



KING COUNTY

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Signature Report

July 10, 2012

Ordinance 17367

Proposed No. 2012-0196.1

Sponsors McDermott

1 AN ORDINANCE authorizing the King County executive
2 to enter into an agreed order with the Washington state
3 Department of Ecology for the remedial investigation and
4 feasibility study for the King County's Maury Island Site,
5 the former Glacier/Northwest Aggregates Sand and Gravel
6 Mine.

7 STATEMENT OF FACTS:

- 8 1. On December 30, 2010, King County acquired from Glacier/Northwest
9 Aggregates ("NWA") four tax parcels comprising approximately two
10 hundred fifty acres of land on Maury Island for the purchase price of
11 \$36,000,000.
- 12 2. King County acquired the property "as is." The property is now known
13 as the "Maury Island Site" and the King County parks and recreation
14 division of the department of natural resources and parks ("the division")
15 is the custodian of the property.
- 16 3. The Maury Island Site is located within the Tacoma Smelter Plume, a
17 large area contaminated by lead, arsenic and other pollutants from a
18 former copper smelter located in Tacoma. Soils on Maury Island are
19 among those most significantly impacted by the smelter plume.

20 4. The Washington state Department of Ecology ("Ecology"), NWA and
21 King County have conducted multiple investigations of the Maury Island
22 Site over the past decade. These investigations have found arsenic, lead
23 and cadmium in surface soils within the Maury Island Site at elevated
24 levels many times greater than natural background concentrations.

25 5. At the time King County acquired the Maury Island Site, NWA and
26 Ecology were negotiating the terms of a potential agreed order for
27 remedial work related to the Maury Island Site, all in accordance with the
28 Washington state Model Toxics Control Act, chapter 70.105D RCW
29 ("MTCA").

30 6. Section 9.4 of the Purchase and Sale Agreement ("PSA") between
31 NWA and King County specifies that following closing, King County
32 shall assume all responsibility for any remedial obligations related to
33 hazardous substances at or migrating from the Maury Island Site,
34 including but not limited to all remedial obligations arising under the
35 MTCA and the implementation of any future orders or directives imposing
36 remedial obligations issued under the MTCA by Ecology.

37 7. On April 18, 2011, and in accordance with the MTCA, Ecology
38 notified King County that Ecology had determined King County to be a
39 "Potentially Liable Person" ("PLP") with regard to the Maury Island Site.
40 As a PLP and owner of the Site, King County is potentially liable for the
41 cost of actions necessary to remediate contamination on the Maury Island
42 Site.

43 8. On April 19, 2011, and in accordance with the MTCA, Ecology issued
44 an agreed order, which is a legal document setting forth a proposed
45 agreement between Ecology and a PLP to govern cleanup of a
46 contaminated property. The agreed order requires King County to
47 complete a remedial investigation and feasibility study, and prepare a draft
48 cleanup action plan for the Maury Island Site.

49 9. The division negotiated with Ecology in April through December 2011
50 regarding the terms of the agreed order. Ecology agreed to King County's
51 proposed revisions. Ecology agreed to changes in the proposed schedule
52 to allow adequate lead time for approval of the agreed order by the King
53 County council and completion of the environmental studies. Technical
54 changes were also made to the agreed order to reference previously
55 completed studies and relevant data that can be used to support the
56 remedial investigation and feasibility study. A copy of the revised agreed
57 order is Attachment A to this ordinance.

58 10. Under the agreed order, King County is obligated to clean up the site.
59 As long as King County complies with the provisions of the agreed order,
60 Ecology will take no further enforcement action to force King County to
61 do the work set forth in the agreed order.

62 11. Ecology awarded King County a grant that included \$300,000 for
63 remedial activities at the Maury Island Site.

64 12. Section 9 of the PSA specifies that NWA will reimburse King County
65 for up to \$500,000 in remediation costs for the Maury Island Site, but only

66 after King County spends \$250,000 of its own money for such costs; and
67 Section 9 further specifies that any third-party grants or donations, such as
68 the \$300,000 Ecology grant, shall be deemed to be expended first. As a
69 result, Section 9 of the PSA requires King County to spend down the
70 Ecology grant and any other third-party funds, and then spend \$250,000 of
71 its own money before seeking reimbursement from NWA.

72 13. The agreed order is subject to concurrent public notice in accordance
73 with RCW 70.105D.030(2)(a); Ecology shall be responsible for providing
74 such public notice and reserves the right to revise any provisions of the
75 agreed order should public comment disclose facts or considerations
76 which indicate to Ecology that the agreed order is inadequate or improper
77 in any respect.

78 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

79 SECTION 1. The King County executive is hereby authorized to execute an
80 agreed order with the Washington state Department of Ecology for the remedial

81 investigation and preparation of a feasibility study and draft cleanup action plan for King
82 County's Maury Island Site, substantially the same as Attachment A to this ordinance.
83

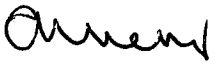
Ordinance 17367 was introduced on 6/11/2012 and passed by the Metropolitan King
County Council on 7/9/2012, by the following vote:

—
Yes: 9 - Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Ms. Hague,
Ms. Patterson, Ms. Lambert, Mr. Ferguson, Mr. Dunn and Mr.
McDermott
No: 0
Excused: 0

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON


Larry Gossett, Chair

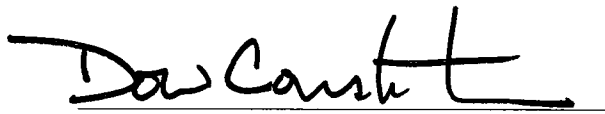
ATTEST:



Anne Noris, Clerk of the Council

RECEIVED
2012 JUL 19 AM 9:52
CLERK
KING COUNTY COUNCIL

APPROVED this 18 day of JULY, 2012.



Dow Constantine, County Executive

Attachments: A. State of Washington Letters



2012-0196
ATTACHMENT A
17367

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

Northwest Regional Office • 3190 160th Avenue SE • Bellevue, Washington 98008-5452 • (425) 649-7000

December 12, 2011

Mr. Kevin Brown, Director
King County Department of Natural Resources and Parks
Parks and Recreation Division
201 S. Jackson Street, Suite 700
Seattle, WA 98104

RE: Agreed Order Signature Process for:

- Name: Maury Island Open Space
- Address: 8215 SW 260th St., Maury Island, WA 98070
- County Assessor's Parcel Number: 282203-9023, 282203-9024, 282203-9025, 282203-9057
- Facility/Site No.: 2901216

Dear Mr. Brown:

Please find enclosed the Agreed Order documents for signature by King County. The process that the Department of Ecology (Ecology) follows for signature of Agreed Orders is to present the Potentially Liable Party (PLP) with the draft documents for review and after negotiating and incorporating changes, send the final documents for signature. It is required that Ecology receives the original document following PLP's signature so that the process of public notice may commence. Please leave the date blank as the Agreed Order and accompanying documents do not become effective until after the public notice process and signature by Ecology.

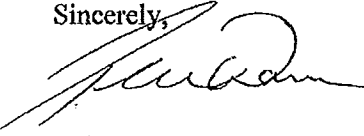
Ecology will present the documents signed by the PLP along with the Public Participation Plan and Fact Sheet for public review and comment. Following public review and comment, Ecology will earnestly consider all public comments and write a responsiveness summary if necessary. Ecology will send you hard copies and pdf copies of the signed final documents with the effective date.



Mr. Kevin Brown
December 12, 2011
Page 2

If you have any questions regarding this letter please call me at 425-649-7054. Thank you for your cooperation.

