



**INTERAGENCY AGREEMENT (IAA) #ORCAA – FY21CPO**

**BETWEEN**

**THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY**

**AND**

**THE OLYMPIC REGION CLEAN AIR AGENCY**

**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 OLYMPIC REGION CLEAN AIR AGENCY hereinafter referred to as ORCAA, pursuant to the authority granted by Chapter 39.34 RCW.

**THE PURPOSE OF THIS AGREEMENT** is to compensate ECOLOGY on a cost-reimbursable basis for all work related to providing technical support of one near real-time air-monitoring site at Cheeka Peak, Washington. The air monitoring site at Cheeka Peak, Washington will provide near real-time data to be used by ORCAA to track PM<sub>2.5</sub>, ozone, trace-level gases, and meteorological conditions.

**THEREFORE, IT IS MUTUALLY AGREED THAT:**

**1) SCOPE OF WORK**

ECOLOGY 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 Appendix B, *Budget*, attached hereto and incorporated herein.

**2) PERIOD OF PERFORMANCE**

The period of performance of this IAA shall commence on July 1, 2020, or the date of final signature, whichever comes later, and be completed by June 30, 2021, unless terminated sooner as provided herein.

**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.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$19,397 (nineteen thousand three hundred ninety-seven dollars). 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 Appendix B, *Budget*. ORCAA will not make payment until it has reviewed and accepted the completed work.

**4) BILLING AND PAYMENT PROCEDURE**

ECOLOGY shall submit invoices to ORCAA on a monthly basis for work performed in accordance with the Appendix A, *Statement of Work*, and based on the budget specified in Appendix B.

Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by ORCAA within 30 days of receipt of detailed invoice. Each invoice shall reference the IAA number and clearly identify the items related to performance under this IAA. Upon expiration of the IAA, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

**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) 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.

## **11) 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.

## **12) 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 ORCAA – FY21CPO.
- d. Appendix A, *Statement of Work*.
- e. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

## **13) 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.

## **14) 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.

## **15) 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 ORCAA. 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.

**16) 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.

**17) 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.

**18) 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.

If, for any reason, ORCAA and ECOLOGY mutually agree to shut down the site, ORCAA shall shut down the site; remove all of the equipment and store. ORCAA will return to ECOLOGY any loaned equipment within 30 days of shut down.

**19) 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.

**20) RULES FOR CONTRACTING TELEMETRY, REPAIR AND CALIBRATION, DATA MANAGEMENT AND QUALITY ASSURANCE WITH OUTSIDE ENTITIES**

The parties to this IAA shall follow the Air Quality Program Rules for Contracting Telemetry, Repair and Calibration, Data Management and Quality Assurance with Outside Entities set forth in Appendix D, which is attached hereto and incorporated herein.

**21) TANGIBLE PROPERTY RIGHTS**

Where personal property, if provided by ECOLOGY, having an acquisition cost of \$300.00 or more per unit and a useful life of more than three years is furnished directly to ORCAA for use in performance of the project, it shall be returned to ECOLOGY within 30 days of the site shut down or termination of this contract.

**22) AGREEMENT MANAGEMENT**

ORCAA shall furnish, at its own expense, the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for, or incidental to, the performance of work set forth in Appendix C, which is attached hereto and incorporated herein.

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 ORCAA Representative is:

Fran McNair, Executive Director  
Olympic Region Clean Air Agency  
2940 Limited Lane NW  
Olympia, WA 98502  
Phone: (360) 539-7610 ext. 100  
FAX: (360) 491-6308

The ECOLOGY Representative is:

Jill Schulte, Air Monitoring Coordinator  
Department of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600  
Phone: (360) 407-6877  
FAX: (360) 407-7534

**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.

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.

OLYMPIC REGION  
CLEAN AIR AGENCY

STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

\_\_\_\_\_  
Francea L. McNair  
Executive Director

\_\_\_\_\_  
Sean Lundblad  
Air Quality Technical Services Section Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM ONLY:  
Assistant Attorney General

## APPENDIX A

### STATEMENT OF WORK

#### BACKGROUND INFORMATION

Monitoring air quality at Cheeka Peak consists of one nephelometer, one ozone analyzer, one ozone transfer standard, meteorological equipment including wind speed, wind direction, temperature, relative humidity and barometric pressure and trace-level gas monitoring (CO, SO<sub>2</sub>, NO<sub>y</sub>) to be operated by ORCAA. The purpose of these monitors is to provide real-time data. This site will be operational on a year-round basis.

ORCAA will manage the day-to-day operations of the Cheeka Peak monitors as set forth in Appendix C, *ORCAA – Roles and Responsibilities*.

#### WORK PLAN

The following tasks, service(s) and/or equipment will be provided by ECOLOGY in support of the existing air monitoring site at Cheeka Peak, Washington.

##### Equipment Preparation

- Test, calibrate, and configure equipment at ECOLOGY's Headquarters facility including one nephelometer, one multi-gas calibrator, and one ozone transfer standard.
- ECOLOGY is not responsible for the preparation or servicing of the ozone analyzer or trace-level analyzers.

