

**WHATCOM COUNTY CONTRACT
INFORMATION SHEET**

Whatcom County Contract No.

202301014

Originating Department:	Parks (80)
Division/Program: (i.e. Dept. Division and Program)	M&O (8050) / Parks (805010)
Contract or Grant Administrator:	Christ Thomsen
Contractor's / Agency Name:	Washington State Department of Ecology

Is this a New Contract? If not, is this an Amendment or Renewal to an Existing Contract? Yes No
 Yes No If Amendment or Renewal, (per WCC 3.08.100 (a)) Original Contract #: _____

Does contract require Council Approval? Yes No If No, include WCC: _____
 Already approved? Council Approved Date: _____ (Exclusions see: Whatcom County Codes 3.06.010, 3.08.090 and 3.08.100)

Is this a grant agreement? Yes No If yes, grantor agency contract number(s): _____ CFDA#: _____

Is this contract grant funded? Yes No If yes, Whatcom County grant contract number(s): _____

Is this contract the result of a RFP or Bid process? Contract _____
 Yes No If yes, RFP and Bid number(s): _____ Cost Center: _____

Is this agreement excluded from E-Verify? No Yes If no, include Attachment D Contractor Declaration form.

If YES, indicate exclusion(s) below:

- Professional services agreement for certified/licensed professional. Goods and services provided due to an emergency
- Contract work is for less than \$100,000. Contract for Commercial off the shelf items (COTS).
- Contract work is for less than 120 days. Work related subcontract less than \$25,000.
- Interlocal Agreement (between Governments). Public Works - Local Agency/Federally Funded FHWA.

Contract Amount:(sum of original contract amount and any prior amendments):
 \$ 700,000
 This Amendment Amount:
 \$ 0
 Total Amended Amount:
 \$ 700,000

Council approval required for; all property leases, contracts or bid awards **exceeding \$40,000**, and professional service contract amendments that have an increase greater than \$10,000 or 10% of contract amount, whichever is greater, **except when**:

1. Exercising an option contained in a contract previously approved by the council.
2. Contract is for design, construction, r-o-w acquisition, prof. services, or other capital costs approved by council in a capital budget appropriation ordinance.
3. Bid or award is for supplies.
4. Equipment is included in Exhibit "B" of the Budget Ordinance.
5. Contract is for manufacturer's technical support and hardware maintenance of electronic systems and/or technical support and software maintenance from the developer of proprietary software currently used by Whatcom County.

Summary of Scope:

This agreement provides access to funds from the Washington State Toxics Fund, via Washington State Department of Ecology, for site characterization of the large and small-bore ranges at Plantation Rifle Range to delineate the location and extent of lead and other potential contaminants of concern.

Term of Contract: 171 Days

Expiration Date: June 30, 2023

Contract Routing:	1. Prepared by: C Thomsen	Date: 12/20/2022
	2. Attorney signoff: B. Waldron via eMail	Date: 12/21/2022
	3. AS Finance reviewed: B. Bennett via eMail	Date: 12/21/2022
	4. IT reviewed (if IT related): _____	Date: _____
	5. Contractor signed: _____	Date: _____
	6. Submitted to Exec.: _____	Date: 1-12-23
	7. Council approved (if necessary): <input checked="" type="checkbox"/> (AB2023-040)	Date: 1-10-23
	8. Executive signed: <input checked="" type="checkbox"/>	Date: 1-12-23
	9. Original to Council: <input checked="" type="checkbox"/>	Date: 1-27-23



DEPARTMENT OF
ECOLOGY
State of Washington

WHATCOM COUNTY
CONTRACT NO.
202301014

IAA No. C2300091

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

WHATCOM COUNTY

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 Whatcom County hereinafter referred to as the “**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 Whatcom County to complete a Resource Conservation and Recovery Act (RCRA) Facility Assessment (RFA) at Plantation Rifle Range.

WHEREAS, **ECOLOGY** has legal authority (RCW 70A.300) and **CONTRACTOR** has legal authority (RCW 36.01.010) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1. SCOPE OF WORK

CONTRACTOR 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 **January 1, 2023**, (*or the date of final signature, whichever comes later.*) and be completed by **June 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.