Sincerely,



Robert Warren
Toxics Cleanup Section Manager

rt/tn

Enclosures

CERTIFIED MAIL
7011 0470 0003 3682 0693

cc: James Neely, King County Solid Waste Division
Ronald W. Timm, NWRO Toxics Cleanup Program
Lee Overton, AGO
Andrew Marcuse, King County

**STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY**

In the Matter of Remedial Action by:

King County, Washington

AGREED ORDER

No. DE 8439

TO: Mr. Kevin Brown, Director
King County
Parks and Recreation Division
201 S. Jackson Street, Suite 700
Seattle, WA 98104

TABLE OF CONTENTS

I.	INTRODUCTION.....	2
II.	JURISDICTION.....	2
III.	PARTIES BOUND.....	2
IV.	DEFINITIONS.....	2
V.	FINDINGS OF FACT.....	3
VI.	ECOLOGY DETERMINATIONS.....	5
VII.	WORK TO BE PERFORMED.....	6
VIII.	TERMS AND CONDITIONS OF ORDER.....	8
	A. Public Notice.....	8
	B. Remedial Action Costs.....	8
	C. Implementation of Remedial Action.....	9
	D. Designated Project Coordinators.....	10
	E. Performance.....	10
	F. Access.....	11
	G. Sampling, Data Submittal, and Availability.....	12
	H. Public Participation.....	12
	I. Retention of Records.....	14
	J. Resolution of Disputes.....	14
	K. Extension of Schedule.....	15
	L. Amendment of Order.....	17
	M. Endangerment.....	17
	N. Reservation of Rights.....	18
	O. Transfer of Interest in Property.....	19
	P. Compliance with Applicable Laws.....	19
	Q. Periodic Review.....	20
	R. Indemnification.....	21
IX.	SATISFACTION OF ORDER.....	21
X.	ENFORCEMENT.....	21
	EXHIBIT A. Cleanup Unit Diagram	
	EXHIBIT B. Scope of Work	
	EXHIBIT C. Schedule of Deliverables	

I. INTRODUCTION

The mutual objective of the State of Washington, Department of Ecology (Ecology), and King County, political subdivision of the State of Washington, under this Agreed Order (Order) is to provide for remedial action at a former mining facility on Maury Island (defined as the "Cleanup Unit"), where there has been a release or threatened release of hazardous substances due to Asarco's Tacoma smelter. The Cleanup Unit is within and part of the much larger Tacoma Smelter Plume (TSP). This Order requires King County to complete a remedial investigation (RI), feasibility study (FS), and prepare a draft cleanup action plan (DCAP) for the Cleanup Unit. Ecology believes the actions required by this Order are in the public interest.

II. JURISDICTION

This Agreed Order is issued pursuant to the Model Toxics Control Act (MTCA), RCW 70.105D.050(1).

III. PARTIES BOUND

This Agreed Order shall apply to and be binding upon the Parties to this Order, their successors and assigns. The undersigned representative of each party hereby certifies that he or she is fully authorized to enter into this Order and to execute and legally bind such party to comply with this Order. King County agrees to undertake all actions required by the terms and conditions of this Order. No change in ownership or corporate status shall alter King County's responsibility under this Order. King County shall provide a copy of this Order to all agents, contractors, and subcontractors retained to perform work required by this Order, and shall ensure that all work undertaken by such agents, contractors, and subcontractors complies with this Order.

IV. DEFINITIONS

Unless otherwise specified herein, the definitions set forth in Chapter 70.105D RCW and Chapter 173-340 WAC shall control the meanings of the terms in this Order.

A. Cleanup Unit: The Cleanup Unit is referred to as the Maury Island Open Space, Facility Site #2901216, and is generally located at 8215 SW 260th St., Maury Island, King

County, Washington. The Cleanup Unit is within and part of the Tacoma Smelter Plume, a “facility” under RCW 70.105D.020(5). Adjacent tax parcels owned by King County compose the Cleanup Unit. Based upon factors currently known to Ecology, the Cleanup Unit is more particularly described in Exhibit A.

B. Parties: Refers to the State of Washington, Department of Ecology and King County, Washington.

C. Potentially Liable Person (PLP): Refers to King County.

D. Agreed Order or Order: Refers to this Order and each of the exhibits to this Order. All exhibits are integral and enforceable parts of this Order. The terms “Agreed Order” or “Order” shall include all exhibits to this Order.

V. FINDINGS OF FACT

Ecology makes the following findings of fact, without any express or implied admissions of such facts by King County:

A. The Cleanup Unit collectively includes the King County property (Exhibit A).

1. King County purchased the land parcels (#’s 282203-9023, 282203-9024, 282203-9025-01, 282203-9057-02) within the Cleanup Unit from Northwest Aggregates Company (NWA) on December 30, 2010.

B. NWA is the previous owner and operator of a sand and gravel mine (Mine) within the Cleanup Unit. NWA or its predecessors have operated the Mine since the 1940s. In 1968, a predecessor owner built a conveyor and barge loading dock at the Mine for the export of sand and gravel from Maury Island. From 1968 to 1978, the conveyor and barge loading dock was used to export sand and gravel to various construction projects in King County. The Mine was then placed in reserve while NWA or its predecessors focused on mining activity at other properties in Washington. Periodically during this reserve period, NWA or a third party lessee has removed sand and gravel from the Mine for use at various construction projects on Maury and Vashon Islands.

C. NWA, Ecology, and others have conducted multiple environmental investigations of the Mine over the past decade. These investigations have identified elevated concentrations of arsenic, lead, and cadmium in the upper eighteen inches of soil in portions of the Mine that have not been previously disturbed. Information about these contaminants are summarized in various reports, including a report entitled "Mitigation Report for Contaminated Soils, Northwest Aggregates, Maury Island Sand and Gravel Mining Operation," prepared by Foster Wheeler Environmental, dated June 1999, which report was incorporated into a Final Environmental Impact Statement issued by King County in June 2000. A complete list of reports pertaining to the Cleanup Unit is included within the RI Work Plan described in Section VII (Work to be Performed).

D. The contaminants present in surficial soils at the Cleanup Unit are the result of historic smelting operations by Asarco. Asarco operated a smelter in Tacoma, Washington between 1905 and 1985. The Asarco smelter was demolished in the early 1990s. Operation of the Asarco smelter resulted in the airborne deposition of ash containing heavy metals throughout more than 1,000 square miles of land in King, Kitsap, Pierce, and Thurston counties. The airborne deposition created the Tacoma Smelter Plume (TSP) site, within which the Cleanup Unit is located. The nature and extent of the contaminants at the Cleanup Unit are consistent with, and typical of, the distribution patterns across Maury Island and other properties affected by the Asarco smelter.

E. The concentration of arsenic in surficial soils has been shown to be a good indicator of the concentration of lead and cadmium. Whenever arsenic concentrations are low, the other contaminants are typically present in low concentrations, and whenever arsenic concentrations are elevated, the concentrations of other contaminants are also typically elevated. Arsenic concentrations in many of the soil samples collected from previously undisturbed portions of the Mine are many times greater than natural

background levels. Arsenic and the other contaminants appear to be confined to undisturbed topsoils within the Mine.

F. Metals contamination in surficial soils in a small portion of a northern portion of the Cleanup Unit are also the result of a historic private skeet shooting range, per "Draft Final, Phase 2 Environmental Site Assessment, Former Skeet Range, Proposed King County Park Property, Maury Island, Washington" report prepared by CDM for King County, dated June 27, 2011.

G. Previous investigation of sediments adjoining the Cleanup Unit indicate the sediments are not impacted by polychlorinated biphenyls (PCBs), pesticides, arsenic, cadmium, lead, or other metals known or suspected at the Cleanup Unit, but polynuclear aromatic compounds exceeding state sediment standards were found in one of the six samples analyzed. Information about the investigation is summarized in the following report, "Maury Island Gravel Mine Impact Study: Nearshore Impact Assessment", prepared by EVS Environment Consultants, dated March 2000.

VI. ECOLOGY DETERMINATIONS

Ecology makes the following determinations, without any express or implied admissions of such determinations by King County:

A. King County is an "owner or operator" as defined in RCW 70.105D.020(17) of a "facility" as defined in RCW 70.105D.020(5) because King County owns and operates the Cleanup Unit at 8215 SW 260th St., Maury Island, King County, Washington.

B. Based upon all factors known to Ecology, a "release" or "threatened release" of "hazardous substance(s)" as defined in RCW 70.105D.020(25) and RCW 70.105D.020(10), respectively, has occurred at the Cleanup Unit.

C. Based upon credible evidence, Ecology issued a PLP status letter to King County, dated February 24, 2011, pursuant to RCW 70.105D.040, -.020(17), and WAC 173-340-500. After providing for notice and opportunity for comment, reviewing any comments submitted,

and concluding that credible evidence supported a finding of potential liability, Ecology issued a determination that King County is a PLP under RCW 70.105D.040 and notified King County of this determination by letter dated April 18, 2011.

