



DEPARTMENT OF  
**ECOLOGY**  
State of Washington

**IAA No. C1600187**

**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 implement an effectiveness study through the Regional Stormwater Monitoring Program (RSMP) that provides National Pollutant Discharge Elimination System (NPDES) Municipal permittees with regional information to help improve their understanding of and efficiency of operating their catch basin inspection and maintenance program.

**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 **July 15, 2016**, or date of final signature, whichever comes later, and be completed by **May 1, 2019**, 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 39.26.180(3). This is a performance-based contract, in which payment is based on the successful completion of expected deliverables.

The source of funds for this IAA is **General Fund – Private/Local (RSMP)**. The parties have determined that the cost of accomplishing the work identified herein will not exceed **\$260,305**. 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 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 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, RSMP Coordinator P.O. Box 47600 Olympia, WA 98504-7600 Or by electronic mail brandi.lubliner@ecy.wa.gov
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Payment requests may be submitted on a quarterly basis or at the completion of the work. 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@des.wa.gov](mailto:payeehelpdesk@des.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 contract 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.

KING COUNTY's obligation to provide services under this Agreement is contingent on appropriation of funding by KING COUNTY's legislative body. If no such appropriation is made for any future year, this Agreement will terminate at the close of the appropriation year for which the last appropriation that funds these activities was made.

### **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 **C1600187**.
- d. Appendix A, Statement of Work and Budget.
- e. Any other provisions of this Agreement, including materials incorporated by reference.

#### **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 "works for hire" as defined by the U.S. Copyright Act of 1976 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 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) 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 upon thirty (30) calendar days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

**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 and billings regarding the performance of this Agreement.

The ECOLOGY Representative is:	The KING COUNTY Representative is:
Name: Brandi Lubliner Address: PO Box 47600 Olympia, WA 98504-7600 Phone: 360.407.7140 Email: brandi.lubliner@ecy.wa.gov	Name: Jenée Colton Address: 201 S. Jackson, Suite 600 Seattle, WA 98104 Phone: 206.477.4075 Email: jenee.colton@kingcounty.gov



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

### **Mining the existing Western Washington catch basin inspection and maintenance data for maintenance needs and cost-efficiencies**

#### **BACKGROUND**

This project is designed to gather and evaluate existing records for catch basin (CB) inspection and maintenance to identify correlating factors that could be used to predict CB maintenance needs and to examine inspection and maintenance program designs among Western Washington jurisdictions to identify cost efficiencies in program implementation. One of effectiveness study questions set forth by the Stormwater Work Group (SWG), that this project addresses is: “Analyze/synthesize the catch basin inspection data previously collected by Phase I and some Phase II permittees to help permittees determine individual inspection frequency needs to comply with new permit requirements based on permittees’ known areas of concern (and relative unconcern).”

This effectiveness study is part of the Regional Stormwater Monitoring Program (RSMP), and was approved by the SWG.

#### **Project Objectives:**

1. Develop electronic database of available CB inspection and maintenance data for Western Washington,
2. Identify trends and/or correlations in CB inspection and maintenance data that support proposals of alternative inspection schedules to Ecology and/or guide individual jurisdictions’ implementation of permit requirements,
3. Identify transferable cost-efficiencies in the design and implementation of the inspection and maintenance programs, and
4. Recommend a list of standard data that should be collected to inform future assessments of sediment accumulation rates in various municipal stormwater system settings.

#### **Short-term outcomes**

- Database of historical (2007-current) inspection and maintenance data for Western WA.
- Identification of factors that could be used to predict sediment accumulation rates and jurisdictions where these relationships were significant or showed potential trends that may become significant.
- Recommended list of standard data that should be collected to inform future assessments of sediment accumulation rates.
- Description of potential cost-saving schedules and approaches.
- Recommendations of specific studies that would better inform other questions of interest.

#### **Long-term outcomes**

- Recommendations for alternative CB inspection schedules under the NPDES permit.
- Recommendations for jurisdictions to change/add information collected as part of inspection and maintenance program.

