

# SERVICE AGREEMENT #1

## SECRETARIAT SERVICES TO BLUE PLAINS PARTIES

**THIS SERVICE AGREEMENT** is made among the **DISTRICT OF COLUMBIA** (the District), the **DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY** (DC Water), **FAIRFAX COUNTY, Virginia** (Fairfax), **MONTGOMERY COUNTY, Maryland** (Montgomery), **PRINCE GEORGE'S COUNTY, Maryland** (Prince George's), and the **WASHINGTON SUBURBAN SANITARY COMMISSION** (WSSC), (collectively the Parties) acting through their members on the **BLUE PLAINS INTERMUNICIPAL AGREEMENT LEADERSHIP COMMITTEE** (Leadership Committee), and the **METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS** (COG).

Witness:

**WHEREAS**, the Parties have entered into the Blue Plains Intermunicipal Agreement (2012 IMA); and

**WHEREAS**, implementation of the 1985 Blue Plains Intermunicipal Agreement necessitated the use of secretarial, technical and policy, facilitation, mediation, contract management and other support services to the Parties (Secretariat Services) through the then-Blue Plains Regional Committee, which services have been provided by COG; and

**WHEREAS**, implementation of the 2012 IMA will require such ongoing Secretariat Services to the Parties, the Leadership Committee and Regional Committee; and

**WHEREAS**, **Section 2** of the 2012 IMA authorizes the Leadership Committee to approve a service agreement consistent with **Section 11** for such services to support implementation of the IMA;

**NOW THEREFORE**, pursuant to **Section 11** of the 2012 IMA, the Leadership Committee agrees as follows:

### A. PURPOSE

The purpose of this Service Agreement is to set forth an agreement with COG to provide Secretariat Services for the Parties, the Leadership Committee and the Regional Committee in order to implement the 2012 IMA.

### B. SECRETARIAT SERVICES

Secretariat Services necessary to implement the 2012 IMA include, but are not limited to:

1. Secretariat Support – meetings, preparation of documents, recordkeeping, support to the Parties, the Leadership Committee, the Regional Committee, and any associated work groups or subcommittees;

2. Technical and Policy Support –
  - a. Preparation of materials to assist in consideration of an issue or proposed action related to water quality, regulatory, and wastewater and biosolids related issues;
  - b. Technical capabilities and resources needed to implement or support the following activities as defined or required:
    - 1) BPSA Flow Forecast Model;
    - 2) BPSA Long-Term Planning Study;
    - 3) Jointly Managed Studies;
    - 4) Project management and contract management functions;
    - 5) Analysis of Bay TMDL and related water quality, permitting, and regulatory initiatives;
    - 6) Blue Plains Biosolids Management Program support and research needs;
    - 7) Advocacy on behalf of the Parties;
    - 8) Other operational support to meet the Parties needs under the IMA; and
    - 9) Legal Support; and
3. Other programs that the Parties deem necessary to support their mission and needs.

**C. APPROVAL OF ANNUAL WORKPLAN, BUDGET AND FUNDING FOR COG TO PROVIDE SECRETARIAT SERVICES**

1. The initial term of this Service Agreement is a five-year (5) period which shall commence on July 1, 2014, COG's Fiscal Year 2015. (COG's Fiscal Year runs July 1 to June 30).
  - a. This initial term is to be renewed automatically for subsequent five-year (5) periods unless the Leadership Committee or COG notify each other to the contrary at least a budget year in advance.
  - b. Either the Leadership Committee or COG may terminate this Service Agreement by giving notice to the other party one (1) year prior to the start of COG's fiscal year.
2. On an annual basis using COG's fiscal year, COG shall prepare an annual work plan and budget for Program services in support of the Secretariat Support outlined in Section B. (see above), and consistent with the priorities of the Regional Committee and Leadership Committee. The overall process and schedule for developing, reviewing, and approving the annual work plan and budget shall be agreed upon annually between the Leadership Committee and COG, and generally be as follows:
  - a. COG shall work with the Regional Committee to define annual work

program priorities, projects and potential funding requirements for the coming fiscal year by no later March 1<sup>st</sup>.