D. Pursuant to RCW 70.105D.030(1) and -.050(1), Ecology may require PLPs to investigate or conduct other remedial actions with respect to any release or threatened release of hazardous substances, whenever it believes such action to be in the public interest. Based on the foregoing facts, Ecology believes the remedial actions required by this Order are in the public interest.

E. Under WAC 173-340-430, an interim action is a remedial action that is technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance, that corrects a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed, or that is needed to provide for completion of a site hazard assessment, RI/FS, or design of a cleanup action. Investigation of the Cleanup Unit may reveal upland sources of contamination to the Puget Sound waterway or to other upland areas that, if addressed promptly, will allow Cleanup Unit remediation to proceed. Investigation of the Cleanup Unit may reveal sources of contamination in the Cleanup Unit that might also warrant an interim action consistent with WAC 173-340-430. Ecology, with input from King County, will determine if interim actions are warranted, including those that reduce or eliminate sources of contamination, and will give direction to King County regarding the scope and schedule for such interim actions.

VII. WORK TO BE PERFORMED

Based on the Findings of Fact and Ecology Determinations, it is hereby ordered that King County take the following remedial actions at the Cleanup Unit and that these actions be conducted in accordance with Chapter 173-340 WAC unless otherwise specifically provided for herein:

A. King County shall conduct a RI and FS in accordance with the RI/ FS Work Plan (Work Plan), titled "Work Plan, Remedial Investigation and Feasibility Study, Maury Island Glacier Pit, Maury Island, Washington", dated November 5, 2010, and prepared for King County Water and Land Resources Division by CDM. Following approval of the FS by Ecology, King County will prepare a draft cleanup action plan (DCAP) of the Cleanup Unit that meets the requirements of Chapter 173-340 WAC and Chapter 173-204 WAC. A scope of work for the RI, FS and DCAP is more particularly described in Exhibit B, "Scope of Work" and is incorporated by reference as an enforceable part of this Order. To plan and manage the RI, FS and DCAP, the project tasks and management strategies summarized in the RI/FS Work Plan will be reviewed, revised as necessary, and approval will be provided by Ecology in accordance with the Scope of Work.

B. The schedule of performance and list of deliverables is described in Exhibit C, "Schedule of Deliverables" and is incorporated by reference as an enforceable part of this Order.

C. Should an interim action be determined necessary under Section VI.E, the PLPs will prepare and implement a Work Plan and implement as specified in Task 3 of Exhibit B, Scope of Work. The public notice and comment period will be in accordance with the Public Participation Plan.

D. King County shall submit monthly progress reports for work conducted under this Order, unless Ecology notifies the PLP, in writing, that less frequent reporting is required for these reports. Progress reports shall be submitted in electronic format to Ecology until satisfaction of the Order in accordance with Section IX of this Order. Progress Reports shall be submitted to the Ecology project coordinator by day 15 of the month following the reporting month. If this day is a weekend or holiday, deliverables will be submitted to Ecology on the next business day. At a minimum, progress reports shall contain the following information, pursuant to this Order, regarding the preceding reporting period:

- A description of the actions which have been taken to comply with the Order.
- Summaries of sampling and testing reports and other data reports received by King County.

- Summaries of deviations from approved work plans.
- Summaries of contacts with representatives of the local community, public interest groups, press, and federal, state, or tribal governments.
- Summaries of problems or anticipated problems in meeting the schedule or objectives set forth in the Scope of Work and RI/FS Work Plan.
- Summaries of solutions developed and implemented or planned to address any actual or anticipated problems or delays.
- Changes in key personnel.
- A description of work planned for the next reporting period.

E. If, at any time after the first exchange of comments on drafts, Ecology determines that insufficient progress is being made in the preparation of any of the deliverables required by this Section, Ecology may complete and issue the final deliverable. In such event, Ecology may provide written notice to King County that King County has thirty (30) days to demonstrate sufficient progress in preparation of the required deliverable. If such notice is given and sufficient progress is not demonstrated within such thirty (30) day period, then at that time Ecology may complete and issue the deliverable. Ecology need provide this written notice and thirty (30) day opportunity to cure only once per deliverable.

VIII. TERMS AND CONDITIONS OF ORDER

A. Public Notice

RCW 70.105D.030(2)(a) requires that, at a minimum, this Order be subject to concurrent public notice. Ecology shall be responsible for providing such public notice and reserves the right to modify or withdraw any provisions of this Order should public comment disclose facts or considerations which indicate to Ecology that this Order is inadequate or improper in any respect.

B. Remedial Action Costs

King County shall pay to Ecology costs incurred by Ecology pursuant to this Order and consistent with WAC 173-340-550(2). These costs shall include work performed by Ecology or its contractors for, or on, the Cleanup Unit under Chapter 70.105D RCW, including remedial actions and Order preparation, negotiation, oversight, and administration. These costs shall

include work performed both prior to and subsequent to the issuance of this Order. Ecology's costs shall include costs of direct activities and support costs of direct activities as defined in WAC 173-340-550(2). Ecology has accumulated \$20,593.16 in remedial action costs related to this Cleanup Unit as of September 30, 2011. Payment for this amount shall be submitted within thirty (30) days of the effective date of this Order. For all costs incurred subsequent to September 30, 2011, King County shall pay the required amount, except for those costs that King County disputes, within thirty (30) days of receiving from Ecology an itemized statement of costs that includes a summary of costs incurred, an identification of involved staff, a description of the work performed, and the amount of time spent by involved staff members on the project. A general statement of work performed will be provided upon request. Itemized statements shall be prepared quarterly. Pursuant to WAC 173-340-550(4), failure to pay Ecology's costs, other than disputed costs, within ninety (90) days of receipt of the itemized statement of costs will result in interest charges at the rate of twelve percent (12%) per annum, compounded monthly. King County shall pay any disputed costs that remain after the completion of the dispute resolution process set forth below within thirty (30) days of a final decision by Ecology.

In addition to other available relief, pursuant to RCW 19.16.500, Ecology may utilize a collection agency and/or, pursuant to RCW 70.105D.055, file a lien against real property subject to the remedial actions to recover unreimbursed remedial action costs.

C. Implementation of Remedial Action

If Ecology determines that King County has failed without good cause to implement the remedial action, in whole or in part, Ecology may, after providing written notice to King County, perform any or all portions of the remedial action that remain incomplete. If Ecology performs all or portions of the remedial action because of King County's failure to comply with its obligations under this Order, King County shall reimburse Ecology for the costs of doing such work in accordance with Section VIII of this Order (Remedial Action Costs), provided that King County is not obligated under this Section to reimburse Ecology for costs incurred for work inconsistent with or beyond the scope of this Order.

Except where necessary to abate an emergency situation, King County shall not perform any remedial actions at the Cleanup Unit outside those remedial actions required by this Order, unless Ecology concurs, in writing, with such additional remedial actions.

D. Designated Project Coordinators

The project coordinator for Ecology is:

Ronald W. Timm, P.Hg., M.S.
Washington Department of Ecology
Northwest Regional Office
Toxics Cleanup Program
3190 160th Avenue SE
Bellevue, Washington 98008
Telephone: (425) 649-7185
FAX: (425) 649-7161
Email: rtim461@ecy.wa.gov

The project coordinator for King County is:

Mr. James Neely
King County Solid Waste Division
201 South Jackson, M.S. KSC-NR-701
Seattle, Washington 98104
Telephone: (206) 296-4472
Email: James.Neely@kingcounty.gov

Each project coordinator shall be responsible for overseeing the implementation of this Order. Ecology's project coordinator will be Ecology's designated representative for the Cleanup Unit. To the maximum extent possible, communications between Ecology and King County, and all documents, including reports, approvals, and other correspondence concerning the activities performed pursuant to the terms and conditions of this Order shall be directed through the project coordinators. The project coordinators may designate, in writing, working level staff contacts for all or portions of the implementation of the work to be performed required by this Decree.

Any party may change its respective project coordinator. Written notification shall be given to the other party at least ten (10) calendar days prior to the change.

E. Performance

All geologic and hydrogeologic work performed pursuant to this Order shall be under the supervision and direction of a geologist licensed in the state of Washington or under the direct

supervision of an engineer registered in the state of Washington, except as otherwise provided for by Chapters 18.220 and 18.43 RCW.