##### Site Operation

- Post on Ecology's website: instrument standard operating procedures, as they are available.
- Provide routine editing of supported parameter data described in this agreement.
- Provide off-site troubleshooting and network support via telephone phone, including up to four hours of support for trace-level analyzers.
- Information technology and data management support: provide technical assistance with data retrieval problems associated with monitoring equipment and related data acquisition equipment.
- Provide data storage, backup, and recovery services on the central server for all data collected at Cheeka Peak.
- Provide data logger software upgrades and other administrative tasks remotely.
- Provide other off-site IT support related on an hourly cost basis via telephone.

##### Ultrasonic Anemometer Recertification

- Once every 365 days, Ecology will ship ORCAA's ultrasonic anemometer to an independent contract lab for recertification. If needed, the anemometer may also be sent to the anemometer manufacturer for recalibration.

##### QA Data Validation

ECOLOGY will provide the following quality assurance activities in support of the ozone, nephelometer, trace gas and meteorological monitoring:

Quality Assurance personnel will conduct a thorough, qualitative and quantitative review of the monitoring activities that will include, but is not limited to, the following:

- Two onsite ozone and trace gas performance audits for:
  - Ozone
  - Trace gas (CO, NO/NO<sub>y</sub>, and SO<sub>2</sub>)
- One performance audit on the meteorological parameters: wind speed, wind direction, ambient temperature, ambient pressure and relative humidity
- Thoroughly inspect all associated maintenance and calibration-check paperwork for the following:
  - Completeness of data – contact operator regarding unaccounted for missing information and data.
  - Documentation – ensure all forms, etc. have been properly and thoroughly documented by the operator.
  - Quality control activities – ensure all required precision checks have been performed within required timeframes and are within control limits.
  - Proper operation and maintenance of instrument – verify that all maintenance activities have been completed according to maintenance schedules provided in the Air Program’s SOPs.
  - Telemetry flags – determine validity of flagged data when possible.
  - Statistical outliers (low or high) – determine possible instrument malfunctions and/or system errors and contact operator, as necessary.
  - Compare data to other parameters – as necessary, determine validity of data by examining relationship(s) to other parameters.

All ozone, nephelometer (bscat and NPM<sub>2.5</sub>), trace gas (CO, NO/NO<sub>y</sub>/NO<sub>2</sub>, SO<sub>2</sub>), meteorological (scalar and vector wind speed and direction, ambient temperature, ambient pressure and relative humidity) data that meet the criteria established in the Air Quality Program’s Air Monitoring Quality Assurance Plan and standard operating procedures will be considered valid and will be submitted to EPA’s Air Quality System (AQS). Data not meeting the criteria will be flagged as invalid in Ecology’s telemetry system and excluded from submittals to AQS.

APPENDIX B

BUDGET

ECOLOGY shall furnish the necessary personnel, equipment, material and/or services to support one near-real time air-monitoring site at Cheeka Peak, Washington as follows:

**Assumptions**

**INDIRECT:**

- Personnel hourly rates include salary, benefits (36.6%), standard costs, and FY21 indirect (27.4% for July 1, 2020-June 30, 2021). The indirect rate will be reviewed and may change beginning July 1 of each year.
- Personnel hourly rates are reflective of Step L of the respective job class of the person conducting the work.

	CO	Met	Neph	NOy	O3	SO2	Job Class	Hours	Total Cost
<b>Repair &amp; Calibration (ES4)</b>									
Annual analyzer/sampler assistance and maintenance (in hours)	1	10	6	1	1	1	ES4	20.0	\$1,285
Transfer Standard certification (ozone only) - in hours, 2 times per year					6		ES4	6.0	\$386
Multigas Calibrator annual maintenance							ES4	6.0	\$386
<b>Ultrasonic Anemometer Re-certification</b>									
									\$450
<b>Quality Assurance (ES4)</b>									
Data Validation (in hours)	12	12	12	18	12	18	ES4	84.0	\$5,397
<b>Audits (ES4)</b>									
Travel Time (in hours)	2/yr.	1/yr.		2/yr.	2/yr.	2/yr.			
Audit time (hours); met audit separate from gaseous pollutants	4	2		6	4	6	ES4	22.0	\$1,414
<b>IT &amp; Data Management</b>									
Data collection trouble shooting; software maintenance; data reporting; communications; security monitoring/anti-hacking activities. (IT Journey)	9	9	9	9	9	9	IT Journey	54.0	\$4,861
IT Supervision (IT Manager)	1.5	1.5	1.5	1.5	1.5	1.5	IT Manager	9.0	\$975
<b>Management (Air Monitoring and QA Coordinator) (WMS1)</b>									
	5	5	5	5	5	5	WMS1	30.0	\$2,315
<b>Total</b>									<b>\$19,397</b>

- Met = wind speed and direction, ambient temperature, ambient pressure, and relative humidity
- To the extent possible, gaseous pollutants will be audited during the same trip
- Trace gas and meteorological equipment must be provided by ORCAA
- Does not include parts or major repairs for anything other than the nephelometer



## APPENDIX C

### ORCAA – ROLES AND RESPONSIBILITIES

Monitoring air quality at Cheeka Peak consists of one nephelometer, one ozone analyzer, one transfer standard, meteorological equipment including wind speed, wind direction, temperature, relative humidity, barometric pressure and trace-level gas monitors (CO, SO<sub>2</sub>, NO<sub>y</sub>) to be operated by ORCAA. This site will be operational on a year-round basis and will be funded by ORCAA. ORCAA commits to providing site operators that are dedicated to operating the monitoring equipment.