- Recommendations to help jurisdictions modify their inspection and maintenance approaches in ways that will result in improved effectiveness and reduced costs of completing permit requirements.

The remainder of this scope of work describes the work to be completed for each task, with the total estimated cost and schedule. Interim deliverables that report on ongoing but incomplete work will be submitted as independent deliverables, but in most cases occur at the same time as the semi-annual report and billing package. Deliverables of completed products will be submitted when finished, according to the schedule. All deliverable costs are included within the cost of each task. Target budget percentages for subtask deliverables are estimates provided to Ecology for planning purposes only and do not represent a maximum allowable limit. Amounts billed above these estimates for subtask deliverables will not result in an increase in total task cost.

## Scope of Work

### Task 1 Project Management (\$25,526)

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This task will be performed by the project manager and contractor. This task includes completing a contract with the on-call subcontractor, subcontract management, semi-annual progress reporting, budget management, team meetings, staff management, coordination with the technical advisory committee (TAC), and communications with the Ecology RSMP Coordinator. The contractor will complete project management for their work to support tasks 2 and 4.

#### Deliverables

- D1.1:** Semi-Annual Report - Target Date: January 2017; Target Completion: 35% of total
- D1.2:** Semi-Annual Report - Target Date: June 2017; Target Completion: 37% of total
- D1.3:** Semi-Annual Report - Target Date: January 2018; Target Completion: 17% of total
- D1.4:** Semi-Annual Report - Target Date: June 2018; Target Completion: 8% of total
- D1.5:** Semi-Annual Report - Target Date: January 2019; Target Completion: 3% of total

### Task 2 Data acquisition and compilation (\$134,608)

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(July 2016-June 2017) The purpose of this task is to acquire the data needed for analysis, prepare it for analysis, and load it into a project database to complete Objective 2. This task will include data solicitation, interviews, database design, data entry, data preparation, and data loading. King County and its subcontractor will meet with the TAC to discuss the objectives of data analysis and the design of a solicitation survey. King County and its subcontractor will develop a survey to solicit information from all Western Washington permittees. King County will contact all Phase I and II Western Washington municipal stormwater permittees to request provision of data electronically or in hard copy to the subcontractor. Data requested will include but not be limited to:

- a map of CB circuits (preferably as a GIS layer), including each CB:
- CB ID, circuit ID,
- sump size,

- dates inspected,
- measurements of CB sediment,
- if cleaned: dates and volumes removed,
- Standard Operating Procedures for the CB inspection and maintenance program,
- schedule of inspection and maintenance, and
- annual costs (excluding disposal).

King County's contractor will receive and organize all data. Data will be requested dating from 2007 to present. The data available and the form provided are expected to be highly variable requiring a range of effort for preparation and loading into the project database. Therefore, this scope includes data preparation and loading for a minimum of all six Phase I permittees and 15 Phase II permittees with the possibility of additional Phase II permittees as the budget allows. Preference will be given to Phase II permittees that provide data in electronic format, provide a fine enough resolution and amount of data to allow analysis, and add diversity in spatial coverage and total CB number to the overall analysis. Data for permittees that are not selected for preparation and loading will be stored outside the project database and described (e.g., permittee, data types, format) in the project report to provide an inventory and allow for future use. The list of selected permittees with the screening rationale will be presented to the TAC for comment before finalization.

If available, information on traffic use, surrounding land use, snow routes, significant construction activity, and absence/presence of curbs will be acquired from the permittees or from other available sources (e.g. King County GIS library, WSDOT). This information will be used in data analysis in Task 3.