All engineering work performed pursuant to this Order shall be under the direct supervision of a professional engineer registered in the state of Washington, except as otherwise provided for by RCW 18.43.130.

All construction work performed pursuant to this Order shall be under the direct supervision of a professional engineer or a qualified technician under the direct supervision of a professional engineer. The professional engineer must be registered in the state of Washington, except as otherwise provided for by RCW 18.43.130.

Any documents submitted containing geologic, hydrologic or engineering work shall be under the seal of an appropriately licensed professional as required by Chapter 18.220 RCW or RCW 18.43.130. King County shall notify Ecology in writing of the identity of any engineer(s) and geologist(s), contractor(s) and subcontractor(s), and others to be used in carrying out the terms of this Order, in advance of their involvement at the Cleanup Unit.

F. Access

Ecology or any Ecology authorized representative shall have the full authority access to enter and freely move about all property at the Cleanup Unit that King County either owns, controls, or has access rights to at all reasonable times for the purposes of, *inter alia*: inspecting records, operation logs, and contracts related to the work being performed pursuant to this Order; reviewing King County's progress in carrying out the terms of this Order; conducting such tests or collecting such samples as Ecology may deem necessary; using a camera, sound recording, or other documentary type equipment to record work done pursuant to this Order; and verifying the data submitted to Ecology by King County.

Ecology or any Ecology authorized representative shall give reasonable notice before entering any Cleanup Unit property owned or controlled by King County unless an emergency prevents such notice. All persons who access the Cleanup Unit pursuant to this Section shall comply with any applicable Health and Safety Plan(s). Ecology employees and their

representatives shall not be required to sign any liability release or waiver as a condition of Cleanup Unit property access. Ecology employees or an Ecology authorized representative shall, however, follow any appropriate safety and security precautions related to Cleanup Unit conditions that the Project Coordinators work out in advance.

G. Sampling, Data Submittal, and Availability

With respect to the implementation of this Order, King County shall make the results of all sampling, laboratory reports, and/or test results generated by it or on its behalf available to Ecology. Pursuant to WAC 173-340-840(5), all such sampling data shall be submitted to Ecology in both printed and electronic formats in accordance with Section VII of this Order (Work to be Performed), Ecology's Toxics Cleanup Program Policy 840 (Data Submittal Requirements), and/or any subsequent procedures specified by Ecology for data submittal.

If requested by Ecology, King County shall allow Ecology and/or its authorized representative to take split or duplicate samples of any samples collected by King County pursuant to implementation of this Order. King County shall notify Ecology fourteen (14) days in advance of any sample collection or work activity at the Site. Ecology shall, upon request, allow King County and/or its authorized representative to take split or duplicate samples of any samples collected by Ecology pursuant to the implementation of this Order, provided that doing so does not interfere with Ecology's sampling. Without limitation on Ecology's rights under Section VIII of this Order (Access), Ecology shall notify King County prior to any sample collection activity unless an emergency prevents such notice.

In accordance with WAC 173-340-830(2)(a), all hazardous substance analyses shall be conducted by a laboratory accredited under Chapter 173-50 WAC for the specific analyses to be conducted, unless otherwise approved by Ecology.

H. Public Participation

A Public Participation Plan is required for this Cleanup Unit. Ecology shall review any existing Public Participation Plan to determine its continued appropriateness and whether it

requires amendment, or if no plan exists, Ecology shall develop a Public Participation Plan alone or in conjunction with King County.

Ecology shall maintain the responsibility for public participation at the Cleanup Unit. However, King County shall cooperate with Ecology, and shall, with respect to this Order:

1. If agreed to by Ecology, develop appropriate mailing list, prepare drafts of public notices and fact sheets at important stages of the remedial action, such as the submission of work plans, RI and FS reports, cleanup action plans, and engineering design reports. As appropriate, Ecology will edit, finalize, and distribute such fact sheets and prepare and distribute public notices of Ecology's presentations and meetings.

2. Notify Ecology's project coordinator prior to the preparation of all press releases and fact sheets, and before major meetings with the interested public and local governments. Likewise, Ecology shall notify King County prior to the issuance of all press releases and fact sheets, and before major meetings with the interested public and local governments. For all press releases, fact sheets, meetings, and other outreach efforts by King County that do not receive prior Ecology approval, King County shall clearly indicate to its audience that the press release, fact sheet, meeting, or other outreach effort was not sponsored or endorsed by Ecology.

3. When requested by Ecology, participate in public presentations on the progress of the remedial action at the Cleanup Unit. Participation may be through attendance at public meetings to assist in answering questions or as a presenter.

4. When requested by Ecology, arrange and/or continue information repositories to be located at the following locations:

- a. Vashon Library
17210 Vashon Hwy. S.W.
Vashon Island, Washington 98070
Tel: 206-463-2069
- b. Ecology's Northwest Regional Office
3190 160th Avenue SE
Bellevue, Washington 98008
Tel: 425-649-7190

At a minimum, copies of all public notices, fact sheets, and press releases; all quality assured monitoring data; and remedial action plans and reports, supplemental remedial planning documents, and all other similar documents relating to performance of the remedial action required by this Order shall be promptly placed in these repositories.

I. Retention of Records

During the pendency of this Order, and for ten (10) years from the date of completion of work performed pursuant to this Order, King County shall preserve all records, reports, documents, and underlying data in its possession relevant to the implementation of this Order and shall insert a similar record retention requirement into all contracts with project contractors and subcontractors. Upon request of Ecology, King County shall make all records available to Ecology and allow access for review within a reasonable time, except to the extent such records are protected from disclosure by attorney client privilege or any other applicable law for which the PLP will prepare a Privilege Log describing all withheld or redacted documents or information. No actual data collected on the Cleanup Unit pursuant to this Order shall be considered privileged.

J. Resolution of Disputes

1. In the event a dispute arises as to an approval, disapproval, proposed change, or other decision or action by Ecology's project coordinator, or an itemized billing statement under Section VIII of this Order (Remedial Action Costs), the Parties shall utilize the dispute resolution procedure set forth below.

a. Upon receipt of Ecology's project coordinator's written decision or the itemized billing statement, King County has fourteen (14) days within which to notify Ecology's project coordinator in writing of its objection to the decision or itemized statement.

i. King County shall include in the written objection sufficient detail to allow Ecology to evaluate the merits of the dispute.

ii. Such detail shall include the specific Ecology determination or direction or itemized statement in dispute and shall include specific argument(s) documenting the basis for invoking the dispute resolution procedure.

iii. Clarification of Ecology directions or determinations shall not be handled through the dispute resolution procedure. The Ecology project coordinator will make such clarifications in a manner and time they deem appropriate to expedite to the maximum extent practicable the work performed under this order.

b. The Parties' project coordinators shall then confer in an effort to resolve the dispute. If the project coordinators cannot resolve the dispute within fourteen (14) days, Ecology's project coordinator shall issue a written decision.

c. King County may then request regional management review of the decision. This request shall be submitted in writing to the Northwest Region Toxics Cleanup Program Section Manager within seven (7) days of receipt of Ecology's project coordinator's written decision.

d. The Section Manager shall conduct a review of the dispute and shall endeavor to issue a written decision regarding the dispute within thirty (30) days of King County's request for review. The Section Manager's decision shall be Ecology's final decision on the disputed matter.

2. The Parties agree to only utilize the dispute resolution process in good faith and agree to expedite, to the extent possible, the dispute resolution process whenever it is used.

3. Implementation of these dispute resolution procedures shall not provide a basis for delay of any activities required in this Order, unless Ecology agrees in writing to a schedule extension.

K. Extension of Schedule

1. An extension of schedule shall be granted only when a request for an extension is submitted in a timely fashion, generally at least thirty (30) days prior to expiration of the

deadline for which the extension is requested, and good cause exists for granting the extension.

All extensions shall be requested in writing. The request shall specify:

- a. The deadline that is sought to be extended;
- b. The length of the extension sought;
- c. The reason(s) for the extension; and
- d. Any related deadline or schedule that would be affected if the extension were granted.

