SJC Agreement No.
12ST.002

INTERLOCAL AGREEMENT
FOR PROFESSIONAL SERVICES

THIS Agreement is made and entered into at Friday Harbor, Washington, pursuant to
RCW 39.34.080 between San Juan County (“COUNTY”), and Washington State University
(“WSU”).

WHEREAS, the COUNTY desires to enter into an interlocal agreement with WSU to
perform certain services and/or tasks set forth below requiring specialized skills and other
supportive capabilities; and

WHEREAS, WSU represents that WSU is qualified and possesses sufficient skills and
the necessary capabilities, including technical expertise, where required, to perform the services
and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and
performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES

WSU shall perform such services and accomplish such tasks, including the furnishing of all
materials and equipment necessary, as are designated in the responsibilities of WSU throughout
this Agreement and as described in Exhibit A, attached and incorporated herein.
2. **TERM**

The Project shall begin January 1, 2012 and shall be completed no later than **June 30, 2014**.

3. **COMPENSATION AND METHOD OF PAYMENT**

Payments for services provided shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the COUNTY. No payment shall be made for any service rendered by WSU except for services identified and set forth in this Agreement, including Exhibit A. Fees for services shall be in accordance with the fee schedule attached as Exhibit B and shall not exceed **$16,000.00**.

4. **ADMINISTRATION.**

This Agreement shall be administered by **San Juan County Public Works Director**.

5. **INDEMNIFICATION.**

Each party agrees to be responsible and assume tort liability for its own wrongful acts or omissions, or those of its officers, agents, or employees to the fullest extent required by law.

WSU shall assume full responsibility for, payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman's compensation, social security and income tax laws, for WSU and any employees or volunteers of WSU.

6. **INSURANCE**

A. **WSU** will carry and maintain throughout the period of the Agreement at its own expense the following minimum insurance which must be primary and non-contributory:

   1. Comprehensive commercial general liability insurance in the amount of no less than **$1,000,000** for combined, single-limit bodily injury, including wrongful death, or property damage to defend and indemnify all activities and services covered by this Agreement with a commercial insurance carrier protected under the State of Washington Guaranty Fund or with a risk pool approved by the Insurance Commissioner. Such insurance shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY.

   2. Auto liability insurance with limits of no less than **$1,000,000** for each person and/or **$1,000,000** for each occurrence for owned, hired and non-owned automobiles used for any activities and services covered by this Agreement. Such insurance shall not be reduced or cancelled without thirty (30) days prior written notice to the COUNTY.

   3. Statutory workers’ compensation insurance and employer’s liability insurance to cover employees and volunteers as required by state and federal law.
7. **MAINTENANCE AND INSPECTION OF RECORDS**

A. WSU shall maintain books, records and documents, which sufficiently and properly reflect all work related to the performance of the Agreement. In addition, WSU shall maintain all accounting records in a form necessary to assure proper accounting of all funds paid pursuant to this Agreement. All of the above shall be subject at all reasonable times to inspection, review, or audit by the COUNTY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. WSU shall retain all books, records, documents and other material relevant to this Agreement for six (6) years after its expiration. WSU agrees that the COUNTY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

8. **EXTRA WORK**

A. The COUNTY may at any time, after consultation with WSU, by written order, make changes within the general scope of the Agreement in the services to be performed.

B. If any such change causes an increase or decrease in the estimated cost of, or the time required for performance of any part of the work under this Agreement, whether or not changed by the order, or otherwise affects any other terms and conditions of the Agreement, the COUNTY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify the Agreement accordingly.

C. WSU must submit its “request for equitable adjustment” or claim under this clause within thirty (30) days from the date of receipt of the written order.

D. The maximum amount payable for this Agreement shall not be increased or considered to be increased except by specific written supplement to this Agreement.

9. **OWNERSHIP OF WORK PRODUCTS**

WSU shall own all data resulting from performance of the Services. In consideration of COUNTY’S support of the services, WSU agrees to grant to COUNTY, the nonexclusive right to use of the data resulting from performance of the services.

10. **TERMINATION**

A. Termination for Convenience. Either party may terminate this Agreement, in whole or in part, at any time, by at least thirty (30) days written notice to the other party. WSU shall be paid for work performed and expenses incurred to the date of termination. Within thirty (30) days, WSU shall submit a termination claim to the COUNTY. If WSU has any property in its possession belonging to the COUNTY, WSU will account for the same, and dispose of it in the manner directed by the COUNTY.
B. **Termination for Cause.** If WSU fails to perform in the manner called for in this Agreement, or if WSU fails to comply with any other provisions of the Agreement and fails to correct such noncompliance within ten (10) days written notice thereof, the COUNTY may terminate this Agreement for cause. Termination shall be effected by serving a notice of termination on WSU setting forth the manner in which WSU is in default. WSU will only be paid for services performed up to the date of termination.

11. **MEDIATION**

The parties shall attempt to resolve any controversies or disputes arising out of or relating to this Agreement through a good faith attempt at mediation. Each party will pay its own attorneys’ fees and costs.

