



IAA No. C2100062

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

SNOHOMISH 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 the Snohomish County hereinafter referred to as “**COUNTY**,” pursuant to the authority granted by Chapter 39.34 RCW.

THE PURPOSE OF THIS AGREEMENT is to conduct sampling in order to support the development of a Remedial Investigation/Feasibility Study (RI/FS) at the TECT Aerospace Everett site (Site) in Everett, Washington. The objective of this sampling is to address some of the data gaps identified during previous site characterization activities, specifically potential vapor intrusion into building C-19 and groundwater conditions near former building C-27.

WHEREAS, **ECOLOGY** has legal authority through RCW 70A.305 and the **COUNTY** has legal authority (RCW 36.64) that allows each party to undertake the actions in this agreement.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) SCOPE OF WORK

COUNTY shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, *Statement of Work and Budget*, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

The period of performance of this IAA will commence on the final date of **ECOLOGY**'s signature, and be completed by **December 31, 2021**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of **ECOLOGY**.

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3) COMPENSATION

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and RCW 39.26.180(3). This is a performance-based agreement, under which payment is based on the successful completion of expected deliverables.

State funds will be utilized for this agreement.

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$54,000.00 dollars, including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the COUNTY for services rendered, if the COUNTY 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
Toxics Cleanup Program
Attn: Angela Harkins
P.O. Box 47600
Olympia, WA 98504-7600

Payment requests may be submitted on a monthly basis. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

Payment will be made within thirty (30) days of submission of a properly completed invoice (form A19-1A) with supportive documentation. All expenses invoiced shall be supported with copies of invoices paid.

Payment will be issued through Washington State’s Office of Financial Management’s Statewide Payee Desk. To receive payment, COUNTY 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.

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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 COUNTY through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the COUNTY. 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.

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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 C2100062.
- d. Appendix A, *Statement of Work and Budget*.
- e. *Appendix B, Special Terms and Conditions*.
- f. 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.

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18) SUBCONTRACTORS

COUNTY 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 COUNTY a minimum of seven (7) calendar days before the suspension date. COUNTY 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.

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:	The COUNTY Representative is:
Name: Kim Wooten Address: PO Box 47600 Olympia, WA 98504-7600 Phone: (425) 649-7040 Email: kiwo461@ecy.wa.gov	Name: Andrew C. Rardin Address: 3220 100 th St SW, Suite A Everett, WA 98204-1303 Phone: (425) 388-5115 Email: Andrew.rardin@snoco.org

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24) ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

The signatories to this Agreement represent that they have the authority to bind their respective organizations to this Agreement.

IN WITNESS WHEREOF, the parties below, having read this Agreement in its entirety, including all attachments, do agree in each and every particular as indicated by their signatures below.

**State of Washington
Department of Ecology**

By:  6/17/2021
DocuSigned by:
CE51DD3B0530427...
Signature Date

Brock Milliern
Toxics Cleanup Program Manager

Snohomish County

By: Kendee Yamaguchi 
Digitally signed by Kendee Yamaguchi
Date: 2021.06.02 20:50:41 -07'00'
Signature Date

Kendee Yamaguchi
Print Name: Executive Director
Title:

COUNCIL USE ONLY	
Approved	<u>6/2/2021</u>
ECAF #	<u>2021-0297</u>
MOT/ORD	<u>Mot. 21-187</u>

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APPENDIX A STATEMENT OF WORK AND BUDGET

PURPOSE

The Snohomish County Airport, a subdivision of Snohomish County, (COUNTY) is partnering with the Department of Ecology (ECOLOGY) to conduct sampling to support the development of a Remedial Investigation/Feasibility Study (RI/FS) at the TECT Aerospace Everett site (Site) in Everett, Washington. The objective of this sampling is to address some of the data gaps identified during previous site characterization activities, specifically potential vapor intrusion into building C-19 and groundwater conditions near former building C-27.

Prior investigations have included sampling of the following media within selected areas of the Site:

- Soil,
- groundwater,
- soil vapor, and
- indoor air.

Prior investigations have confirmed the presence of the following contaminants:

- Trichloroethene (TCE),
- TCE breakdown products, including dichloroethene (DCE) and vinyl chloride, and
- Petroleum hydrocarbons.

The Airport is currently in the beginning stages of updating its FAA Airport Master Plan. This Master Plan will inventory existing site conditions and forecast development for the next 20 years. Redevelopment of this area will support aerospace needs of the region. A 2020 WSDOT Aviation Economic Impact Study for Snohomish County Airport outlines how the redevelopment of the airport will support 158,227 jobs and has total economic impact/business revenues of \$59.9 billion annually. The redevelopment of this area will be critical to retain those jobs and create additional living wage jobs for the state.

SCOPE OF WORK

The project scope of work includes the following tasks:

- Task 1 – Cultural Resources Review Support
- Task 2 – Building C-19 indoor air evaluation
- Task 3 – Monitoring well installation and surveying

Task 1 – Cultural Resources Review Support

ECOLOGY will initiate the cultural resources review and notification requirements of Governor's Executive Order 05-05, including consultation with DAHP and soliciting feedback from tribes.

COUNTY will provide cultural resources support. This includes development of an Inadvertent Discovery Plan (IDP), and if needed, one (1) site visit to respond to and document an inadvertent discovery during work for Tasks 2 and 3.

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Task 1 Deliverable

1. The COUNTY will provide a copy of the IDP to ECOLOGY at least ten (10) days prior to commencement of ground disturbing activities for Tasks 2 and 3.
 - a. If ECOLOGY has any comments on the IDP, they will be submitted to COUNTY within one (1) week.
 - b. The IDP will also be included as an appendix to the report described under Task 2 deliverables.

