



**IAA No. C1800172**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

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

**AND**

**KING 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 KING COUNTY hereinafter referred to as the "COUNTY," pursuant to the authority granted by state law and King County Charter Section 120.

**THE PURPOSE OF THIS AGREEMENT** is to conduct an alternatives and feasibility analysis for a explore a single regional hotline for reporting spills and other environmental incidents that would improve response time a reduce confusion that results from the existing multiple hotlines across the region at each jurisdiction and at state agencies.

**WHEREAS**, Ecology has legal authority (RCW 90.48 and WAC 173-220) and KING COUNTY has legal authority (King County Code Title 9) that allows each party to undertake the actions in this agreement.

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

**1) SCOPE OF WORK**

The 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 shall commence on **June 1, 2018**, or the date of final signature, whichever comes later, and be completed by **December 1, 2020**, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

### 3) COMPENSATION

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

The source of funds for this IAA is **General Fund/ Private-Local account for Stormwater Action Monitoring.**

The parties have determined that the cost of accomplishing the work identified herein will not exceed \$175,840.50, 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 completed work.

### 4) BILLING AND PAYMENT PROCEDURE

Payment requests shall be submitted on state form, Invoice Voucher A19-1A. Invoices shall describe by task and document to ECOLOGY's satisfaction a description of the work performed, the progress of the work, and related costs. Each invoice voucher shall reference the Agreement (IAA) number and clearly identify those items that relate to performance under this Agreement. 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. Send invoices to:

**State of Washington**  
**Department of Ecology Attn:**  
**Brandi Lubliner**  
**P.O. Box 47600**  
**Olympia, WA 98504-7600**

Payment requests may be submitted on a biannual basis or at the completion of the work and acceptance of the deliverables listed in Appendix A. 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 issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment you must be registered as a state-wide vendor. To register submit a state-wide vendor registration form and an IRS W-9 form at website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. If you have questions about the vendor registration process you can contact DES at the Payee Help Desk at (360) 407-8180 or email [payeehelpdesk@watech.wa.gov](mailto:payeehelpdesk@watech.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.

### 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 CONTRACTOR through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the CONTRACTOR. 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 in the Superior Court for Thurston County.

## **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 C1800172.
- d. Appendix A, Statement of Work and Budget.
  - 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 records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of this Agreement and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

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

**18) SUBCONTRACTORS**

The 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 subcontractor requirements and reporting.

Prior to performance, all subcontractor 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) 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.

**20) 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.

**21) 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.

**22) 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 that they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The King County Representative is:
Name: Brandi Lubliner Address: 300 Desmond Dr. SE (USPS) P.O.Box 47600 (FedEx) Olympia, WA 98504-7600 Phone: 360-407-7140 Email: Brandi.Lubliner@ecy.wa.gov	Name: Todd Hunsdorfer Address: KSC – NR – 0600 201 S. Jackson St Seattle, WA 98104 Phone: 206-263-0922 Email: thunsdorfer@kingcounty.gov

**23) ALL WRITINGS CONTAINED HEREIN**

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

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

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

**State of Washington**                      **King County**  
**Department of Ecology**  
By:

By:

\_\_\_\_\_  
Signature                                      Signature                                      Date

\_\_\_\_\_  
Name: Polly Zehm                                      Print Name:

\_\_\_\_\_  
Title: Deputy Director                                      Title:

Approved as to form  
only:  
Office of Attorney General

## APPENDIX A

### STATEMENT OF WORK AND BUDGET

#### Regional Spill Reporting Hotline – Feasibility Study

The goal of this study is to gather information and conduct an assessment on the feasibility for a regional or statewide common “hotline” number for citizens and municipal staff in Washington State to report spills and environmental incidents. This project is a Source Identification Information Repository (SIDIR) project as part of the Stormwater Action Monitoring (SAM) program overseen by the Stormwater Work Group (SWG). SWG is a collaborative regional coalition of municipal, county, and state agencies. The Source Identification subgroup of SWG will serve as a Technical Advisory Committee for this project.

Due to the variety of municipal reporting options across the region, and the varied levels on internal training, spill reporting and response are challenged and less coordinated than they may have the potential to be. The goal for a new hotline would be to collate the reporting of regional spills in a single location, thereby creating efficiencies, reducing confusion, and improving response times to reported spills. A single regional hotline would also ensure reporting and data collection standardization, assist with regional standardization of response actions, promote mutual aid assistance on large and crossjurisdictional spill, and provide uniform standards for notification and requesting state resources. Additionally, this centralized resource would direct reports to the correct municipal/county agency while recording regional spills in a searchable database to track trends and responses, which may help to identify spill prevention measures and outreach opportunities.