King County will design a relational project database to house compiled catch basin and cost information. Follow-up interviews will be conducted by the contractor with responsive permittees to clarify interpretation of data provided, and/or program protocols, and solicit jurisdictional experience on program implementation cost-efficiencies. Some of the selected jurisdictions are expected to have some or all years of their inspection and maintenance data in hard copy form. This information will be manually entered by the subcontractor into electronic format as needed for a maximum of five permittees. When all data are in electronic form, data preparation will be completed. Data preparation by the contractor will involve standardization of data into the same measurement units, rearranging data into a single database format, and assigning labels/categories as needed (e.g. Type 1 versus Type 2 CB). King County will load all data that was selected for preparation into the project database. The last step of this task is a meeting between King County, its contractor and the TAC to discuss the data compiled and methods for data analysis.

### **Deliverables**

**D2.1: Solicitation Survey** - Target Date: October 2016; Target Budget: 11% of Task total  
This deliverable will be the final solicitation survey.

**D2.2: TAC Meeting notes** - Target Date: November 2016; Target Budget: 2% of Task total  
This deliverable will include agendas and notes from meeting between King County and the TAC.

**D2.3: Technical Memo** - Target Date: April 2017; Target Budget: 85% of Task total

This deliverable will include the number of permittees that responded and the number that were selected for data entry (for CB and cost data), the variety of data formats received, the number of records in the database and its size (in MB), the number of interviews and with who they were conducted. Also, a list of the fields in the database and a graphic illustrating the database design will be provided.

**D2.4: TAC Meeting Notes** - Target Date: June 2017; Target Budget: 2% of Task total  
This deliverable will include agendas and notes from meeting between King County and the TAC.

### **Task 3** Catch basin inspection and maintenance data analysis (\$37,982)

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(July – December 2017) The objective of Task 3 is to conduct data analysis to complete Project Objective 1: Identify trends and/or correlations in CB inspection and maintenance data that support proposals of alternative inspection schedules to Ecology and/or guide individual jurisdictions' implementation of permit requirements. King County will develop a data analysis plan for Task 3 in consultation with the TAC. Published studies have observed that the effectiveness of catch basins to retain sediment may start to decline at approximately 40-50% full and the permit requires cleaning at 60% full. Where feasible, the time to 50% full will be estimated for each catch basin and potential correlations will be tested between this time and influencing factors for catch basins across the region. Other factors that may be explored are 1) the effect on CB sediment accumulation rates of cleaning out entire circuits versus cleanout of only the most downstream CBs (e.g., by using the circuit approach) and 2) the effect of circuit size on sediment accumulation rates in the most downstream CBs. Exact data analysis methods will be dependent on the type and amount of data available. Where the temporal record is limited, visible trends of sediment accumulation rate which may become significant with additional data collection will be qualitatively identified. Data gaps will be identified and standard inspection and maintenance data needed for future analysis will be recommended.

#### **Deliverables**

**D3.1: Preliminary Data Analysis Report** - Target Date: December 2017; Target Budget: 100% of Task total

This deliverable will describe the preliminary findings of the data analyses conducted. The following information will be included:

- Description of the data analyses conducted to date.
- Descriptive statistics, summarized by jurisdiction,
- Potential correlations with land use, road use, other available factors,
- CBs showing potential trends, and
- Data gaps and recommendations for future data collection.

### **Task 4** Program design, implementation and cost analysis (\$24,204)

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(January-October 2017) The objective of Task 4 is to complete Project Objective 3: Identify transferable cost-efficiencies in the design and implementation of the inspection and maintenance programs. The analysis for this task is expected to be primarily qualitative. The King County contractor will review the various inspection and maintenance schedules and

protocols used by selected jurisdictions with the objective of identifying cost-saving approaches. If the information and budget allow, the annual cost per unit (e.g., catch basin or volume removed) for maintenance will be calculated. Additional specific information that may be determined from the analysis will depend on the quantity and quality of the data received. Cost efficiencies learned from the experience of individual jurisdictions will be summarized based on interviews and cost information provided.

**Deliverables**

**D4.1: Preliminary Cost Analysis Report** - Target Date: October 2017; Target Budget: 100% of Task total

This deliverable will describe the methods, results and findings of the completed cost analysis.

