

INTERAGENCY AGREEMENT NO. C1100195

PARTNERSHIP BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
AND
PUGET SOUND CLEAN AIR AGENCY

THIS AGREEMENT is made and entered into by and between the DEPARTMENT OF ECOLOGY, hereinafter referred to as "Ecology", and PUGET SOUND CLEAN AIR AGENCY hereinafter referred to as "PSCAA."

IT IS THE PURPOSE OF THIS AGREEMENT to increase understanding of emissions and odors from compost facilities through the use of a mobile gas chromatograph-mass spectrometer (GC-MS). Ecology and other agencies will benefit from the information and experience garnered by PSCAA's use of the GS-MS.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

PSCAA 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 Attachment A. This Agreement provides for specific work to be overseen by Ecology and completed by PSCAA during fiscal biennium 2009-2011.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on June 2, 2011, and be completed on June 30, 2011, unless terminated sooner as provided herein.

PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have determined that the cost of accomplishing the work herein will not exceed \$15,000 for fiscal biennium 2009-2011. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for service(s) shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Attachment A which is attached hereto and incorporated herein.

BILLING PROCEDURE

PSCAA shall submit invoices to Ecology's project officer, Chery Sullivan, Waste 2 Resources, at PO Box 47600, Olympia, WA, 98504-7600. Invoices will be submitted on an A-19-1A voucher, with an itemized list of specific charges. Invoices will be accompanied by a report that demonstrates completion of deliverables identified in the Scope of Work in Attachments A. Payment to PSCAA for approved and completed work will be made by warrant or account transfer by Ecology within 30 days of receipt of the invoice. Upon expiration of the Agreement, 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.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records 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 material relevant to this Agreement will be retained for six years after expiration and 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.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Data gathered by PSCAA and paid for by Ecology as part of this agreement shall be the property of the State of Washington. Both Ecology and PSCAA may use these materials, and permit others to use them, for any purpose consistent with their respective missions as agencies of the State of Washington. This material includes, but is not limited to: books, computer programs, documents, films, pamphlets, reports, sound reproductions, studies, surveys, tapes, and/or training materials. Materials which PSCAA provides and uses to perform this agreement but which is not created for or paid for by Ecology shall be owned by PSCAA or such other party as determined by Copyright Law and/or PSCAA's internal policies; however, for any such materials, PSCAA hereby grants (or, if necessary and to the extent reasonably possible, shall obtain and grant) a perpetual, unrestricted, royalty free, non-exclusive license to Ecology to use the materials for Ecology internal purposes.

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.

AGREEMENT 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.

TERMINATION

Either party may terminate this Agreement upon 30 days' 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.

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 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

In the event that a dispute arises under this Agreement, 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 make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, 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.

GOVERNANCE

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.

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 state and federal statutes and rules;
- b. Statement of work; and
- c. Any other provisions of the agreement, including materials incorporated by reference.

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.

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 writing signed by an authorized representative of the party and attached to the original Agreement.

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.

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.

CONTRACT MANAGEMENT

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Manager for Ecology is:

Chery Sullivan
Waste 2 Resources
Department of Ecology
PO Box 47600
Olympia, WA 98504-7600
Phone: 360.407.6915
Email: chery.sullivan@ecy.wa.gov

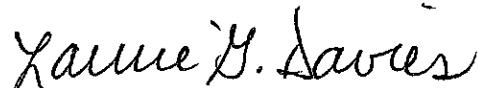
The contract Manager for PSCAA is:

Steve Van Slyke
Manager – Compliance
Puget Sound Clean Air Agency
1904 Third Avenue, Suite 05
Seattle, WA 98101
Phone: 206.689.4052
stevev@pscleanair.org

IN WITNESS WHEREOF, the parties have signed this Agreement.

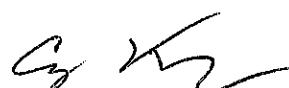
State of Washington
Department of Ecology

Signature (Laurie G. Davies)



State of Washington
Puget Sound Clean Air Agency

Signature (Craig Kenworthy)



W2R Program Manager, Ecology
Title

6/7/11
Date

Director, Puget Sound Clean Air Agency 06.02.11
Title Date

APPROVED AS TO FORM:

ATTORNEY GENERAL'S OFFICE

Attachment A

Statement of Work and Budget

For

Evaluating Emissions from Compost Facilities Using a Mobile Gas Chromatograph – Mass Spectrometer

To be completed

**by
Puget Sound Clean Air Agency**

Laurie Halvorson, Steve Van Slyke

June 1, 2011

Background

While other states have evaluated emissions from compost facilities, relatively little is known about emissions from facilities in Washington. Based on different climate, feedstocks and processing technologies, it is reasonable to assume that emissions would also be different. The Puget Sound Clean Air Agency (PSCAA), is proposing to hire a contractor to evaluate field emissions using a mobile gas chromatograph – mass spectrometer (GC-MS) to take a ‘snap shot’ of emission profiles from several compost facilities in western Washington. These snap shots can be compared to results from standardized emission sampling. If results from the comparison are analogous, PSCAA, the Washington State Department of Ecology (Ecology), and other agencies may be able to use the less expensive GC-MS technology to evaluate emissions from compost facilities. Using this technology to identify emissions from compost facilities will advance PSCAA’s and Ecology’s understanding of compost facility emissions and benefit the state.

