



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**IAA No. C2100050**

**INTERAGENCY AGREEMENT (IAA)**

**BETWEEN**

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

**AND**

**WASHINGTON STATE UNIVERSITY**

**THIS INTERAGENCY AGREEMENT** (“Agreement” or “IAA”) is made and entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY,” and the Washington State University in Puyallup, WA hereinafter referred to as the “WSU” and “CONTRACTOR,” pursuant to the authority granted by Chapter 39.34 RCW.

**THE PURPOSE OF THIS AGREEMENT** is to develop guidance and online resources for municipalities on business inspection and source control.

**WHEREAS**, ECOLOGY has legal authority (RCW 90.48 and WAC 173-220) and WSU has legal authority (RCW 90.48 and WAC 173-220) that allows each party to undertake the actions in this agreement.

**WHEREAS**, the WSU will use web services already established and equipment already purchased that is part of their Washington Stormwater Center (WSC) program.

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

**1) SCOPE OF WORK**

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

**2) PERIOD OF PERFORMANCE**

The period of performance of this IAA will commence on **February 15, 2021**, (or the date of final signature, whichever comes later,) and be completed by **September 30, 2023**, unless the Agreement is terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

### 3) COMPENSATION

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

The source of funds for this IAA is **General Fund/ Private-Local account for Stormwater Action Monitoring**. Both parties agree to comply with all applicable rules and regulations associated with these funds.

The parties have determined that the cost of accomplishing the work identified herein will not exceed dollars (**\$278,945**), including any indirect charges. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree via an amendment to a higher amount. Compensation for services shall be based on the terms and tasks set forth in Appendix A, *Statement of Work and Budget*. ECOLOGY will not make payment until it has reviewed and accepted the work.

ECOLOGY may, at its sole discretion, terminate or suspend this Contract, or withhold payments claimed by the CONTRACTOR for services rendered, if the CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

### 4) BILLING AND PAYMENT PROCEDURE

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

Send invoices to:

<p><b>State of Washington</b> <b>Department of Ecology</b> <b>Attn: Brandi Lubliner</b> <b>P.O. Box 47600</b> <b>Olympia, WA 98504-7600</b></p>
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Payment requests may be submitted **upon the completion of approved deliverables**. Upon expiration of this Agreement, any claim for payment not already made shall be submitted to ECOLOGY within 30 days after the expiration date or the end of the fiscal year, whichever is earlier.

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

Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment, CONTRACTOR must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. For questions about the vendor registration process, contact Statewide Payee Help Desk at (360) 407-8180 or email [PayeeRegistration@ofm.wa.gov](mailto:PayeeRegistration@ofm.wa.gov).

### 5) ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

## **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 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 C2100050.
- d. Appendix A, *Statement of Work and Budget*.
- e. Any other provisions or term of this Agreement, including materials incorporated by reference or otherwise incorporated.

## **14) RECORDS MAINTENANCE**

The parties to this Agreement shall each maintain books, records, documents, and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These materials shall be subject to inspection, review, or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other materials relevant to this Agreement must be retained for six years after expiration of this Agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period. Each party will utilize reasonable security procedures and protections for all materials related to this Agreement. All materials are subject to state public disclosure laws.

## **15) RESPONSIBILITIES OF THE PARTIES**

Each party of this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party will be considered the agent of the other party to this Agreement.

## **16) RIGHTS IN DATA**

Unless otherwise provided, data which originates from this Agreement shall be "work made for hire" as defined by the United States Copyright Act, Title 17 U.S.C. section 101 and shall be owned by state of Washington. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, and register these items, and the ability to transfer these rights.

## **17) SEVERABILITY**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

## **18) SUBCONTRACTORS**

CONTRACTOR agrees to take complete responsibility for all actions of any Subcontractor used under this Agreement for the performance. When federal funding is involved there will be additional contractor and subcontractor requirements and reporting.

Prior to performance, all subcontractors who will be performing services under this Agreement must be identified, including their name, the nature of services to be performed, address, telephone, WA State Department of Revenue Registration Tax number (UBI), federal tax identification number (TIN), and anticipated dollar value of each subcontract. Provide such information to ECOLOGY's Agreement manager.

**19) SUSPENSION FOR CONVENIENCE**

ECOLOGY may suspend this Agreement or any portion thereof for a temporary period by providing written notice to the CONTRACTOR a minimum of seven (7) calendar days before the suspension date. CONTRACTOR shall resume performance on the first business day following the suspension period unless another day is specified in writing by ECOLOGY prior to the expiration of the suspension period.

**20) TERMINATION FOR CAUSE**

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) business days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

**21) TERMINATION FOR CONVENIENCE**

Either party may terminate this Agreement without cause upon thirty (30) calendar day prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**22) WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a written amendment to this Agreement signed by an authorized representative of the parties.

**23) AGREEMENT MANAGEMENT**

The representative for each of the parties shall be responsible for and shall be the contact person for all communications, notifications, and billings questions regarding the performance of this Agreement. The parties agree that if there is a change in representatives, they will promptly notify the other party in writing of such change, such changes do not need an amendment.