2. The burden shall be on King County to demonstrate to the satisfaction of Ecology that the request for such extension has been submitted in a timely fashion and that good cause exists for granting the extension. Good cause may include, but may not be limited to:

- a. Circumstances beyond the reasonable control and despite the due diligence of King County including delays caused by unrelated third parties or Ecology, such as (but not limited to) delays by Ecology in reviewing, approving, or modifying documents submitted by King County;
- b. Acts of God, including fire, flood, blizzard, extreme temperatures, storm, or other unavoidable casualty; or
- c. Endangerment as described in Section VIII of this Order (Endangerment).

However, neither increased costs of performance of the terms of this Order nor changed economic circumstances shall be considered circumstances beyond the reasonable control of King County.

3. Ecology shall act upon any written request for extension in a timely fashion. Ecology shall give King County written notification of any extensions granted pursuant to this Order. A requested extension shall not be effective until approved by Ecology. Unless the extension is a substantial change, it shall not be necessary to amend this Order pursuant to Section VIII of this Order (Amendment of Order) when a schedule extension is granted.

4. An extension shall only be granted for such period of time as Ecology determines is reasonable under the circumstances. Ecology may grant schedule extensions exceeding ninety (90) days only as a result of:

- a. Delays in the issuance of a necessary permit which was applied for in a timely manner;
- b. Other circumstances deemed exceptional or extraordinary by Ecology; or
- c. Endangerment as described in Section VIII of this Order (Endangerment).

L. Amendment of Order

The project coordinators may verbally agree to minor changes to the work to be performed without formally amending this Order. Minor changes will be documented in writing by Ecology within seven (7) days of verbal agreement.

Except as provided in Section VIII of this Order (Reservation of Rights), substantial changes to the work to be performed shall require formal amendment of this Order. This Order may only be formally amended by the written consent of both Ecology and King County. King County shall submit a written request for amendment to Ecology for approval. Ecology shall indicate its approval or disapproval in writing in a timely manner after the written request for amendment is received. If the amendment to this Order represents a substantial change, Ecology will provide public notice and opportunity to comment. Reasons for the disapproval of a proposed amendment to this Order shall be stated in writing. If Ecology does not agree to a proposed amendment, the disagreement may be addressed through the dispute resolution procedures described in Section VIII of this Order (Resolution of Disputes).

M. Endangerment

In the event Ecology determines that any activity being performed at the Cleanup Unit is creating or has the potential to create a danger to human health or the environment on or surrounding the Cleanup Unit, Ecology may direct King County to cease such activities for such period of time as it deems necessary to abate the danger. King County shall immediately comply with such direction. In the event King County determines that any activity being performed at

the Cleanup Unit is creating or has the potential to create a danger to human health or the environment, King County may cease such activities. King County shall notify Ecology's project coordinator as soon as possible, but no later than twenty-four (24) hours after making such determination or ceasing such activities. Upon Ecology's direction King County shall provide Ecology with documentation of the basis for the determination or cessation of such activities. If Ecology disagrees with King County's cessation of activities, it may direct King County to resume such activities.

If Ecology concurs with or orders a work stoppage pursuant to Section VIII of this Order (Endangerment), King County's obligations with respect to the ceased activities shall be suspended until Ecology determines the danger is abated, and the time for performance of such activities, as well as the time for any other work dependent upon such activities, shall be extended in accordance with Section VIII of this Order (Extension of Schedule) for such period of time as Ecology determines is reasonable under the circumstances.

Nothing in this Order shall limit the authority of Ecology, its employees, agents, or contractors to take or require appropriate action in the event of an emergency.

N. Reservation of Rights

This Order is not a settlement under Chapter 70.105D RCW. Ecology's signature on this Order in no way constitutes a covenant not to sue or a compromise of any of Ecology's rights or authority. Ecology will not, however, bring an action against King County to recover remedial action costs paid to and received by Ecology under this Order. In addition, Ecology will not take additional enforcement actions against King County regarding remedial actions required by this Order, provided King County complies with this Order.

Ecology nevertheless reserves its rights under Chapter 70.105D RCW, including the right to require additional or different remedial actions at the Cleanup Unit should it deem such actions necessary to protect human health and the environment, and to issue orders requiring such remedial actions. Ecology also reserves all rights regarding the injury to, destruction of,

or loss of natural resources resulting from the release or threatened release of hazardous substances at the Cleanup Unit.

O. Transfer of Interest in Property

No voluntary conveyance or relinquishment of title, easement, leasehold, or other interest in any portion of the Cleanup Unit shall be consummated by King County without provision for continued implementation of all requirements of this Order and implementation of any remedial actions found to be necessary as a result of this Order.

Prior to King County's transfer of any interest in all or any portion of the Cleanup Unit, and during the effective period of this Order, King County shall provide a copy of this Order to any prospective purchaser, lessee, transferee, assignee, or other successor in said interest; and, at least thirty (30) days prior to any transfer, King County shall notify Ecology of said transfer. Upon transfer of any interest, King County shall restrict uses and activities to those consistent with this Order and notify all transferees of the restrictions on the use of the property.

P. Compliance with Applicable Laws

1. All actions carried out by King County pursuant to this Order shall be done in accordance with all applicable federal, state, and local requirements, including requirements to obtain necessary permits, except as provided in RCW 70.105D.090. At this time, no federal, state, or local requirements have been identified as being applicable to the actions required by this Order.

2. Pursuant to RCW 70.105D.090(1), King County is exempt from the procedural requirements of Chapters 70.94, 70.95, 70.105, 77.55, 90.48, and 90.58 RCW and of any laws requiring or authorizing local government permits or approvals. However, King County shall comply with the substantive requirements of such permits or approvals. At this time, no state or local permits or approvals have been identified as being applicable but procedurally exempt under this Section.

King County has a continuing obligation to determine whether additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial

action under this Order. In the event either Ecology or King County determines that additional permits or approvals addressed in RCW 70.105D.090(1) would otherwise be required for the remedial action under this Order, it shall promptly notify the other party of its determination. Ecology shall determine whether Ecology or King County shall be responsible to contact the appropriate state and/or local agencies. If Ecology so requires, King County shall promptly consult with the appropriate state and/or local agencies and provide Ecology with written documentation from those agencies of the substantive requirements those agencies believe are applicable to the remedial action. Ecology shall make the final determination on the additional substantive requirements that must be met by King County and on how King County must meet those requirements. Ecology shall inform King County in writing of these requirements. Once established by Ecology, the additional requirements shall be enforceable requirements of this Order. King County shall not begin or continue the remedial action potentially subject to the additional requirements until Ecology makes its final determination.

3. Pursuant to RCW 70.105D.090(2), in the event Ecology determines that the exemption from complying with the procedural requirements of the laws referenced in RCW 70.105D.090(1) would result in the loss of approval from a federal agency that is necessary for the state to administer any federal law, the exemption shall not apply and King County shall comply with both the procedural and substantive requirements of the laws referenced in RCW 70.105D.090(1), including any requirements to obtain permits.

Q. Periodic Review

As remedial action, including groundwater monitoring, continues at the Cleanup Unit, the Parties agree to review the progress of remedial action at the Cleanup Unit, and to review the data accumulated as a result of monitoring the Cleanup Unit as often as is necessary and appropriate under the circumstances. At least every five (5) years after the initiation of cleanup action at the Cleanup Unit the Parties shall meet to discuss the status of the Cleanup Unit and the need, if any, for further remedial action at the Cleanup Unit. At least ninety (90) days prior to each periodic review, King County shall submit a report to Ecology that documents whether

human health and the environment are being protected based on the factors set forth in WAC 173-340-420(4). Ecology reserves the right to require further remedial action at the Cleanup Unit under appropriate circumstances. This provision shall remain in effect for the duration of this Order.

R. Indemnification

King County agrees to indemnify and save and hold the State of Washington, its employees, and agents harmless, from any and all claims or causes of action for death or injuries to persons or for loss or damage to property to the extent arising from or on account of acts or omissions of King County, its officers, employees, agents, or contractors in entering into and implementing this Order. However, King County shall not indemnify the State of Washington nor save nor hold its employees and agents harmless from any claims or causes of action to the extent arising out of the negligent acts or omissions of the State of Washington, or the employees or agents of the State, in entering into or implementing this Order.

IX. SATISFACTION OF ORDER

The provisions of this Order shall be deemed satisfied upon King County's receipt of written notification from Ecology that King County has completed the remedial activity required by this Order, as amended by any modifications, and that King County has complied with all other provisions of this Agreed Order.