The source of funds for this IAA is the Model Toxics Control Account (MTCA) operating. 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 seven hundred thousand dollars (\$700,000), 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
HWTR Program
Attn: Valerie Cramer
VCRA461@ecy.wa.gov
PO Box 47600
Olympia, WA 98504-7600

Payment requests may be submitted on a monthly basis **or** at the completion of the work. 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 C2300091.
- 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, 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.

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.

State of Washington, Department of Ecology
IAA No. C2300091
Entity Name: Whatcom County

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: Val Cramer
Address: PO BOX 330316, Shoreline, WA
98133
Phone: (425) 698-5539
Email: VCRA461@ecy.wa.gov

The CONTRACTOR Representative is:

Name: Christ Thomsen
Address: 3371 Mt Baker Hwy, Bellingham,
98226
Phone: (360) 778-5850
Email: CThomsen@co.whatcom.wa.us

State of Washington, Department of Ecology
IAA No. C2300091
Entity Name: Whatcom County

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**

Whatcom County

By:  Date: 2023.01.23
14:08:54 -08'00'

Signature Date

By:  1/12/23

Signature Date

Heather R. Bartlett

Satpal Sidhu

Print Name

Print Name

Deputy Director

Whatcom County Executive

Title

Title

APPENDIX A
STATEMENT OF WORK AND BUDGET

Introduction

Site characterization of the large and small-bore ranges at Plantation Rifle Range to delineate the location and extent (lateral and vertical) of lead and other potential contaminants of concern.

Task 1: Preliminary site gridding 10'x10', sampling with X-ray fluorescence (XRF), 10 percent of XRF samples sent for lab analysis.

Grid sampling will be useful as there is little knowledge about the locations, size, and depth of impacted soil at Plantation Rifle Range. The large and small bore range sites will be gridded into 10 feet by 10 feet sections.

The XRF instrument is a field, portable analytical technique used to determine the elemental composition of materials. The XRF can be operated in two modes: in situ and intrusive. For in situ mode, the XRF is placed in direct contact with the soil surface to analyze. For intrusive mode, the soil sample must be collected, prepared, and placed in a sample cup prior and analyze. Additionally, a soil sample will be collected and 10 percent of these will be sent to an analytical laboratory. The analytical results will be compared to the XRF analytical data. Further discussion between ECOLOGY and CONTRACTOR will be required to determine the appropriate XRF method for field activities. It is anticipated that a combination of the in-situ and invasive XRF techniques will be used. For example, the in situ method may be used in areas of each 10'x10' grid square to determine the likely highest area of contamination. The invasive sample will be collected in that location and analyzed by the invasive XRF technique.

The CONTRACTOR shall submit weekly progress emails to ECOLOGY during field activities. The weekly progress emails will contain:

- Date of field activities
- Field activities that were conducted that week
- Planned field activities for the following week
- Any issues or problems
- Estimated Budget used to date and how much budget is remaining
- Attached 3-4 pictures of site activities

Deliverable: Proposed field analytical data table and map of intended sampling locations to ECOLOGY for approval. Submit weekly progress emails to ECOLOGY.

Due Date: March 31, 2023 and weekly progress emails during site activities

Task 2: Analysis of results of first round XRF sampling.

The CONTRACTOR shall prepare figures, analytical tables, and short summary of results. The figures will contain grid sampling locations and XRF sample ID numbers. An analytical table will compare XRF analytical data to cleanup screening levels, identifying the analytical data above cleanup level.

The CONTRACTOR shall email figures, tables, and short summary to ECOLOGY. The short summary will be submitted in electronic copy of Word (.doc) and Adobe (.pdf) formats. The figures and tables will be submitted in electronic copy Adobe (.pdf) format.

Two weeks after initial lab analyses are available, the CONTRACTOR will submit a table comparing the lab data value to the XRF value obtained for that grid.

Deliverable: Analytical table and map of sample location, with executive summary of results
Due Date: April 10, 2023, and 14 days (two weeks) after lab data is received.

