft version is due to Ecology thirty (30) days after receipt of final comments from Ecology.
3. Monthly progress reports to be provided to Ecology for review will accompany invoices if a formal deliverable as outlined above is not available for basis of payment.

TASK 2: DATA GAP INVESTIGATION

EFR will perform the scope of work identified in Task 1 and described by the Data Gap Work Plan Addendum. Estimated costs for the data gap investigation were based on the following assumed work elements:

- Performing shallow soil sampling west of the 175 Newport Way Northwest aqueous film forming foam (AFFF) training area by collecting up to twenty (20) soil samples at depths up to fifteen (15) feet below ground surface.
- Installation of three (3) shallow groundwater monitoring wells:
 - Between existing groundwater monitoring well NWN- MW02 and Issaquah Creek,
 - West of the permeable reactive barrier installed during the pilot test conducted in 2021, and
 - Adjacent to intermediate groundwater monitoring well COI-MW03.
- Installation of one (1) shallow groundwater monitoring well and one (1) intermediate groundwater monitoring well on the Church of Christ property at 355 Newport Way Northwest;
- Installation of one (1) shallow groundwater monitoring well and one (1) intermediate groundwater monitoring well in the east parking lot of the King County Library Warehouse at 960 Newport Way Northwest;
- Installation of one (1) deep groundwater monitoring well at the location of existing wells IES-MW01/IES-MW06; and

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- Installation of one (1) deep groundwater monitoring well at the location of existing wells COI-MW05/IES-MW07.

The scope of work for this Task (2) will be revised following the completion of Task 1 through a formal amendment process. It is expected that the following scope items will be added to this task through an amendment:

- Media to be sampled,
- Number of samples to be collected at each location, and
- Estimated depths for newly installed groundwater monitoring wells.

Task 2 Deliverables:

1. Monthly progress reports to be provided to Ecology for review will accompany invoices if a formal deliverable as outlined below is not available for basis of payment.
2. Draft boring logs and well construction details are due to Ecology thirty (30) days following completion of drilling.
3. Draft summary analytical results tables and laboratory reports are due to Ecology fifteen (15) business days following receipt of data from the analytical laboratory.

TASK 3: QUARTERLY GROUNDWATER MONITORING AND SURFACE CREEK WATER GAUGING

EFR will perform quarterly groundwater monitoring at selected monitoring wells and surface water gauging for Issaquah creek. Groundwater and surface water gauging has been conducted for Issaquah Creek by EFR under a previous agreement. Repeat measurements from permanent groundwater monitoring wells and at established gauging locations for surface water will allow for the following:

- Evaluation of seasonal fluctuation in groundwater and surface water elevations;
- Evaluation of vertical gradients;
- Variations in the concentrations of PFAS in each water bearing zone; and
- The potential for interaction between shallow groundwater and surface water in Issaquah Creek.

All groundwater samples will be analyzed by Modified EPA Method 537 (analytical method that measures concentrations of PFAS). Groundwater monitoring results, including elevation measurements and analytical results, will be documented in summary figures and tables to be provided to Ecology quarterly for review.

Estimated costs include four (4) quarterly sampling events with thirty (30) samples being collected for each event (25 locations plus 5 quality control samples).

Groundwater Monitoring

Final groundwater monitoring locations will be identified through completion of Task 1. The scope of work for this Task (3) will be revised following completion of Task 1 through a formal amendment process. It is expected that the following scope items will be added to this task through an amendment:

- Selected existing groundwater monitoring wells (installed prior to this agreement) to be sampled quarterly,
- New groundwater monitoring wells (as scoped in both this current agreement with EFR and another managed through a separate recipient) to be sampled quarterly.

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Surface Water Gauging

Surface water in Issaquah creek will be gauged at established gauging locations identified through completion of Task 1. The scope of work for this Task (3) will be revised following completion of Task 1 through a formal amendment process. It is expected that the following scope items, related to Issaquah creek water gauging will be added to this task through an amendment:

- Locations where surface water gauging will be performed for Issaquah Creek.

Task 3 Deliverables:

1. Monthly progress reports to be provided to Ecology for review will accompany invoices if a formal deliverable as outlined below is not available for basis of payment.
2. Quarterly groundwater summary analytical tables, figures, and analytical laboratory reports will be provided to Ecology via email within fifteen (15) business days following receipt of analytical data from the laboratory.
3. Quarterly Issaquah creek surface water gauging summary tables will be provided to Ecology via email within fifteen (15) business days following completion of measurements.

TASK 4: REMEDIAL INVESTIGATION REPORT

EFR will prepare a Remedial Investigation Report for the EFR Headquarters facility located at 175 Newport Way Northwest that will include applicable data from both previous agreements (C1800181, C2000071, and C2100056) as well as the current agreement, as appropriate, to evaluate the nature and extent of contamination associated with the site.

The Remedial Investigation Report prepared under this task will include the elements identified in Ecology's Remedial Investigation Checklist (Publication No. 16-09-006) such as:

- Figures drawn to an approximate scale;
- Summary tables of analytical results;
- Identification of any remaining data gaps (if any) and evaluation of the adequacy of site characterization to support a feasibility study; and
- Updates to the conceptual site model for the site.

Task 4 Deliverables:

1. Monthly progress reports to be provided to Ecology for review will accompany invoices if a formal deliverable as outlined below is not available for basis of payment.
2. Draft Remedial Investigation Report due to Ecology for review sixty (60) days following receipt of analytical results for the final groundwater monitoring event; and
3. Final Remedial Investigation Report, including Ecology's comments on the draft version, due to Ecology thirty (30) days after receipt of comments from Ecology.

BUDGET

Task	Description	Cost
1	Data Gap Identification and Work Plan Addendum	\$24,000.00
2	Data Gap Investigation	\$198,000.00
3	Quarterly Groundwater Monitoring	\$95,000.00
4	Remedial Investigation Report	\$33,000.00
		Total = \$350,000.00

Note: Task budgets may be moved between tasks without a formal amendment.