X. ENFORCEMENT

Pursuant to RCW 70.105D.050, this Order may be enforced as follows:

A. The Attorney General may bring an action to enforce this Order in a state or federal court.

B. The Attorney General may seek, by filing an action, if necessary, to recover amounts spent by Ecology for investigative and remedial actions and orders related to the Cleanup Unit.

C. In the event King County refuses, without sufficient cause, to comply with any term of this Order, King County will be liable for:

1. Up to three (3) times the amount of any costs incurred by the State of Washington as a result of its refusal to comply; and

2. Civil penalties of up to twenty-five thousand dollars (\$25,000) per day for each day it refuses to comply.

D. This Order is not appealable to the Washington Pollution Control Hearings Board.

This Order may be reviewed only as provided under RCW 70.105D.060.

Effective date of this Order: _____

KING COUNTY

STATE OF WASHINGTON,
DEPARTMENT OF ECOLOGY

Mr. Kevin Brown
Director, King County Parks and Recreation Div.
201 S. Jackson Street, Suite 700
Seattle, WA 98104
Telephone: 206-296-8631

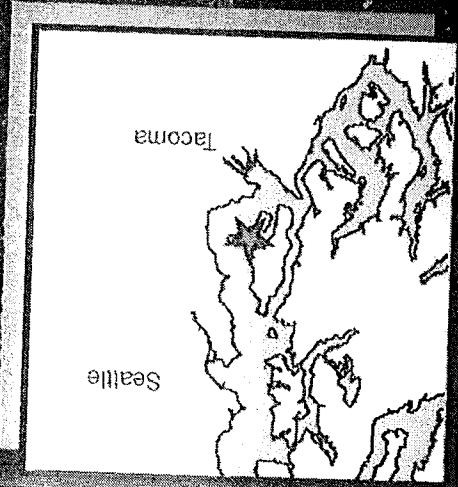
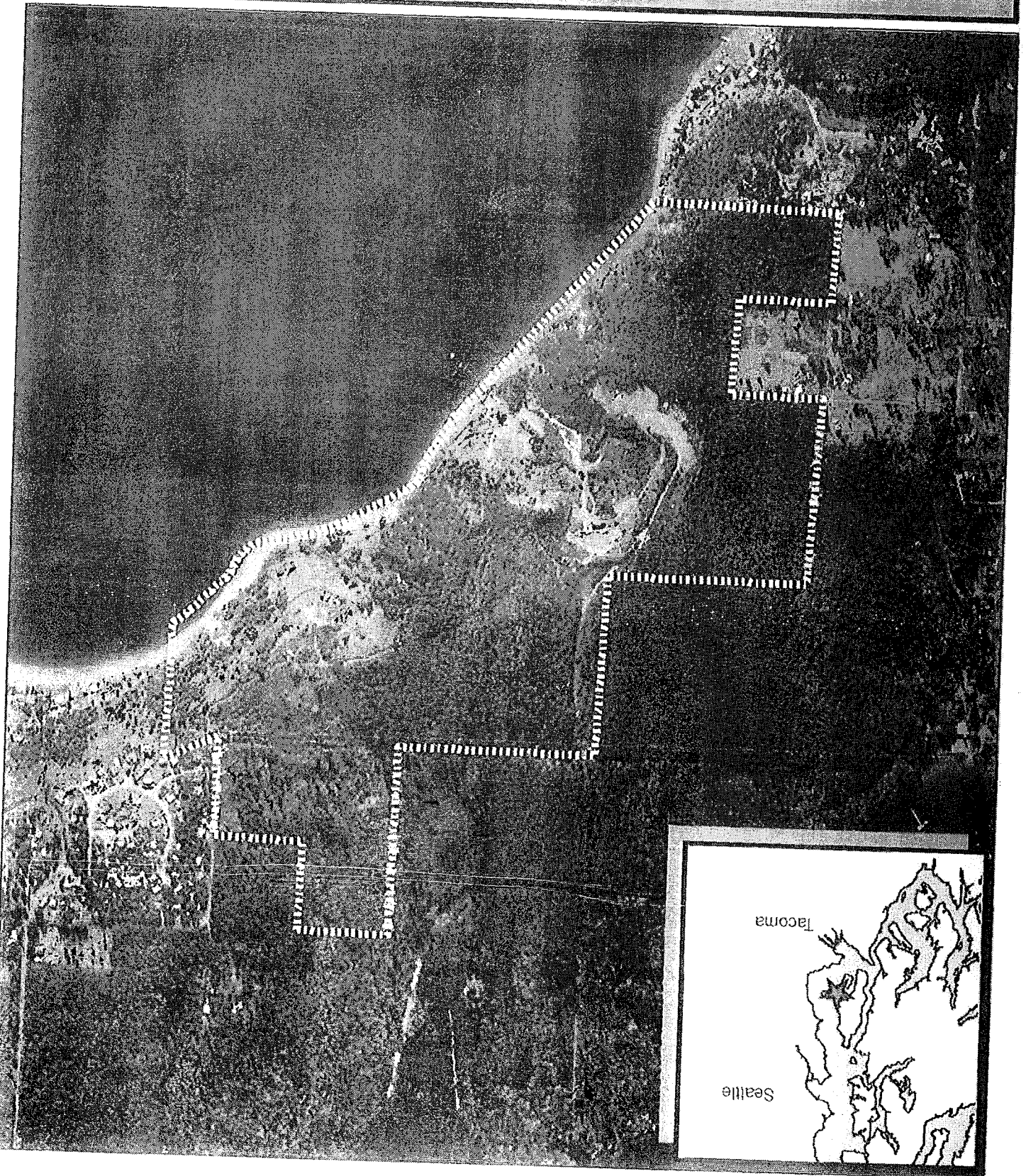
Robert W. Warren, P.Hg., MBA
Section Manager, *Toxics Cleanup Program*
Northwest Regional Office
Bellevue, WA 98008
Telephone: 425-649-7054

Agreed Order No. DE 8439
Exhibit A: Cleanup Unit
Maury Island Open Space
Maury Island, WA
FS # 2901216

0
0.125
0.25
Miles

Legend

Cleanup Unit



Agreed Order No. DE 8439 – Exhibit B

SCOPE OF WORK (SOW)

PURPOSE

The work under this Agreed Order (AO) involves conducting a remedial investigation (RI) and feasibility study (FS), and preparing a Draft Cleanup Action Plan (DCAP) to provide for the selection of a cleanup alternative. The purpose of this RI, FS and DCAP for the Maury Island Open Space Cleanup Unit is to provide sufficient data, analysis, and evaluations to enable Ecology to select a cleanup alternative.

King County shall coordinate with Ecology throughout the development of the RI, FS and DCAP and shall keep Ecology informed of changes to the work plan and other project plans and of issues and problems as they develop. Changes to the work plan will be addressed in accordance with Section VIII.L of the AO.

The SOW is divided into six major tasks as follows:

- Task 1¹. RI/FS Work Plan
- Task 2¹. Remedial Investigation
- Task 3. Interim Actions (if required)
- Task 4. Feasibility Study and SEPA Compliance
- Task 5. DCAP
- Task 6. Progress Reports

TASK 1¹: PREPARE RI/FS WORK PLAN

King County shall prepare a draft Remedial Investigation (RI)/Feasibility Study (FS) Work Plan (Work Plan). The Work Plan shall include an overall description of the RI activities including a possible phased approach. If a phased approach is applicable, the Work Plan shall provide a description of the first phase of the RI activities and the FS, an outline of the steps to evaluate if a second phase of the RI is necessary, and a schedule of the RI/FS activities. The Work Plan shall clearly describe the project management strategy for implementing and reporting on RI/FS activities. The responsibility and authority of all organizations and key personnel involved in conducting the RI/FS will be outlined.

The Work Plan shall describe general facility information, Cleanup Unit history and conditions, past field investigations including data collection and analysis of soils, groundwater, surface water and sediments, past remedial actions, a conceptual site model,

¹ Task 1 and the draft Remedial Investigation report under Task 2 were completed prior to the effective date of the AO.