Task 3: Plan second round of sampling for areas over MTCA B Model Toxics Control Act (MTCA) method B lead cleanup level

The CONTRACTOR shall email ECOLOGY figures containing proposed secondary sampling location/areas using information collected from the first sampling event. Sample plan will include subsurface sampling to depths of at least three (3) feet or until groundwater is encountered, whichever is less.

The CONTRACTOR shall email figures to ECOLOGY. The figures will be submitted in electronic copy Adobe (.pdf) format.

Deliverable: Map of proposed secondary sampling locations/areas for ECOLOGY's approval
Due Date: April 17, 2023

Task 4: Conduct second round of sampling and send for analysis

Using information collected from earlier site activities, the CONTRACTOR shall conduct an extensive sampling event to determine location, size, and depth of contamination.

The CONTRACTOR shall submit weekly progress emails to ECOLOGY during field activities. The weekly progress emails will contain:

- Date of field activities
- Field activities that were conducted that week
- Planned field activities for the following week
- Any issues or problems
- Estimated budget used to date and how much budget is remaining
- Attach 3-4 pictures of site activities

Deliverable: Analytical Table and cross section map of site contamination locations, with executive summary of results. Submit weekly progress emails to ECOLOGY.
Due Date: May 17, 2023 and weekly progress emails during site activities

Task 5: Analysis and validation of second round of sampling.

The CONTRACTOR shall prepare figures, analytical tables, and short summary of results. The figures will contain grid sampling locations and sample ID numbers. An analytical table will compare analytical data to cleanup screening levels, identifying the analytical data above cleanup level.

The CONTRACTOR shall email figures, tables, and short summary to ECOLOGY. The short summary will be submitted in electronic copy of Word (.doc) and Adobe (.pdf) formats. The figures and tables will be submitted in electronic copy Adobe (.pdf) format.

Deliverable: Analytical data results table, map of sample locations, site diagram of contamination to be excavated.

Due Date: June 9, 2023

Task 6: Plan and schedule equipment for excavation for summer 2023

CONTRACTOR will develop a preliminary excavation and waste hauling activities plan to be used for a County bid and contracting process with qualified contractors.

Deliverable: Preliminary excavation and waste hauling plan and final excavation and waste hauling plan

Due Date: June 12, 2023, and June 20, 2023

Task 7: Prepare Plantation Rifle Range – Contamination Summary Report and diagrams summarizing contamination

CONTRACTOR shall prepare the Plantation Rifle Range – Contamination Summary report. This report will include summary of site activities, locate and define areas of contamination, data tables summarizing analytical results and appropriate cleanup levels, and figures portraying sample locations and results.

The CONTRACTOR shall prepare the Draft Contamination Summary Report to ECOLOGY for review and submit one electronic copy in Word (.doc) and Adobe (.pdf) formats. After resolving ECOLOGY's comments on the Draft Contamination Summary Report and after ECOLOGY approval, the CONTRACTOR shall prepare the Final Contamination Summary Report and submit it electronically, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to ECOLOGY.

Deliverable: Final Plantation Rifle Range – Contamination Summary Report

Due Date: June 25, 2023

State of Washington, Department of Ecology
IAA No. C2300091
Entity Name: Whatcom County

Task 8: Submit final invoice to project manager

Email all invoicing documents to Val Cramer for review. **Invoice Voucher form A19-1A (A19)** must have a wet ink signature, all supporting and backup documentation must match totals on invoice and A19.

Deliverable: Wet ink signed A19, invoice, and any back up documents supporting cost if needed

Due Date: June 29, 2023

Document Accessibility Requirements

ECOLOGY has identified those documents intended to be published, posted, or hosted on ECOLOGY's public web site, [Plantation Rifle Range - \(15182\)](#). 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>).