- b. COG shall submit a proposed annual work program and budget for review and input by the Regional Committee by no later than May 1<sup>st</sup>, and then work with the Regional Committee to produce a final work program and budget as needed.
  - c. Not later than June 1<sup>st</sup> of each year, the Regional Committee shall recommend to the Leadership Committee for its review and approval, an annual work plan and budget for COG to provide the agreed-upon Program services.
  - d. The Leadership Committee will provide its approval for the annual work program and budget, as submitted or as modified, by no later than June 15<sup>th</sup>.
  - e. All deadlines shall be as defined or the first business day that follows. Earlier deadlines may be set by the Leadership Committee in order to meet the Parties' respective budget process deadlines.
3. The allocation of costs for COG's annual work plan and budget shall be consistent with the formulas set forth in **Operating Agreement 2, Section B.1. Table OA – 2A.**
  4. Grants and other non-member funding may supplement or reduce the Parties' contributions to funding for the Secretariat Services set forth herein. Any reduction in contributions of the Parties shall be consistent with the allocation formulas.
  5. The Leadership Committee members agree to include in the proposed budgets for their respective entity and jurisdiction for each fiscal year funding for Secretariat Services.
  6. Based on recommendations of the Regional Committee, the Leadership Committee may approve amendments to the work plan and budget, and adjust funding during the fiscal year.

**D. PROCESS FOR BILLING FOR SECRETARIAT SERVICES**

1. COG shall bill DC Water, Fairfax and WSSC for their annual shares of the annual work plan and budget for these Secretariat Services based on the Parties' defined allocations – as referenced in Subsection C.3.
2. Billing procedures and frequency shall be as agreed to between COG and the Party being billed.
3. All other COG billings for membership fees, special services, and other COG programs, or other billing arrangements are outside the scope of this

Service Agreement.

**E. COG OBLIGATION ON TERMINATION**


Upon termination of this Service Agreement, COG shall transfer all original files, data and other information related to this Agreement to a person or entity designated by the Leadership Committee. COG may keep copies of these documents for its records, as necessary, and shall secure any confidential or proprietary information.

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**EXECUTION**

This MOU is executed on behalf of the Parties by the Members of the IMA Leadership Committee who, by affixing their signatures, confirm the authorization of their respective Party to be bound thereby. It shall be effective on the last date.

**DISTRICT OF COLUMBIA**

  
\_\_\_\_\_  
City Administrator                      Date 07/10/13

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

  
\_\_\_\_\_  
General Manager                      Date 7/7/2013

**FAIRFAX COUNTY, VIRGINIA**

  
\_\_\_\_\_  
County Executive                      Date 7/15/2013

**MONTGOMERY COUNTY, MARYLAND**

  
\_\_\_\_\_  
Chief Administrative Officer                      Date 7/11/2013

**PRINCE GEORGE'S COUNTY, MARYLAND**

  
\_\_\_\_\_  
Chief Administrative Officer                      Date 7/10/13

**WASHINGTON SUBURBAN SANITARY COMMISSION, MARYLAND**

  
\_\_\_\_\_  
General Manager                      Date 7/9/13

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**

  
\_\_\_\_\_  
ACTING Executive Director                      Date 7/22/2013

## SERVICE AGREEMENT #2

### COG's REGIONAL WATER QUALITY MANAGEMENT PROGRAM SUPPORT

**THIS SERVICE AGREEMENT** is made among the **DISTRICT OF COLUMBIA** (the District), the **DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY** (DC Water), **FAIRFAX COUNTY, Virginia** (Fairfax), **MONTGOMERY COUNTY, Maryland** (Montgomery), **PRINCE GEORGE'S COUNTY, Maryland** (Prince George's), and the **WASHINGTON SUBURBAN SANITARY COMMISSION** (WSSC), (collectively the Parties) acting through their members on the **BLUE PLAINS INTERMUNICIPAL AGREEMENT LEADERSHIP COMMITTEE** (Leadership Committee), and the **METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS** (COG).