#### Objectives:

- Interview/survey municipal and state spill report/response program staff to understand overarching trends and solutions
- Research existing reporting services/software to identify potential resources
- Recommendations for development or identification of a customizable database and linked phone system

#### Outcomes and Tasks

- Outcome: Report on results of municipal spill hotline research
- Outcome: Specifications for a phone system linked to customized database
- Outcome: Funding and implementation strategy for the hotline
- Task 1: Project management, meetings
- Task 2: Municipal and state agency research
- Task 3: System research
- Task 4: Data analysis, report, review process, recommendations

#### Task 1: Project Management and Meetings (Total Cost \$10,005.00)

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King County is responsible for the management and coordination of the work defined in this Agreement. Tasks 2 - 4 represent the labor and expenses associated with scheduling, coordination, and quality control services for this work. King County and its sub consultants will provide management measures including:

- Status reports to Ecology regarding progress and budget over the prior 6 months and cumulative project term.
- Biannual invoices.

- Maintenance of project files.
- Ensure deliverables meet applicable ADA requirements.

Deliverable 1.1 Biannual Project Progress Reports

\$4,502.25 Target Date: Biannually at the end of June and December (4 total)

Deliverable 1.2 Quarterly Meetings

\$5,502.75 Target Date: Quarterly (8 total)

**Task 2: Municipal and State Research (Total Cost \$41,850.00)**

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King County will develop a series of interview questions meant to gather information from municipal and state staff regarding spill reporting and response. Upon approval of questionnaire by the SWG Source Identification Subgroup, King County will conduct interviews with participating municipalities, local, and state agencies. The purpose of this interview will be to:

- Conduct research into municipal and state spill report/response programs in order to understand overarching trends and solutions across the region, and more firmly establish the goals and scope of a potential new system.
- Gather recommendations from municipalities and state agencies for incorporation of a new hotline into existing funding and marketing strategies.
- Gather input on new funding and marketing strategies.

The compiled information will be collated and analyzed, and conveyed through a final report.

Deliverable 2.1 Draft Interview Questionnaire

\$9,000.00 Target Date: 2/28/2019

Deliverable 2.2 Interview Questionnaire and Completed Surveys

\$32,850.00 Target Date: 7/31/2019

**Task 3: System Research (Total Cost \$12,000.00)**

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King County will research existing hotline programs and databases and identify and describe two to three options for the Source Identification Subgroup to choose from. Criteria for the service(s) ought to consider:

- Customizable database linked to the system used to communicate the spill (including but not limited to phone, email, or app for example).
- Database capable of auto-populating certain fields with information from the incoming call.
- Capable of geo-location of incoming calls and inputted addresses and the ability to present inputted address/locations as a geo-located pin on a map.
- A way to accommodate many users with unique login for database.
- Reports and details visible to all users.
- Capable of allowing multiple agencies to update individual reports as status or ownership change.
- The difference between the public and private methods for interacting with the data.
- The costs of initial setup and ongoing implementation.
- Other resource needs (i.e. data or cloud storage, data transmission, archive system, safeguards of personal information).

The King County will present the pros and cons of each of the two to three selected options. These characteristics will include, but are not limited to, ease of use, ease of customization, and costs including startup costs and estimated on-going maintenance, operation, and upgrade costs for each option. The compiled information will be collated and analyzed, and conveyed through a final technical memorandum.

Deliverable 3.1 Technical memorandum: Research Summary and Service Option Recommendations  
 \$12,000.00 Target Date: 10/15/2019

**Task 4: Data Analysis and Report (Total Cost \$96,000.00)**

King County will collate and analyze all data gathered from the interviews and the systems research. A formal analysis will be conveyed through a final report.

King County will prepare a report documenting the results of Task 2 and Task 3 activities, and provide recommended next-steps of implementation including, but not limited to:

- How to address existing gaps or challenges being faced.
- How to implement successful ideas into overall program.
- Three service options best suited to this program with benefits and challenges of each reviewed
- Marketing recommendations to best incorporate this resource into the municipal systems, and the public's notice.

King County will submit a draft report for review by selected personnel. Upon receipt of comments, King County will prepare a final report.

- Draft outline in Microsoft Word electronic file format
- Draft Report in Microsoft Word electronic file format.
- Final Technical Report in Microsoft Word and Adobe PDF electronic file formats.

Deliverable 4.1 Meeting to discuss data analysis with the SWG Source Identification subgroup  
 \$9,000.00 Target Date: 11/30/2019

Deliverable 4.2 Report Outline

\$21,000.00 Target Date: 1/31/2020 Deliverable 4.3

Draft Report

\$36,000.00 Target Date: 3/31/2020

Deliverable 4.4 Final Report and draft fact sheet

\$24,000.00 Target Date: 7/31/2020

Deliverable 4.5 Two Presentations; one to SWG and the other to be decided.

\$6,000.00 Target Date: to be decided.

**Total Project Budget**

Total project costs are \$175,840.50. This includes salaries and benefits, travel, supplies, and 10% contingency.

Item	Description	Amount
Task 1	Project Management	\$10,005.00
Task 2	Municipal Research	\$41,850.00
Task 3	Systems Research	\$12,000.00
Task 4	Data Analysis, Report, Review Process, Recommendations	\$96,000.00
	10% Contingency	\$15,985.50
	Total Project Cost	\$175,840.50