Exhibit B. Scope of Work
Agreed Order No. DE 8439
King County – Maury Island Open Space, Maury Island

contaminant migration pathways, geology and groundwater system characteristics, land use, natural resources and ecological receptors, hazardous substances sources etc., in compliance with WAC 173-340-350 and WAC 173-204-560.

As part of the project background, existing environmental data on Cleanup Unit soil, groundwater, surface water, and sediments will be compiled and evaluated for data gaps. The data gaps will be used as the basis for conducting additional Cleanup Unit investigations, developing a feasibility study and selecting a remedial alternative for the Cleanup Unit. The draft Work Plan will also identify specific data collection procedures in a Sampling and Analysis Plan (SAP) and Quality Assurance Project Plan (QAPP) in compliance with WAC 173-340-820 and WAC 173-204-600 for defining the nature and extent of contamination.

The SAP identifies the proposed number, locations, and approximate depths of all samples (including soil borings, groundwater monitoring wells, soil, groundwater, stormwater, seep, sediment and catch basin samples, as necessary to meet the objective of the RI), and includes a quality assurance project plan. If a second phase of the RI is necessary, then an addendum to the SAP will be prepared to identify the proposed number, locations, and approximate depths of samples that are necessary to meet the objectives of the RI. The SAP will describe the sampling objectives, the rationale for the sampling approach (based upon the identified data gaps), and plans for data use, and shall provide a detailed description of sampling tasks. The SAP shall describe specifications for sample identifiers; sampling equipment; the type, number, and location of samples to be collected; the analyses to be performed; descriptions of sampling equipment and methods to be used; sample documentation; sample containers, collection and handling; data and records management; and schedule. The sampling plan must not be implemented until approved by Ecology. The plan shall provide 14 days advanced notice to Ecology prior to sampling initiation, whenever possible. Ecology may obtain split samples.

The Quality Assurance Project Plan (QAPP) and any addendum to the QAPP (if a second phase of the RI is necessary) will be prepared in accordance with the Guidance for Preparation of Quality Assurance Project Plans, EPA Region 10, Quality Data Management Program, QA/R-5 and requirements of the EPA Contract Laboratory Program. The QAPP will also follow Ecology's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies (July 2004) and Sediment Sampling and Analysis Plan Appendix (February 2008). These documents can be found at <http://www.ecy.wa.gov/pubs/wac173204.pdf> and <http://www.ecy.wa.gov/biblio/0309043.html> respectively. Examples of completed QAPPs can be found at <http://www.ecy.wa.gov/biblio/qapp.html>. Laboratories must meet the accreditation standards established in Chapter 173-50 WAC. Data quality objectives will reflect the criteria or threshold values used for the source control evaluation.

Exhibit B. Scope of Work
Agreed Order No. DE 8439
King County – Maury Island Open Space, Maury Island

King County or its contractors shall submit all new sampling data generated under this SAP and any other recently collected data to be entered in Ecology's Environmental Information Management System (EIM) in accordance with WAC 173-340-840(5) and Ecology's Toxics Cleanup Program Policy 840: Data Submittal Requirements. Only validated data will be entered into the EIM database.

RI/FS tasks and subtasks will include the following:

- Sampling and analysis of soil, groundwater, seeps and intertidal sediments, as necessary to meet the objective of the RI, at the Cleanup Unit and adjacent areas of Puget Sound;
- Sampling and analysis of surface and subsurface sediments, as necessary to meet the objective of the RI, in Puget Sound;
- Sampling and analysis of stormwater and catch basin solids, as necessary, to determine whether the stormwater system is a source of contamination to surface water and sediments;
- Evaluate the following pathways for their potential to recontaminate sediments:
 - Direct discharges
 - Stormwater discharges
 - Sheet flow
 - Groundwater discharges and seeps
 - Soil erosion
 - Other activities at the Cleanup Unit
 - Spills, dumping, leaks, housekeeping, and management practices;

The Work Plan shall not be implemented until approved by Ecology. Once approved by Ecology, King County will implement the Work Plan according to the schedule contained in Exhibit C unless schedules contained or revised in the Work Plan are approved by Ecology, in which case the revised schedules shall govern.

King County shall prepare two (2) copies of the Draft RI/FS Work Plan and any addendum documents, and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and comment. After addressing Ecology's comments on the draft Work Plan and any addendum documents, after Ecology approval, King County shall prepare five (5) copies of the final Work Plan and any addendum documents, and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for distribution.

TASK 2¹. REMEDIAL INVESTIGATION

King County shall conduct an RI that meets the requirements of WAC 173-340-350(7) and WAC 173-204-560 according to the Work Plan as approved by Ecology and the schedule contained in Exhibit C. The RI will determine the nature and extent of contamination exceeding MTCA cleanup levels, maximum contaminant levels and other

Exhibit B. Scope of Work
Agreed Order No. DE 8439
King County – Maury Island Open Space, Maury Island

regulatory requirements. The RI must provide sufficient data and information to define the nature and extent of contamination.

Field sampling and analysis will be completed in accordance with the SAP and QAPP. Deviation(s) from the approved SAP and QAPP must be communicated to Ecology immediately and documented as required by Ecology.

King County shall provide interim data reports and updates to Ecology as new Cleanup Unit data and information becomes available. Laboratory analysis data shall also be provided in electronic format as it becomes available and has been validated.

During Cleanup Unit investigations, remedial actions might be identified that if taken will reduce or eliminate contamination in the Cleanup Unit or sources of contamination to Puget Sound. Ecology will determine if the remedial actions identified should be implemented prior to completion of the RI and FS. Remedial actions implemented prior to completion of the RI and FS will be considered interim actions and will be implemented in accordance with WAC 173-340-430 and the AO. Remedial actions for contaminated sediments will be designated partial cleanup actions and will be implemented pursuant to WAC 173-204-550(3)(d). Should an interim action be identified and required under the AO, Ecology will request a work plan for approval and implementation (see Task 3).

King County shall compile the results of the Cleanup Unit investigation into a Draft RI report. King County shall prepare two (2) copies of the Draft RI report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and comment. After addressing Ecology's comments on the draft report, King County shall prepare five (5) copies of a Final RI report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for distribution and public comment. Electronic survey data for monitoring locations, electronic lab data, and GIS maps of contaminant distribution shall also be provided for both the draft and final reports.

If the data collected during this investigation is insufficient to define the full nature and extent of contamination, an additional phase of investigation shall be conducted to define the extent of contamination.

TASK 3. INTERIM ACTIONS (if required)

Remedial actions implemented prior to completion of the RI and FS

- that are technically necessary to reduce a threat to human health or the environment by eliminating or substantially reducing one or more pathways for exposure to a hazardous substance;
- that correct a problem that may become substantially worse or cost substantially more to address if the remedial action is delayed; or

Exhibit B. Scope of Work
Agreed Order No. DE 8439
King County – Maury Island Open Space, Maury Island

- that are needed to provide for completion of the remedial investigation and feasibility study or design of the cleanup action

will be considered interim actions, will be implemented in accordance with WAC 173-340-430 and the AO, and will be designed in a manner that will not foreclose reasonable alternatives for any final cleanup action that may be required.

If required by Ecology, or if proposed by King County and approved by Ecology, the PLPs will implement an interim action. Based upon information in the draft RI report, interim action(s) may be needed to expedite control of impacts to public health and releases to sediments or other environmental media pursuant to WAC 173-340-430.

The scope of the interim actions may include, but not be limited to, typical source control or containment elements such as:

- Soil or sediment removal.
- Groundwater remediation
- Repair, slip lining, replacement, or closure of stormwater conveyances or other structures such as conduit, vaults, catch basins, etc.
- Removal of underground storage tanks and pipes
- Removal of old drain fields or former surface impoundments
- Proper abandonment of old wells
- Removal of contaminated building or other structural material
- Construction of a treatment facility
- Shoreline stabilization such as bulkhead repair, erosion or seepage control, and grading or clearing.

If an interim action is to be performed, King County will prepare and submit for Ecology approval a draft Interim Action Work Plan (IAWP) with detail commensurate with the work to be performed. The draft IAWP shall include, as appropriate:

- Description of the interim action including its purpose, general requirements, and relationship to the (final) cleanup action (to the extent known);
- Summary of relevant RI and FS information, including at a minimum existing Cleanup Unit conditions and alternative interim actions considered;
- Information regarding design and construction requirements, including a proposed schedule and personnel roles and responsibilities;
- Compliance Monitoring Plan;
- SAP/QAPP.