The ECOLOGY Representative is:	The WSU Representative is:
Name: Brandi Lubliner, P.E. Address: P.O. Box 47600 (standard mail) 300 Desmond Dr. SE (UPS or FedEx) Olympia, WA 98504-7600 Phone: 360-407-7140 Email: Brandi.Lubliner@ecy.wa.gov	Name: Laurie Larson-Pugh Address: 2606 W Pioneer Ave Puyallup WA, 98371 Phone: 253-445-4593 Email: laurie.larson-pugh@wsu.edu

**24) ALL WRITINGS CONTAINED HEREIN**

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

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

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

**State of Washington  
Department of Ecology**

**Washington State University**

By:

By:

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

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

\_\_\_\_\_  
Heather R. Bartlett

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Deputy Director

\_\_\_\_\_  
Title:

## **APPENDIX A STATEMENT OF WORK AND BUDGET**

### **Title: Developing and Refining Source Control Inspection Programs for Businesses**

#### **Project Purpose**

Develop a source control program guidance manual and trainings to assist Western Washington Phase II permittees implement new business inspection source control programs that comply with 2019-2024 NPDES Municipal Stormwater Permit requirements (S5.C.8). Materials and training information will be based on best management practices (BMPs) and lessons learned from existing Phase I and Phase II jurisdictions business inspection programs.

#### **Project Description**

In Jan. 2020 the Business Inspection Group (BIG), a group of Ph.I and Ph. II western Washington stormwater permittees organized to collaborate and share business inspection program information. BIG completed the Business Inspection Program [Report](#) to assist permittees in developing their source control programs. Eight jurisdictions with established source control programs were interviewed about how they developed their programs via a comprehensive survey. The survey questions were created and reviewed by regional technical experts from the BIG membership based on permit requirements S5.C.8. This report is the basis of this project's goals to build a more indepth online guidance manual and develop training on source control program development.

The BIG project team (team) understands the significance of completing this manual/tool with time for permittees to utilize these resources in developing their programs. The project timeline prioritizes the manual sections most critical to develop first.

This project will provide deliverables that include detailed information about the current Phase I and Phase II programs, providing examples and best practices essential to meeting the business inspection source control requirements of the permit. The culmination of the project will be a single reference guide and consistent training for staff implementing source control programs and inspection activities. Regional long term benefits will include at a minimum:

- Improved Water quality
- Raises pollution prevention awareness for businesses
- Implementation of basic BMPs
- Provides tools to assist permittees in meeting permit obligations
- Consistency of regional inspections programs and a level playing field for businesses
- Assists smaller jurisdictions with limited capacity and resources to implement business inspection programs.

#### **Task 1 Project management**

**(Total cost = \$ 17,088)**

Washington State University (WSU) will manage all work related to administration, coordination of the project planning team, TAC, consultant and financial activities associated with the projects tasks. Project management shall include the following activities not identified as deliverables:

- Develop Request for Proposal (RFP) for a consultant(s) to assist with tasks 2, 3, 4. WSU will work with the planning team to develop and execute the call for proposals, publicize RFP, short list interviews, and execute contact.
- Convene a Technical Advisory Committee (TAC) comprised of municipal source control technical experts from across Western Washington jurisdictions.
- WSU will coordinate with the Project Team and TAC to schedule meetings, develop a project communications plan and timeline for project deliverables.
- Provide SAM coordinator all draft materials for review and comment.

**Deliverable 1.1:** Quarterly status reports: Document activity, coordination with the team, and communications with Ecology.

Cost = \$ 12,588      Target date: Two weeks after quarter ends

**Deliverable 1.2:** Presentations to SWG and a local stormwater conference (e.g. MuniCon 2023 or NEBC)

Cost = \$ 2,500      Target date: January 31, 2023

**Deliverable 1.3:** Draft SAM Fact Sheet

Cost = \$ 2,000      Target date: January 31, 2023

## **Task 2 Information search**

**(Total cost \$ 31,327)**

Guidance manual content will include the BIG report, and surveys of other Phase II jurisdiction with source control programs identified that weren't surveyed for the original report. Those jurisdictions with source control programs not included in the BIG report will be asked to complete the BIG report. The team and TAC will identify knowledge gaps to inform the interview of jurisdictions. An information search will be conducted to determine resources and tools available through organizations addressing pollution prevention such as: local health or hazardous waste departments, ECOSS, and Pollution Prevention Assistance Program (PPA).

**Deliverable 2.1:** Summary of municipal and organization interviews

Gather information on 3 to 4 active municipal source control programs not interviewed for BIG report along with related agencies with source control information. Conduct interviews with municipal source control program managers and staff responsible for implementing different aspects of their programs. Implement data requests from these permittees via survey and interviews and include information in the guidance manual. Include interviews with businesses utilizing questions developed by the BIG.