Task 2 – Building C-19 Indoor Air Evaluation

The objective of this task is to gather information on indoor air quality in building C-19. Based on documented groundwater contamination with volatile chemicals under the building, vapor intrusion may be occurring.

COUNTY will complete the following activities:

- Collect information from building tenant regarding the following:
 - Chemicals used within the building,
 - Building operations,
 - Work schedules for staff within the building, and
 - HVAC systems.
- Conduct a building walk through with a tenant representative to document chemical storage and use locations and use this information to prepare a building map showing chemical storage locations.
- Prepare a work plan documenting the building survey results and proposing sampling details.
 - Work plan will include a sampling and analysis plan (SAP) describing the following:
 - Selected sampling locations,
 - Discussion of indoor air concentrations that would trigger an immediate response action, and
 - Quality Assurance Project Plan (QAPP).
- Install a soil gas probe (permanent vapor pin) near the degreaser pit/sump.
- Conduct differential pressure monitoring over a two to three (2-3) day period when the building is occupied at the location of the soil gas probe to determine when negative building pressure conditions are present.
- Collect time integrated indoor air samples at three (3) locations within building C-19.
 - Concurrently collect one (1) ambient air sample.
 - Immediately following indoor and ambient air sampling, collect one (1) sub-slab soil vapor sample from the soil gas probe.
- Submit samples to a laboratory to be analyzed for volatile organic compounds, specifically:
 - Benzene;
 - Tetrachloroethene (PCE);
 - Trichloroethene (TCE);
 - cis-1,2-dichloroethene (cDCE);
 - Vinyl chloride (VC);
 - 1,1,1-trichloroethane (1,1,1-TCA);
 - 1,1-dichloroethane (1,1-DCA);
 - 1,2-dichloroethane (1,2-DCA); and
 - 1,4-dioxane.
- Prepare a report documenting the results of the sampling.

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Task 2 Deliverables

1. COUNTY will provide a draft Work Plan including SAP/QAPP for ECOLOGY's review and approval at least fifteen (15) days prior to starting field work. ECOLOGY will submit any comments on the draft to COUNTY within one (1) week.
2. COUNTY will prepare and deliver a final Work Plan, including SAP/QAPP to ECOLOGY at least five (5) days prior to starting field work.
3. COUNTY will submit a draft Site Investigation Report by November 15, 2021. ECOLOGY will submit any comments on the draft to COUNTY by November 30, 2021.
4. COUNTY will submit a final Site Investigation Report to ECOLOGY by December 15, 2021.

Task 3 – Building C-27 Groundwater Monitoring Well Installation and Surveying of both Existing and New Groundwater Monitoring Wells

The objective of this task is to install groundwater monitoring wells in an area without existing wells. The wells will primarily be used for measuring groundwater elevations to more fully develop a conceptual site model describing the seasonal variation in groundwater elevations and the lateral movement of groundwater through the shallow groundwater system in the area of former Building C-27. Elevation data collected will be used in the construction of geologic cross-sections of the Site, which will be needed for the final RI/FS report.

COUNTY will complete the following activities:

- Prior to drilling, a utility locate will be performed at the Site.
- Drill two (2) groundwater monitoring wells near former building C-27 using hollow stem auger
 - Final groundwater well depth is estimated to be twenty (20) feet below ground surface, screened at fifteen to twenty (15-20) feet.
- If schedule and budget permit, complete elevation survey of both the newly installed groundwater monitoring wells and up to twenty (20) existing wells in interior spaces (where elevation cannot be measured from aerial survey data).

Task 3 Deliverable

1. Data derived from task activities, including:
 - a. Lithologic and well completion logs,
 - b. Figure showing locations of wells, and
 - c. Table of elevation data for surveyed wells (if survey is able to be completed).
 - i. This deliverable will be included as an appendix to the final Site Investigation Report described under the deliverables Task 2.

BUDGET

Item	Description	Amount
1	Task 1 – Cultural Resources Review Support	\$2,381.00
2	Task 2 – Building C-19 Indoor Air Evaluation	\$36,723.00
3	Task 3 – Building C-27 Groundwater Monitoring Well Installation and Surveying of both Existing and New Wells	\$14,896.00
	Total Project Cost	\$54,000.00

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APPENDIX B SPECIAL TERMS AND CONDITIONS

1) Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

- a) COUNTY, 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 COUNTY is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
- b) COUNTY shall provide immediate written notice to ECOLOGY if at any time the COUNTY 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) COUNTY 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) COUNTY 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 COUNTY is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
- g) COUNTY 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) COUNTY agrees to keep proof in its agreement file, that it, and all lower tier COUNTY 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. COUNTY must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

2) Archaeological And Cultural Resources

COUNTY shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources.

COUNTY agree to hold harmless, to the extent permitted by law, ECOLOGY in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the COUNTY's negligence.

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If the COUNTY enters into a subcontract(s) with a non-state entity to perform some or all of the Agreement's work, the COUNTY must include the following language in the subcontractor's agreement, "The subcontractor agrees to hold harmless ECOLOGY in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the subcontractor's negligence."

COUNTY shall:

- a) Contact ECOLOGY to discuss any Cultural Resources requirements for the project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by ECOLOGY, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form.

COUNTY 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 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 archeological or historical resources are found while conducting work under this Agreement:
 - Immediately stop work and notify ECOLOGY, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
 - d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local law enforcement agency or Medical Examiner/Coroner's Office, and then ECOLOGY.
 - e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

3) Environmental Data Standards

- a) COUNTY shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. COUNTY is to contact ECOLOGY if unsure about whether a QAPP is required for their project. If a QAPP is required, the COUNTY shall:
 - 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) COUNTY shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY instructs otherwise.

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The COUNTY must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

- c) COUNTY 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>. COUNTY, 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.
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