Witness:

**WHEREAS**, the Parties have entered into the Blue Plains Intermunicipal Agreement (2012 IMA); and

**WHEREAS**, as indicated in **Key Principle # 10** of the 2012 IMA, the Parties recognize their individual and regional responsibilities towards restoration and long-term protection (water quality management) of the Chesapeake Bay and its tributaries, including the Potomac and Anacostia Rivers and other environmental issues that could impact the Blue Plains Wastewater Treatment Plant (Blue Plains) and the Blue Plains Service Area (BPSA); and

**WHEREAS**, the Parties recognize that successful water quality management is dependent upon coordinated pollution control and abatement actions; and

**WHEREAS**, since the late 1970's, the Parties have engaged in regional efforts through COG for water quality monitoring, modeling and analysis, evaluating the costs and benefits of alternative water quality management strategies, and regulatory agency and legislative proposals in order to identify optimum approaches for water quality protection, and appropriate responses to and recommendations for regulatory and legislative requirements; and

**WHEREAS**, these efforts have resulted in enhanced regulatory agency decisions, especially those affecting the Parties, Blue Plains and the BPSA; and

**WHEREAS**, the Parties are among the major players in COG's Chesapeake Bay and Water Resources Policy Committee and Water Resources Technical Committee; and

**WHEREAS**, since the early 1980's and formalized through the 1985 IMA, the Parties have shared a portion of the costs of the Regional Water Quality Management Program managed by COG; and

**WHEREAS**, **Section 2** of the 2012 IMA authorizes the Leadership Committee, upon the recommendation of the Regional Committee, to (1) determine the needs and requirements for technical support for water quality monitoring, modeling, and associated policy and technical analysis; and (2) consistent with **Section 11**, approve a

service agreement to ensure provision of these services to the Parties;

**NOW THEREFORE, pursuant to Section 11 of the 2012 IMA, the Leadership Committee agrees as follows:**

**A. PURPOSE**

The purpose of this Service Agreement is to:

1. Define the general intent and scope of a Regional Water Quality Management Program (Program) which addresses the needs of the Parties with respect to monitoring, modeling and technical and policy analysis of the water quality management of the region, especially as it impacts Blue Plains and the BPSA, where such program is to be provided by and through COG;
2. Set forth a process whereby the Leadership Committee can annually approve the Program; and
3. Describe the process by which the Parties will share in financial support for the Program.

**B. REGIONAL WATER QUALITY MANAGEMENT PROGRAM (RWQM)**

**1. Understanding as to RWQM Program Obligations**

Projects and activities managed by COG as a part of the RWQM Program will address technical analysis, policy development and coordination for the following topical areas as they may impact or have implications for water resources in the region, and may include, but not be limited to addressing:

- a. Regional water quality monitoring and modeling;
- b. Wastewater and biosolids management;
- c. State and federal regulatory developments, including the Chesapeake Bay and related programs;
- d. The impacts of stormwater, source water, air deposition, and other land use issues as they may affect water resources and wastewater requirements; and
- e. Other programs that are determined to address the water quality interests and needs of the Parties.

**2. Scope of the RWQM Program**

The general elements of the RWQM Program shall include, but not be limited to, the following activities, with the specific activities and work products to be defined in the annual work plan and budget documents.

a. Administrative and Policy Support

- 1) Provide all aspects of committee support for the COG Chesapeake Bay and Water Resources Policy Committee (CBPC), the COG Water Resources Technical Committee (WRTC), and any associated work groups or subcommittees, including documentation, recordkeeping, logistical, and other related support;
- 2) Preparation of materials to assist in consideration of an issue or proposed action (e.g. policy recommendations, formal actions, official comments);
- 3) Advocate on behalf of the membership and regional water quality interests.