Budget:

Item	Description	Amount
1	Preliminary site grids (at least 10'x10') and sampling w XRF and sending splits of 10% of samples for lab analysis	\$200,000
1	Sample analysis – 1st round (lab fees for samples needed to confirm XRF results, ID all COCs)	\$60,000
2	Report summarizing results of first round sampling effort	\$15,000
3	Plan second round of sampling for areas above or near MTCA B level for lead	\$30,000
4	Conduct second round of sampling to depths of 3 feet	\$235,000
5	Analysis and validation of second round of samples (lab fees)	\$80,000
6	Plan excavation and waste hauling	\$10,000
7	Final report of contamination, diagrams, and summary	\$50,000
8	Project management / invoicing	\$20,000
	Total Project Cost	\$700,000

APPENDIX B
SPECIAL TERMS AND CONDITIONS

- 1) Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion
 - a) CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
 - b) CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 - c) The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
 - d) CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - e) CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 - f) Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
 - g) CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
 - h) CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier CONTRACTORS or subcontractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. CONTRACTOR must run a search in [The System for Award Management](#) and print a copy of completed searches to document proof of compliance.
- 2) Archaeological and Cultural Resources

CONTRACTOR shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic archeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

CONTRACTOR must agree to hold ECOLOGY harmless in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the CONTRACTOR's negligence, including any subcontractor's negligence.

CONTRACTOR shall:

- a) Contact ECOLOGY to discuss any Cultural Resources requirements for the work/project:
 - For state-funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.
 - For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds, as required by applicable state and federal requirements.
- b) If required by ECOLOGY, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any work/project that involves field activities. ECOLOGY will provide the IDP form.

CONTRACTOR shall:

- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Contract, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify ECOLOGY, which will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Contract, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then notify ECOLOGY.
 - e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

3) Environmental Data Standards

Samples collected to generate data for Ecology use shall be collected according to the approved QAPP and SAP and processed at an accredited laboratory.

- a) CONTRACTOR shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. CONTRACTOR is to contact ECOLOGY if unsure about whether a QAPP is required for their project. If a QAPP is required, the CONTRACTOR shall:
 - Contact the ECOLOGY Quality Assurance Officer or Designee (Program QAC) for project specific QAPP requirements.
 - Use ECOLOGY's QAPP Template/Checklist provided by ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's *Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies*, July 2004 ([Ecology Publication No. 04-03-030](#)).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) CONTRACTOR shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless ECOLOGY instructs otherwise. The CONTRACTOR must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at website: <http://www.ecy.wa.gov/eim>.
- c) CONTRACTOR shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. *Guidelines for Creating and Accessing GIS Data* are available at: <https://Ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. CONTRACTOR, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
- 4) Accessibility Requirements for Covered Technology

CONTRACTOR must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under this Contract, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on ECOLOGY's public web site.


WHATCOM COUNTY
Parks & Recreation
3373 Mount Baker Highway
Bellingham, WA 98226-7500



Michael G. McFarlane, Director
Christ Thomsen, Parks Operations Manager

MEMORANDUM

TO: Satpal Sidhu, County Executive

FROM: Christ Thomsen, Operations Manager 

Through: Bennett Knox, Director

RE: Interagency Agreement between Whatcom County and WA Dept. Ecology for site characterization activities at Plantation Range

DATE: December 20, 2022

Enclosed is an Interagency Agreement between Whatcom County and Washington State Department of Ecology and the associated Contract Information Sheet. Please review the documents, execute the agreement, and return it to my office.

- **Background and Purpose**

Whatcom County has committed to entering into an Agreed Order with Washington State Department of Ecology (DOE) for lead reclamation and cleanup activities at Plantation Range. This Interagency Agreement supports that work by providing site characterization of the large and small-bore ranges at Plantation Rifle Range to delineate the location and extent (lateral and vertical) of lead and other potential contaminants of concern.

Work under this agreement is to be complete by June 30, 2023. The agreement is a reimbursement agreement.

- **Funding Amount and Source**

Funding amount is \$700,000. The source is Washington State Toxics Fund provided by DOE through this Interagency Agreement.

- **Differences from Previous Contract**

This is a new contract.

Please contact Christ Thomsen, at extension 5865, if you have any questions or concerns regarding the terms of this agreement.

Encl.