Goal and Objectives

Goals:

- Evaluate the mobile GC-MS technology to provide speciated field emission results through the field operations by trained instrument operators (through subcontract)
- Use the mobile GC-MS technology to evaluate compost facility emission profiles.
- Increase the State’s understanding of emission profiles from different processing and storage areas within compost facilities.

Objectives

1. Coordinate with other agencies to sample emissions from at least one compost facility using standard sampling methods and the mobile GC-MS for all samples. PSCAA is NOT responsible for emissions sampling using standard methods.

2. Compare results from mobile GC-MS technology to standard emission sampling results.
3. Report on the value and reliability of mobile GC-MS technology for evaluating compost facility emissions.

Subcontract Scope of Services

The specific technology to be evaluated is either a HAPSITE ER® or a HAPSITE Smart Plus® field portable GC-MS, manufactured by Inficon. A contractor with one of these instruments and an operator that are available to provide this project support have been identified; KD Analytical Consulting, Inc. provides instrument rentals and onsite application support.

KD Analytical will provide the following:

1. One field portable GC-MS, as identified above, for up to three days of direct sampling and analysis in the field at composting operations in the Puget Sound region.
2. All consumable materials and support equipment necessary to perform the field sampling and analytical work for this project.
3. A qualified operator for the GC-MS to enable all sampling and analytical work in the field.
4. For each of composting sites sampled, complete up to 20 sample analyses at various locations onsite identified by the PSCAA personnel coordinating field activities.
5. For each sample analyzed, provide individual compound concentration data for each compound resolved (that meets QA/QC criteria for the instrument) and any additional tentatively identified compound peaks.
6. Provide electronic results and background analytical data supporting the analysis for each sample collected, along with any other QA/QC data collected for the instrument during the field work.
7. Make own travel, shipping/receiving, and vehicle arrangements to support the work, to be reimbursed.

PSCAA will provide the following:

1. Background information about each site to be visited and a list of tentative sample locations for each composting site visited.
2. Advanced coordination with each composting site to facilitate sampling work with the GC-MS.
3. PSCAA representatives will be present for each site visit to coordinate work with the owner/operator and assist the KD Analytical staff member to complete the planned work.
4. Coordinate with other agencies to enable parallel sampling and analytical work, to the extent possible.
5. Provide support for equipment and material shipping and receiving, subject to the reimbursement arrangements identified above.

Deliverables and Timeline

The deliverables for this project and the associated timelines are provided below. This schedule of deliverables assumes a project start date of June 1, 2011 and a final project end date of June 30, 2011, with an additional 60 days of administrative review by Ecology for final project delivery.

June 3, 2011 - PSCAA finalizes subcontract agreement with KD Analytical

June 10, 2011 - Field sampling sites and dates are finalized, to include coordination with the source owner/operator

June 20-24, 2011 - Field sampling and analysis is completed and electronic data records provided

June 30, 2011 – Final observations and recommendations for future use received from subcontractor

The comparison of the field GC-MS data to other sampling and analysis data will be completed outside this Agreement. While coordination to facilitate possible parallel sampling is included, it is unlikely to get the standard sample analysis results back in sufficient time for comparison. Additionally, that comparison is likely to involve staff and contractors that are not directly involved in this field phase of this evaluation.

Budget

The funds requested from the Department of Ecology will be used as follows:

Stage I

(1) Total PSCAA Salary and Wages + benefits	\$0 USD
(2) Operator Subcontracts – KD Analytical Labor	\$7,500 USD
(3) KD Analytical Travel Expenses (air, car, hotel, meals)	\$2,650 USD
(3) Equipment Rental/Shipping – KD Analytical	
(a) Inficon Mobil Gas Chromatograph/Mass Spectrometer	\$1,850 USD
(5) PSCAA Equipment Rental/Purchase	
(a) Bag sampler rental	\$1,000 USD
(b) Sample bag purchase	\$1,200 USD
(c) Incidental tubing and fittings, etc	\$800 USD
(6) TOTAL DIRECT COSTS:	\$15,000 USD
TOTAL PROJECT COSTS	\$15,000 USD