12. **DISPUTE RESOLUTION**

Except as otherwise provided in this Agreement, when a dispute arises between the PARTIES and it cannot be resolved by direct negotiation, any party may request a dispute resolution panel (DRP). A request for a DRP must be in writing, state the disputed issues(s), state the relative positions of the PARTIES and be sent to all PARTIES. PARTIES must provide a response within thirty (30) days unless the PARTIES mutually agree to an extension of time. Each party shall designate a representative. The representatives shall mutually select an additional member. The DRP shall evaluate the facts, Agreement terms, and applicable statutes and rules and make a determination by majority vote. The decision is binding on the PARTIES.

13. **WAIVER**

The waiver by, or the failure to take action with respect to, breach of any term, covenant or condition of the Agreement shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach. All remedies afforded in this Agreement shall be taken as cumulative; that is, in addition to every other remedy provided herein or by law.

14. **SEVERABILITY**

It is understood and agreed by the parties that if any term or provision of this Agreement is held by any court to be illegal or in conflict with any law of the state of Washington, the validity of the remaining portions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term, part or provision held to be invalid.

15. **ENTIRE AGREEMENT**

This instrument contains the entire Agreement between the parties and statements, promises, or inducements made by any party or agent of that party that are not contained in this Agreement shall not be valid or binding. This Agreement may not be enlarged, modified, or altered except in writing signed by all parties.
16. NOTICE

Notice provided for in this Agreement shall be sent by certified mail to the following addresses designated for the parties.

San Juan County Public Work  
PO Box 729  
Friday Harbor, WA 98250

Washington State University  
PO Box 643140  
Pullman, WA 99164-3140

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this _14th_ day of _February_ 2012.

WASHINGTON STATE UNIVERSITY  
Dan Nordquist, Director  
Office of Grant and Research Development

[Signature]  
Date: 2/13/2012

SAN JUAN COUNTY PUBLIC WORKS  
Frank Mulcahy  
Director

[Signature]  
Date: 2/13/2012

APPROVED AS TO FORM ONLY
San Juan County Prosecuting Attorney
Randall K. Gaylord

[Signature]  
Date: 2/13/2012

FINAL APPROVAL
Pete Rose  
County Administrator

[Signature]  
Date: 2/13/2012
Exhibit A
Scope of Services
San Juan County Stormwater Monitoring

WSU Beachwatchers program will provide the following services:

Task 1: Stormwater Field and Outreach Coordination

Recruit stormwater monitors and volunteers for stormwater monitoring and public outreach in San Juan County. Duties include the following for approximately three years (Nov 2011 – June 2014), with annual hours estimates highlighted in grey and subject to change:

- A. Recruit and coordinate stormwater monitors and volunteers on San Juan, Lopez, and Orcas islands including one paid monitor on each island and at least one volunteer assistant during sampling events whenever possible; Estimated 80 hours per year.

- B. Coordination with the analytical laboratory regarding analyte bottles, sample hold-times, post-sampling shipments, and data reporting; 40 hrs/yr

- C. Coordination of outreach activities on San Juan, Lopez, and Orcas islands; Estimated 80 hours per year.
  
  1. Collaboration with the County to identify and schedule community events and presentations to private service clubs and organizations to educate the public regarding stormwater monitoring activities in San Juan County. One to four community events and one to four presentations to service clubs per year are anticipated. Estimated 40 hr/yr

  2. Coordination of stormwater monitors and volunteers who will be involved in/present at outreach/education activities involving the general public. Estimated 40 hr/yr

  3. Prepare materials (e.g., slides) for outreach/education at events, using pre-existing materials from previous stormwater presentations by the County, Stillwater Sciences, and other appropriate materials; Estimated 48 hours per year.

  4. For year 1, outreach is anticipated to occur from January 2012 to May 2012.

Total = 248 hrs/yr = 4 hrs/wk on average, but workload will be unevenly distributed.

Task 2: Stormwater Monitoring

Stormwater monitoring will be conducted through three paid stormwater monitoring positions and volunteers. The stormwater monitor(s) will collect stormwater samples on San Juan, Lopez, and Orcas islands. It is assumed that one paid monitor will be assigned to each island. Activities include the following for three years (January 2012 – June 2014), with hours estimates per monitor highlighted in grey and subject to change:

- A. MP review and training; 20hrs

- B. Sample collection: 120hrs/yr*
  
  1. Grab samples at 4-8 locations per island for 2-3 stormwater events during the wet season (November-April), one first flush event (August-October), and one dry season event (May-October), for a total of 4-5 sampling events;

  2. Continuous monitoring composite samples from one ISCO station per island for 2-3 stormwater events during the wet season (November-April) and one first flush event (August-October); Installation and maintenance of sampling equipment.
3. *In situ* parameters (i.e., water temperature, conductivity, dissolved oxygen, pH, and turbidity) using a hand-held Sonde and turbidimeter at 4-8 locations per island for 2-3 stormwater events during the wet season (November-April), one first flush event (August-October), and one dry season event (May-October), for a total of 4-5 sampling events. This duty includes instrument pre- and post-calibration;