ORCAA will furnish the following materials, supplies, property, or services:

- Radiance Research or Met One M903 nephelometer
- T400 Ozone Analyzer and T703 Ozone Transfer Standard
- Trace-level analyzers for CO, SO<sub>2</sub>, and NO<sub>y</sub>
- Multi-gas calibrator and zero air generator
- Pumps
- PSD-quality, Ecology-approved, meteorological equipment for monitoring wind speed, direction, and temperature, relative humidity and barometric pressure sensors
- Ecology-approved PC to serve as the platform for the Envitech Data logger platform.
- Cellular modem, static IP and monthly internet service
- Indoor space to mount equipment and provide power
- Miscellaneous supplies including calibration gases

ORCAA will manage the day to day operations of the Cheeka Peak monitor including:

- Providing and compensating staff, the purchase of equipment needed to mirror a standard ECOLOGY monitoring station
- Providing a temperature controlled site/shelter (maintained between 20 and 30 degrees Celsius) to house the monitoring equipment
- Paying for the associated rent, utilities, phone lines, and telecommunications services (static IP, monthly IP charge)

ORCAA operators will follow ECOLOGY's Air Monitoring Quality Assurance Plan and standard operating procedures and meet the timelines for data review and submittal for the purposes of data validation. ECOLOGY will perform final data validation and will submit all validated data to EPA's Air Quality System (AQS). Data not meeting Ecology's Quality System requirements system will not be submitted to AQS.

ORCAA operators agree to test the zero-air generator against a certified zero-air tank on NO/NO<sub>y</sub>, SO<sub>2</sub>, and CO monitors once a year in accordance with the Air Program's SOPs. ORCAA agrees to use ECOLOGY's standard Zero Air Generator Annual Maintenance Form and promptly provide the completed form to ECOLOGY's Calibration & Repair lab.

ORCAA operators will follow ECOLOGY's ultrasonic anemometer recertification process:

- The Cheeka Peak anemometer will be recertified every 365 days.
- ORCAA will deliver the Cheeka Peak anemometer to ECOLOGY's Calibration & Repair lab.

Staff accessing any part of the system will follow ECOLOGY’s information technology and security policies.

If telecommunication speeds are not sufficient to allow for ECOLOGY to remotely administer the data logger, ORCAA will be responsible for performing all administrative tasks (software upgrades, maintaining anti-virus software, etc.)

The following tasks and/or services will be provided by ORCAA in support of the existing air monitoring site at Cheeka Peak, Washington:

Equipment Installation and Operator Training

- Provide physical site to locate monitoring equipment, including temperature controlled shelter, AC power and communication service for data retrieval
- Designate trained operator(s) who will be committed to be available to support installed and operating equipment, as needed

Site Operation

- Day-to-day operation following ECOLOGY’s Air Monitoring Quality Assurance Plan and Procedures. These duties include, but are not limited to:
  - Performing required QC checks
  - Log book notations
  - Equipment maintenance, as required
- Other responsibilities:
  - Timely notification to ECOLOGY of equipment malfunctions
  - Keeping a record of visual observations of smoke/other (weather, dust) impacts
  - Following Ecology’s most current meteorological anemometer annual recertification process, including using Ecology’s preferred test laboratory

Data Retrieval

- A server meeting ECOLOGY’s specifications
- Appropriate Envitech data logger software license
- Any additional equipment needed to collect data
- Access (to Ecology) to the site data logger
- Follow all of ECOLOGY’s procedures and specifications

Site Shutdown

If the site is to be shut down based on mutual agreement between ECOLOGY and the ORCAA for any reason, ORCAA shall shut down the site, remove and store all equipment. ORCAA will return to ECOLOGY any loaned equipment within 30 days of shut down.

## APPENDIX D

## RULES FOR CONTRACTING TELEMETRY, REPAIR AND CALIBRATION, DATA MANAGEMENT, AND QUALITY ASSURANCE WITH OUTSIDE ENTITIES

- The Air Quality Program (AQP) is fully reimbursed for all services rendered established through contract
- The Air Quality Program's Quality Assurance Plan and standard operating procedures (SOPs) will be utilized per contract
- The data will go through the normal AQP quality assurance and data validation protocols
- The data will be available to the AQP modelers
- The data will be available on the AQP web page
- If a public request is made of the AQP, the data will be released
- Contract rates will be standardized for services based on Step L of the applicable job class as described in Appendix B
- Contracts will be consistent with Federal grant requirements
- Contracts will follow ECOLOGY's established policy