



DEPARTMENT OF
ECOLOGY
State of Washington
IAA No. C2500001

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF TACOMA

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 Tacoma hereinafter referred to as the “**CITY**” 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 the development of sediment analytical methods for 6PPD-quinone (6PPDQ).

WHEREAS, ECOLOGY has legal authority (RCW 90.48 and WAC 173-220) and the CITY (other party) has legal authority (RCW 90.48 and WAC 173-220) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

The 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 will commence on the **date of final signature** and be completed by **May 31, 2025**, 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.

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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.

The source of funds for this IAA is **Model Toxics Control Act (MTCA) operating proviso money**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed **\$69,440** dollars, 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 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
Water Quality Program
Attn: Shelby Giltner
PO Box 47600
Olympia, WA 98504-7600

Payment requests may be submitted on a semi-annual 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 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 C2500001.
- 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 (*if otherwise, need AAG approval*). Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs,

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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. Identify whether subcontractor is certified with OMWBE, WA Veterans, or is a WA small business. 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.

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.

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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: Shelby Giltner

Address: P.O. Box 47600

Olympia, WA 98504

Phone: 360-746-9182

Email: Shelby.Giltner@ecy.wa.gov

The City of Tacoma Representative is:

Name: Monica Herbert

Address: 326 East D Street

Tacoma, WA 98421

Phone: 253-341-0586

Email: mherber@cityoftacoma.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**

City of Tacoma

By:

By:

Signature

Date

Signature

Date

Heather R. Barlett
Deputy Director

Elizabeth Pauli
City Manager

APPENDIX A STATEMENT OF WORK AND BUDGET

Project: Development of laboratory procedure to evaluate 6PPDQ in stormwater sediments

The chemical “6PPD-quinone” (“6PPDQ”) was identified in 2020 as the chemical culprit causing fatality to coho salmon at concentrations in water near or below 100 ng/L. This chemical is reported to be the oxidized product of 6PPD which is an additive to commercial products such as rubber mixtures to prevent rapid oxidation which would shorten the product lifespan. Currently, the most commonly studied product is vehicle tires. Rainwater has been shown to wash tire wear particles from roadway surfaces into receiving waters and stormwater collection systems.

Several water quality quantitative methods for 6PPDQ have been developed to date and sent to the Washington State Department of Ecology (Ecology) Lab Accreditation Unit for review and approval, including our own Tacoma Environmental Services Laboratory. However, to our knowledge, no similar laboratory has developed a quantitative method for soils/sediments and no other laboratories are accredited by Ecology for the sediment/soil matrix. It is critically important to begin to quantify stormwater sediment or receiving water sediments for 6PPDQ because the literature and our own experiments show that 6PPDQ sorbs to particles. The fate and transport of this emerging contaminant can only be understood if it is measured in both the water and sediment fractions. 6PPDQ is expected to occur widely in the environment and the need to identify and quantify the sediment fraction is urgently needed to fully address fate and transport mechanisms in stormwater so that mitigation efforts can be better informed and optimized to address this lethal chemical.

Task 1: Project Management.

Costs:

General project management: Duties will include oversight of analytical labor, communications, purchase of laboratory supplies, and budget management. Two 2-page progress reports will provide project status at the beginning and near the end of the project.

Deliverable 1.1: Progress report

Target Date: Aug 30, 2024

Deliverable 1.2: Progress report

Target Date: March 31, 2025

Deliverable 1.3: Present findings thru a summary sheet to Ecology.

Target Date: May 31, 2025

Task 2: Develop a laboratory method to quantitate 6PPDQ from the sediment matrix.

Costs:

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Recovery of chemical compounds from diverse sediment matrices can be a challenge often due to interfering compounds; natural or manmade. This task will include the development of an initial laboratory standard operating procedure to quantitatively measure 6PPDQ from laboratory-prepared sediment matrices Standard Reference Materials (SRM). This will involve creating sediments of various compositions in the laboratory from purchased or cleaned matrixes. A control standard will be developed using the purchased water standard for 6PPDQ mixed with laboratory-purchased or cleaned matrixes. Recovery sensitivity will be assessed using different extraction processes such as Vortex extraction, Microwave Extraction by method 3546 with and without cleanup technologies such as SPE or Carbon. The analysis will take place on an LC/QQQ instrument and will be evaluated to assess and define the precision, accuracy, and quantitation limits in this matrix and to establish the best extraction/cleanup techniques. If time allows the SRM will be spiked and tested at weekly intervals to determine at what point the compound recoveries fall below 30% of the spike value.

The lab SOP will be further refined and tested on native, naturally occurring stormwater sediment or receiving water sediment matrices.

Deliverable 2.1: Analytical laboratory SOP to quantify 6PPDQ from 6PPDQ-free sediment matrices.

Target Date: September 1, 2024

Deliverable 2.2: Analytical laboratory SOP to quantify 6PPDQ from environmental sediment matrices.

Target Date: May 31, 2025

Document Accessibility Requirements

ECOLOGY has identified those documents intended to be published, posted, or hosted on ECOLOGY's public web site, namely, **Deliverable 1.3 Final Summary Sheet**. The CONTRACTOR shall provide these documents in both their "native format" (such as Word, Excel, or PowerPoint) and in PDF format (latest version of Adobe Acrobat Pro or compatible). The CONTRACTOR shall run the PDF Accessibility Checker's report and provide the report with the delivered documents. The PDF documents must satisfactorily pass the Adobe Acrobat Pro Accessibility Checker (Full Check). ECOLOGY will review the PDF Accessibility results and may request the CONTRACTOR remedy any known issues. ECOLOGY reserves the right to perform independent testing to validate accessibility and may require the CONTRACTOR remedy any identified issues before acceptance of the documents. For assistance concerning accessibility, visit Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>).

Project Budget

All deliverables need Ecology approval. The budget may be shifted between tasks, with pre-approval from Ecology, but the total budget may not be exceeded without an approved amendment from Ecology. Tacoma is using an indirect rate of 26 percent which excludes equipment purchases. Costs are shown in the table below.

Task Number	Salaries & Benefits	Supplies & Equip.	Indirect	Total task
1	\$25000	\$10000	\$6500	\$41500
2	\$19000	\$4000	\$4940	\$27940
Total	\$44000	\$14000	\$11440	\$69440

Equipment and Supplies breakdown

Product Description	Total cost
Dispersive SPE 15ml, Fatty Samples	\$513.00
Bond Elut 250 mg, 6 mL, 30/pk, w/Carbon	\$567.00
InfinityLab Poroshell 120 EC-C18, 2.1 x 50 mm, 1.9 um LC column with Column ID	\$2,016.00
688151 D5-6PPD-quinone	\$524.70
688152 6PPD-quinone	\$344.22
CLM-12293-1.2 6PPD-Quinone (Phenyl-13C6, 99%) 100 ug/ml in Acetonitrile	\$1,695.00
ULM-12288-1.2 6PPD-Quinone	\$435.00
Acetonitrile UPLC grade 1L	\$1,188.15
UHPLC-MS Methanol case	\$680.93
Miscellaneous	\$2,036.00
Contingency for task 2 replacement of consumed supplies as needed.	\$4,000
Total	\$14,000