- C. Delivery/shipment of stormwater samples to analytical laboratory, within required hold-times. Includes travel time to/from ferry/airport and estimated expenses (i.e., mileage, ferry tickets); 40 hrs/yr

- D. *In situ* data entry and quality assurance audits of analytical data at the direction of the County; 80 hrs/yr

- E. Omitted

- F. Outreach duties: 82.5 hrs/yr
  
  - 1. Stormwater monitors will be involved in outreach/education activities involving the general public. This will include attending community events and making presentations to private service clubs and organizations. Outreach will include demonstration of stormwater sampling techniques, description of the sampling plan and locations, and general background regarding contaminants commonly found in stormwater (training regarding these topics and procedures will be part of "MP review and training" above and will be provided by County DPW).

  - 2. This is likely to include 80 hours per year at community events and 1-4 presentations to service clubs. If additional outreach activities are needed in years 2 and 3 of the pilot monitoring program, they may be included following approval from the County.

Total = 342.5 hrs/yr = ~6 hrs/wk on average, but workload will be unevenly distributed.

**Task 3: Staff Qualifications**

Paid Staff Qualifications include a B.S. degree in biological/water quality sciences, natural resources sciences, or similar related field, or 3-6 months of experience in field sampling/field data collection activities, and training by San Juan County on stormwater collection methods. Substantial work toward a degree in one of the above fields or 3-6 months scientific sampling experience may substitute on a case basis with the approval of the County Utility Manager.

All sampling staff must receive training from the County prior to sampling.
San Juan County Public Works will provide the following support to WSU Beachwatchers.

Task 1. Lab Contracts
   A. The County will establish a contract with an analytical lab to provide services. WSU will coordinate receipt of sampling supplies and shipment of samples to this lab. County will provide contact information.
   B. The County will provide all necessary field sampling equipment and supplies not provided through the Lab contract.
   C. The County will establish a reporting mechanism for WSU to submit field data. Analytical data from the lab will go directly to the County.
   D. The County will reimburse WSU Beachwatchers for mileage at the County mileage reimbursement rates.
   E. The Contract amount is based on estimated hours for these services and proposed rates shown is section F (below) for the staff performing these functions.
   F. Compensation will be based on the actual time reported for salaries, wages and benefits.
   G. Staff time will be billed monthly to attention of Sue Nielsen.
   H. The County will provide training for field staff and volunteers. This is expected to occur in November 2011

Expanded services available upon 45 days notice:

The sampling program is scalable and County has applied for additional funding. This may increase both sampling locations and frequency. WSU Beachwatchers has indicated an interest and ability to provide additional services. This may include up to 30 sites sampled 6 times per year. Specific sites and sampling frequencies will be submitted by the County and negotiated within 45 days of submittal. Hourly rates and conditions of the interlocal agreement will remain the same.
### Exhibit B
#### Fee Schedule

**Estimated Cost of Services:**

Based on the hours shown for WSU services.

<table>
<thead>
<tr>
<th>Task number</th>
<th>Task Description</th>
<th>Position</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. A.</td>
<td>Recruit and Coordinate</td>
<td>Coordinator</td>
<td>80</td>
<td>$16.30</td>
<td>$1,304</td>
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<td>1.B.</td>
<td>Lab Coordination</td>
<td>Coordinator</td>
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<td>$16.30</td>
<td>$652</td>
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<tr>
<td>1.C.1</td>
<td>Schedule Comm. Events</td>
<td>Coordinator</td>
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<td>$16.30</td>
<td>$652</td>
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<tr>
<td>1.C.2</td>
<td>Coordinate Monitors</td>
<td>Coordinator</td>
<td>40</td>
<td>$16.30</td>
<td>$652</td>
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<tr>
<td>1.C.3</td>
<td>Prepare outreach material</td>
<td>Coordinator</td>
<td>48</td>
<td>$16.30</td>
<td>$782</td>
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WSU Coordinator Benefits @ approx 78.45% of salary

Total Task 1

|  | 248 | $7,213 |

2.A. Monitoring Training

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<th>$319</th>
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<tr>
<td>2.B. Sample Collection</td>
<td>Monitor</td>
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<td>$15.97</td>
</tr>
<tr>
<td>2.C. Sample Delivery/shipping</td>
<td>Monitor</td>
<td>40</td>
<td>$15.97</td>
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<tr>
<td>2.D. In situ data entry</td>
<td>Monitor</td>
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<td>2.E. Omitted</td>
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<tr>
<td>2.F. Outreach</td>
<td>Coordinator</td>
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<td>$16.30</td>
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</tbody>
</table>

WSU Coordinator Benefits @ approx 78.45% of salary
WSU Monitor Benefits @ 9.6% of wages

Total Task 2

|  | 342.5 | $6,951 |

Total Contract Amount

|  |  | $14,164 |