**Task 5 Final Report (\$27,745)**

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(January – August 2018) The final report will summarize methods used in data acquisition and analyses, the quantity and type of inspection and maintenance data received, summary statistics for quantitative data (e.g., % cleaned/total inspected) for those jurisdictions selected for analysis, any significant correlations found with influential factors, such as land use, potential qualitative trends in sediment accumulation rates, standard data recommended for collection to allow future data analysis, potential new schedule recommendations, and cost efficiencies identified in analysis of program and cost information. The report will also summarize the type and amount of data provided by jurisdictions that were not selected for loading into the database. Recommended program changes and future actions will be included based on feedback and discussion with the TAC. A draft of the report will be completed for review by the TAC by April 1, 2018. A meeting will occur in May to receive feedback from the TAC on the draft report. A revised draft will be completed for review by Ecology in June, 2018. If Ecology’s review is completed within 30 days the final report will be submitted in August, 2018.

**Deliverables**

**D5.1 TAC Meeting Notes** - Target Date: June 2018; Target Budget: 1% of Task total  
This deliverable will include the meeting agenda and notes.

**D5.2: Draft Report** - Target Date: June 2018; Target Budget: 83% of Task total  
This deliverable will review the objectives, methods and findings of the data analyses of Task 4 and 5 and discuss how the information can be used by permittees.

**D5.3: Final Report** - Target Date: August 2018; Target Budget: 16% of Task total

**Task 6 Distribution of Findings (\$10,240)**

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(August - November 2018) The findings from this project will be submitted to Ecology in a format that can be easily shared on the Ecology RSMP effectiveness study website. A two-page fact sheet summarizing the key study findings and recommendations will be prepared. King County will present to the Stormwater Work Group (in 2018) and to a permittee groups (e.g., APWA, NPDES permit coordinators). The relational database will be organized so that tables of data can be downloaded to Excel or the database can be used within its format by other users

who are familiar with its application software. Data collected from permittees but not prepared and loaded into the database will be provided in its original format.

**Deliverables**

**D6.1: Final Database** - Target Date: November 2018; Target Budget: 47% of Task total

**D6.2: Original Permittee Files** - Target Date: November 2018; Target Budget: 7% of Task total

**D6.3: Fact Sheet** - Target Date: November 2018; Target Budget: 22% of Task total

**D6.4: Two Presentations** - Target Date: November 2018; Target Budget: 24% of Task total

**Schedule Detail by Task**

Calendar Year	2016	2017		2018		2019
Task and Deliverables	Q3/Q4	Q1/Q2	Q3/Q4	Q1/Q2	Q3/Q4	Q1/Q2
<b>1. Project Management</b>						
D1.1 Semi-annual report						
D1.2 Semi-annual report						
D1.3 Semi-annual report						
D1.4 Semi-annual report						
D1.5 Semi-annual report						
<b>2. Data Acquisition and Preparation</b>						
D2.1 Solicitation survey						
D2.2 TAC meeting notes						
D2.3 Technical memo						
D2.4 TAC meeting notes						
<b>3. Catch Basin Data Analysis</b>						
D3.1 Preliminary data analysis report						
<b>4. Program Design, Implementation, and Cost Analysis</b>						
D4.1 Preliminary cost analysis report						
<b>5. Final Report</b>						
D5.1 TAC meeting notes						
D5.2 Draft report						
D5.3 Final report						
<b>6. Distribution of Findings</b>						
D6.1 Database						
D6.2 Original files						
D6.3 Fact sheet						
D6.4 Two presentations						

**Budget**

<b>Task</b>	<b>Description</b>	<b>Amount</b>
1	Project management	\$25,526
2	Data acquisition and compilation	\$134,608
3	Catch basin inspection and maintenance data analysis	\$37,982
4	Program design, implementation and cost analysis	\$24,204
5	Final report	\$27,745
6	Distribution of findings	\$10,240
	<b>Total Project Cost</b>	<b>\$260,305</b>

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