b. Technical Support

- 1) Maintain a database of regional water quality data and related information, and prepare routine reports, summaries and briefings to assess the state of the Potomac's water quality and progress made due to regional water quality management activities;
- 2) Organize and convene routine meetings, work sessions, workshops and other events to provide periodic updates, assess progress towards meeting regional water quality objectives, as well as to identify challenges and opportunities;
- 3) Maintain various regional tools (e.g., Regional Wastewater Flow Forecast Model), and the necessary technical capabilities to address water quality matters of interest to the region (e.g., analysis of Chesapeake Bay Program's Watershed and Water Quality Models);
- 4) Monitor, analyze, summarize and provide periodic updates on regulations, policies and other activities related to water quality;
- 5) Produce various work products, and develop technical, as well as policy, recommendations to the Parties, as well as the broader COG membership; and advocate on behalf of the membership in various forums;
- 6) Coordinate as needed on broader regional environmental matters that are linked to or have water quality implications or may affect the Parties' interests in the Potomac River's overall water quality (e.g., watershed management,



stormwater management).

**C. APPROVAL OF ANNUAL WORK PLAN, BUDGET AND FUNDING FOR THE RWQM PROGRAM SERVICES**

1. The initial term of this Service Agreement is a five-year (5) period which shall commence on July 1, 2014, COG’s Fiscal Year 2015. (COG’s Fiscal Year runs July 1 to June 30).
  - a. This initial term is to be renewed automatically for subsequent five-year (5) periods, unless the Leadership Committee or COG notifies each other to the contrary at least a budget year in advance.
  - b. Either the Leadership Committee or COG may terminate this Service Agreement by giving notice to the other party one (1) year prior to the start of COG’s fiscal year.
2. On an annual basis using COG’s fiscal year, COG shall prepare an annual work plan and budget for Program services in support of the RWQM Program Support outlined in Subsection B. (see above). The overall process and schedule for developing, reviewing, and approving the annual work plan and budget shall be agreed upon annually between the Leadership Committee and COG, and generally be as follows:
  - a. COG shall work with the Regional Committee and WRTC members to agree on regional priorities for the coming fiscal year by no later than March 1<sup>st</sup>.
  - b. COG shall submit a draft annual work program and budget for simultaneous review and approval by the Regional Committee and the WRTC by no later than May 15<sup>th</sup>.
  - c. COG shall submit a proposed annual work program and budget (which reflects Regional Committee and WRTC input and approvals) simultaneously to the Leadership Committee and the CBPC for their review and approval by no later than June 1<sup>st</sup>.
  - d. The Leadership Committee will provide their approval for the annual work program and approval by no later than June 15<sup>th</sup>.
  - e. All deadlines shall be as defined or the first business day that follows. Earlier deadlines may be set by the Leadership Committee in order to meet the Parties’ respective budget process deadlines.
3. Both the Leadership Committee and COG’s CBPC must approve COG’s annual work plan and budget in order for COG to proceed with the work plan.
4. The Leadership Committee approval of the COG annual work plan and

budget shall be based on the following joint funding assumptions:

- a. Funding of designated programs in the work plan and budget pursuant to the following funding formula: The Parties agree to pay 80% of the Program based on the following allocation:
    - DC Water – 20%, on behalf of the District;
    - Fairfax – 20%; and
    - WSSC – 40%, on behalf of Montgomery and Prince George’s (20% each);
    - With the remaining 20% of the Program costs allocated to the other COG jurisdictions (based on their percentage of the adjusted COG region population). Note: Town of Bladensburg, Charles County, City of Frederick, Frederick County, City of Manassas, and City of Manassas Park do not currently contribute to the Program. Also, based on separate informal agreements with Montgomery and Prince George’s, WSSC pays for several jurisdictions that are within their service area (i.e. City of Bowie, City of College Park, City of Gaithersburg, City of Greenbelt and City of Takoma Park).
  - b. Approval by the COG Board of Directors of funding through COG membership fees of designated programs in the annual work plan and budget.
5. Grant and other non-member funding may supplement or reduce the Parties’ contributions to funding for the Program set forth in Subsection C.4. above. Any reduction in contributions of the Parties shall be consistent with the allocation formulas.
  6. The Leadership Committee members agree to include in the proposed budgets for their respective entity and jurisdiction for each fiscal year funding for the Program Services.
  7. Based on recommendations of the Regional Committee, the Leadership Committee may approve amendments to the work plan and budget, and adjust funding during the fiscal year.