Cost = \$12,000      Target Date: May 31, 2021

**Deliverable 2.2:** BIG report review summary of information gap findings

The TAC will review the BIG report and related documents identify information gaps to ensure the source control guidance manual is complete, accurate and user friendly in informing jurisdictions striving to meet the Phase II permit requirements. TAC will help identify any knowledge gaps or additional information needs to inform a Phase II Permit compliant program.

Cost = \$12,000      Target Date: May 31, 2021

**Deliverable 2.3:** Online directory list of agencies with on-line resource materials and tools posted in the WSC municipal program resource library. Gather information on relevant materials and tools available from agencies and pollution prevention organizations to develop a directory of on-line links to education and outreach materials and tools (i.e. ECOSS, Health Departments., PPA, etc.).

Cost = \$7,327      Target Date: March 31, 2021

**Task 3 Online guidance manual  
(Total cost \$ 122,536)**

The guidance manual will be an online guidance tool formatted in sections sequenced by permit obligations. The guidance Manual shall include but not be limited to a list of elements specific to Phase II permit S5.C.8: code/ordinances, policy/procedures, data management, resource catalog, staffing, BMPs, and Appendix 8. The manual content shall include sample inspection templates, checklists, BMPs and education and outreach materials to assist Phase II jurisdictions in the development and implementation of a business inspection and source control program.

The Communication Plan will be completed as part of Task 3. New available content and training notifications will be shared at a minimum via email to the WSC list serve, ECY regional permit coordinators list serve, Pollution Prevention Assistance (PPA). WSU through Washington Stormwater Center (WSC) will maintain a web page dedicated to providing access to completed guidance manual and training videos, tools and other documents, i.e. templates.

**Deliverable 3.1:** 2-3 draft priority sections for TAC review

Develop Source Control Guidance Manual with adaptable templates for use by jurisdictions. Guidance manual sections and templates will be completed in sections in accordance with permit requirements and due dates.

Cost = \$ 20,500      Target Date: July 31, 2021

**Deliverable 3.2:** Draft manual for ECY & TAC review

Cost = \$ 75,500      Target Date: October 31, 2021

**Deliverable 3.3:** Final TAC-approved manual

Cost = \$ 17,036      Target Date: February 28, 2022

**Deliverable 3.4:** Communication Plan

Cost = \$ 9,500      Target Date: May 31, 2021

**Task 4 Business inspection training  
(Total cost \$ 107,994)**

Curriculum will be developed for new municipal stormwater inspectors and as a staff refresher training using experienced municipal inspection program managers so that the material provides

a peer to peer experience. Four virtual (In-person option if pandemic restrictions lifted) trainings will focus on conducting an efficient and effective business inspection. Training sessions are planned in the North, Central, South and West Sound regions of Western Washington with a jurisdictional host. The training will be recorded and edited to create a series of short training videos. A virtual training platform will also be utilized an on-line training tool accessible to jurisdiction staff beyond the four scheduled trainings. Training materials and videos will be posted on the WSC website for on-line use by municipal inspection programs for new and refresher training.

**Deliverable 4.1:** Draft training outline/agenda and curriculum

Cost = \$ 62,000      Target Date: November 30, 2021

**Deliverable 4.2:** Develop approved training materials and on-line training tool

Cost = \$ 20,000      Target Date: September 30, 2022

**Deliverable 4.3:** Implement 4 trainings sessions and capture video recordings

The training will be recorded to create training videos series for use by jurisdictions for staff inspection training.

Cost = \$ 15,900      Target Date: October 31, 2022

**Deliverable 4.4:** Final Training video and curriculum posted to the website.

The training video recording and editing budget was built on the assumption that these services are provided in-kind by King County. During the uncertainty of COVID-19, if King County is unable to provide these services the training video may need a budget amendment for additional funds with the approval of the SAM coordinator.

Cost = \$ 10,094      Target Date: Jan 30, 2023

**Budget Detail by Task**

The budget may be shifted between tasks, with pre-approval from Ecology, but the total budget may not be exceeded without an approved amendment from Ecology. WSU may use an indirect rate of a maximum of 30 percent of salaries and benefits. WSU must provide documentation on what is included in the indirect rate prior to reimbursement. This is a negotiated rate between the WSU and its Ecology funding program contact, and is subject to Ecology approval.

Task Description		Salaries	Benefits	Personal Services	Travel	Goods	Indirect	Total Task
Task 1	Project management	\$10,114	\$3,029	-	-	-	\$3,945	\$17,088
Task 2	Information search	\$6,526	\$1,954	\$20,000	\$300	-	\$2,547	\$31,327
Task 3	Online guidance manual	\$25,004	\$7,487	\$80,000	\$300	-	\$9,745	\$122,536
Task 4	Business inspection training	\$24,621	\$7,373	\$60,800	\$600	\$5,000	\$9,600	\$107,994
Total by object		\$66,265	\$19,843	\$160,800	\$1,200	\$5,000	\$25,837	<b>\$278,945</b>