King County will also submit a copy of the Health and Safety Plan for the project.

Once approved by Ecology, King County will implement the interim action according to the schedule contained in the IAWP.

Exhibit B. Scope of Work
Agreed Order No. DE 8439
King County – Maury Island Open Space, Maury Island

King County shall prepare two (2) copies of the draft IAWP and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and approval. After addressing Ecology's comments on the draft IAWP and after Ecology approval, King County shall prepare five (5) copies of the final IAWP and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology.

Upon successful completion of the work, an Interim Action Report will be prepared as a separate deliverable. King County shall prepare two (2) copies of the Interim Action Report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and comment. After addressing Ecology's comments on the Interim Action Report and after Ecology approval, King County shall prepare five (5) copies of the Interim Action Report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology.

TASK 4. FEASIBILITY STUDY AND SEPA COMPLIANCE

FEASIBILITY STUDY

King County shall use the information obtained in the RI to prepare a Feasibility Study (FS) that meets the requirements of WAC 173-340-350(8) according to the approved Work Plan and schedule (Exhibit C).

The Draft FS will evaluate remedial alternatives for Cleanup Unit cleanup, consistent with MTCA requirements to ensure protection of human health and the environment by eliminating, reducing, or otherwise controlling risk posed through each exposure pathway and migration route.

The FS will provide a detailed analysis of each remedial alternative according to the applicable requirements of WAC 173-340-350, MTCA Remedial Investigation and Feasibility Study, and WAC 173-204-560, SMS Cleanup Study. The remedial alternatives will be evaluated for compliance with the applicable requirements of WAC 173-340-360, Selection of Cleanup Actions, and WAC 173-204-560(4), including a detailed evaluation of remedial alternatives relative to the following criteria:

- Compliance with Cleanup Standards and Applicable Laws
- Protection of Human Health
- Protection of the Environment
- Provision for a Reasonable Restoration Time Frame
- Use of Permanent Solutions to the Maximum Extent Practicable
- The Degree to which Recycling, Reuse, and Waste Minimization are Employed
- Short-term Effectiveness
- Long-Term Effectiveness
- Net Environmental Benefit

Exhibit B. Scope of Work
Agreed Order No. DE 8439
King County – Maury Island Open Space, Maury Island

- Implementability
- Provision for Compliance Monitoring
- Cost-Effectiveness
- Prospective Community Acceptance

The remedial alternative that is judged to best satisfy the evaluation criteria will be identified. Justification for the selection will be provided, and the recommended remedial alternative further developed, in the FS report.

King County shall prepare two (2) copies of the draft FS report and draft final FS report and submit them, including one electronic copy in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and comment.

After addressing Ecology's comments on the draft FS report and draft final FS report, and after Ecology approval, King County shall prepare five (5) copies of the Draft Final FS report and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for distribution and public comment.

SEPA

King County shall be responsible for complying with the State Environmental Policy Act (SEPA) Rules including preparing and submitting an environmental checklist. If the result of the threshold determination is a determination of significance (DS), King County shall be responsible for the preparation of draft and final environmental impact statements. King County shall assist Ecology with coordinating SEPA public involvement requirements with MTCA public involvement requirements whenever possible, such that public comment periods and meetings or hearings can be held concurrently.

King County shall support Ecology in presenting the Final RI and Draft Final FS reports and SEPA evaluations at one public meeting or hearing. King County will assist Ecology with presentations at any additional meetings or hearings that might be necessary for SEPA compliance or as part of the Public Participation Plan.

After the public comment periods are completed, King County shall prepare a Draft Responsiveness Summary that addresses public comments and prepare a second Draft Final FS report that addresses public comments. King County shall prepare two (2) copies of the Draft Responsiveness Summary and second Draft Final FS report and submit them to Ecology for review and comment, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for distribution and public comment.

After addressing Ecology's comments, King County shall prepare five (5) copies of the Final Responsiveness Summary and Final FS report and submit them to Ecology for distribution, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats.

Exhibit B. Scope of Work
Agreed Order No. DE 8439
King County – Maury Island Open Space, Maury Island

TASK 5: PREPARE DRAFT CLEANUP ACTION PLAN

Upon Ecology approval of the final RI report and draft FS report, King County shall prepare a draft cleanup action plan (DCAP) in accordance with WAC 173-340-380 that provides a proposed remedial action to address the contamination present on the Cleanup Unit. Where contaminated sediments are included in the remedial action, the cleanup plan will comply with WAC 173-204-580, in addition to the MTCA requirements cited above.

The DCAP shall include a general description of the proposed remedial actions, cleanup standards developed from the RI and FS, and rationale regarding their selection, a schedule for implementation, description of any institutional controls proposed, and a summary of applicable local, state, and federal laws pertinent to the proposed cleanup actions.

King County will submit a Draft Cleanup Action Plan (DCAP) for Ecology's review and approval. The DCAP will include, but not be limited to, the information listed under WAC 173-340-380. King County shall prepare two (2) copies of the DCAP and submit them, including one electronic copy each in Word (.doc) and Adobe (.pdf) formats, to Ecology for review and comment.

After receiving Ecology's comments on the DCAP, if any, King County shall revise the report to address Ecology's comments and submit five (5) copies of the report including one electronic copy each in Word (.doc) and Adobe (.pdf) formats.

TASK 6. PROGRESS REPORTS

King County shall submit progress reports monthly. Progress reports shall be submitted to Ecology until satisfaction of the AO in accordance with Section IX of the AO. Progress Reports shall be submitted to the Ecology project coordinator by the 15th of the month following the reporting month. If this day is a weekend or holiday, deliverables will be submitted to Ecology on the next business day. At a minimum, progress reports shall contain the following information regarding the preceding reporting period:

- A description of the actions which have been taken to comply with the AO.
- Summaries of sampling and testing reports and other data reports received by King County
- Summaries of deviations from approved work plans
- Summaries of contacts with representatives of the local community, public interest groups, press, and federal, state, or tribal governments

Exhibit B. Scope of Work
Agreed Order No. DE 8439
King County – Maury Island Open Space, Maury Island

- Summaries of problems or anticipated problems in meeting the schedule or objectives set forth in the SOW and Work Plan
 - Summaries of solutions developed and implemented or planned to address any actual or anticipated problems or delays
 - Changes in key personnel
 - A description of work planned for the next reporting period
-

Agreed Order No. DE 8439 - Exhibit C

Schedule

The schedule for deliverables described in Exhibit B of this AO is summarized below to complete the RI, FS, and DCAP. If at any time during the RI/FS/DCAP process, unanticipated conditions or changed circumstances are discovered which might result in a schedule delay, the PLP shall bring such information to the attention of Ecology. Ecology will determine whether a schedule extension is warranted under the AO. Any completion times that fall on a holiday or weekend will extend to the next working day.

Deliverables	Date Completed	Completion Times
King County develop RI/FS Work Plan (WP)	09/15/10	
King County review WP/finalizes initial WP	09/20/10	
Ecology review/comments on WP	10/04/10	
King County review/finalizes WP	10/08/10	
Ecology WP approval	10/25/10	Ecology received Final WP on November 5, 2010
King County develops draft RI report		Immediately following effective date of the AO
King County develops draft final RI report		60 calendar days following receipt of Ecology's comments on draft RI
King County finalizes RI report		90 calendar days following receipt of Ecology's comments on draft final RI
King County develops final Park/Land Use Plan		February 01, 2013
King County develops draft FS report		60 calendar days following Ecology's receipt of final Park/Land-Use Plan
King County develops draft final FS report		60 calendar days following receipt of Ecology's comments on draft final FS
2 nd draft final FS report and draft responsiveness summary		60 calendar days following public comment, receipt of Ecology's 2 nd draft final FS comments and draft responsiveness summary
Final FS report and responsiveness summary		45 calendar days following receipt of Ecology's comments on 2 nd draft final FS report
King County develops draft cleanup action plan (DCAP)		90 calendar days following completion of final FS report and responsiveness summary
King County develops revised DCAP		45 calendar days following receipt of Ecology's comments on DCAP.
Progress Reports		15 th of every month beginning after the completion of the first full month after the effective date of the AO