**D. PROCESS FOR BILLING FOR PROGRAM SERVICES**

1. COG shall bill DC Water, Fairfax and WSSC for their annual shares of the Program based on the Parties’ allocations – as referenced in Subsection C.4.a. above.
2. Billing procedures and frequency shall be as agreed to between COG and the Party being billed.
3. All other COG billings for membership fees, special services, and other COG programs, or other billing arrangements, are outside the scope of

this Service Agreement.

#### **E. COG OBLIGATION ON TERMINATION**

Upon termination of this Service Agreement, COG shall transfer all original files, data and other information related to this Agreement to a person or entity designated by the Leadership Committee. COG may keep copies of these documents for its records, as necessary, and shall secure any confidential or proprietary information.

### **GLOSSARY**

This Glossary identifies terms that have a specific and defined meaning for purposes of interpreting this Service Agreement. Additional terms that are also used in the 2012 IMA Core Agreement are defined in the Glossary included in the IMA.

**Chesapeake Bay and Water Resources Policy Committee (CBPC)** - The Policy Committee chartered by Washington area local jurisdictions and the COG Board of Directors to conduct water resources management planning for the Washington region. The CBPC is also the successor committee responsible for area-wide water quality management planning agency for the region designated under the provisions of Section 208 of the Clean Water Act. The CBPC adopts an annual work program and budget for the regional water quality management program for COG to conduct technical analysis, studies, monitoring, and modeling activities, as well as policy reviews and advocacy in support of these roles.

**Regional Water Fund** – The source of monies used to support COG’s work program in support of the Parties’ **Key Principle #10** and **Section 3.E**.commitments.


**Water Resources Technical Committee (WRTC)** – The WRTC is a COG technical committee charged with addressing regional water quality, water resource, wastewater management and related issues; and provides technical and policy recommendations to the CBPC on such matters. The WRTC also recommends specific technical analysis, studies, monitoring, and modeling activities in support of these roles; and advises COG staff on proposed activities and elements to include in the annual work plan.

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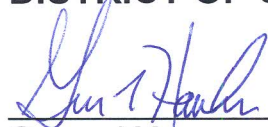
**EXECUTION**

This Service Agreement is executed on behalf of the Parties by the Members of the IMA Leadership Committee who, by affixing their signatures, confirm the authorization of their respective Party to be bound thereby. It shall be effective on the last date.

**DISTRICT OF COLUMBIA**

  
\_\_\_\_\_  
City Administrator                      7/10/13  
Date

**DISTRICT OF COLUMBIA WATER AND SEWER AUTHORITY**

  
\_\_\_\_\_  
General Manager                      7/7/2013  
Date

**FAIRFAX COUNTY, VIRGINIA**

  
\_\_\_\_\_  
County Executive                      7/15/2013  
Date


**MONTGOMERY COUNTY, MARYLAND**

  
\_\_\_\_\_  
Chief Administrative Officer                      7/11/2013  
Date

**PRINCE GEORGE'S COUNTY, MARYLAND**

  
\_\_\_\_\_  
Chief Administrative Officer                      7/16/13  
Date

**WASHINGTON SUBURBAN SANITARY COMMISSION, MARYLAND**

  
\_\_\_\_\_  
General Manager                      ICEO                      Date 7/9/13

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS**

  
\_\_\_\_\_  
Acting Executive Director                      7/22/13  
Date