

AGREEMENT

**Anacostia Trash Municipal Separate Storm Sewer System (MS4) and
Total Maximum Daily Load (TMDL) Monitoring and
GIS-Related Assistance**

THIS AGREEMENT (the "Agreement"), made this ___ day of _____, 2024, by and between Prince George's COUNTY, Maryland, a body corporate and politic (the "COUNTY") and the Metropolitan Washington Council of Governments (the "COG").

WITNESS

WHEREAS, the COUNTY, as a COG Board member, a signatory of the 2001 Anacostia Watershed Agreement, has supported the trash reduction goal as delineated in COG Resolution R28-06; and

WHEREAS, the COUNTY is a member of the Anacostia Trash Workgroup and has been committed to the Anacostia trash reduction efforts since 1990; and

WHEREAS, the COUNTY was a participating member of the Anacostia Trash TMDL Development Technical Workgroup; and

WHEREAS, the COUNTY has procured COG to perform trash TMDL-related stream monitoring and trash reduction-related professional services activities within the Anacostia Watershed since 2008; and

WHEREAS, the COUNTY and COG wish to enter into this agreement for the purpose of COG to continue to perform and

provide professional services to the COUNTY as outlined in the following articles; and

NOW, THEREFORE, the parties in consideration of the promises exchanged herein, the receipt and sufficiency of which are mutually acknowledged, do hereby agree as follows:

ARTICLE I - SCOPE OF WORK

The scope of work is described in detail in Attachment A. A detailed breakdown of budget and schedule is also shown in Attachment A. COG shall provide all necessary professional services and other work as outlined in the detailed Scope of Work set forth in Attachment A.

COG shall designate the following personnel as "key personnel":

Phong Trieu

Aubin Maynard

In the event it becomes necessary to change any key personnel during the life of the Study, COG shall replace any key personnel with a person(s) of equal qualifications, subject to approval by the COUNTY.

ARTICLE 2. STATUS AND COORDINATION REPORTS

COG shall submit, on a biannual basis, a written summary of the work performed for the purposes of documenting the

progress of the Study, justify Project costs and state specific findings in the annual reports.

ARTICLE 3. RECORDS

COG shall prepare and maintain all biannual reports, receipts, invoices and any other documentation associated with the Study during the term of the Study and for a period of three years after completion of the Study. COG's reports shall include information as may be submitted by the COUNTY. The COUNTY shall have access to any and all such documentation for review after giving COG at least 24 hours notice. The COUNTY'S right to review shall extend for three years after completion of the Study.

ARTICLE 4. CONSIDERATION AND METHOD OF PAYMENT

COG shall be paid for the services set forth in this Agreement for a total consideration not to exceed Seven Hundred Fifty Five Thousand, and Nine Hundred and Fifty Four dollars (\$755,945~~954~~) over the anticipated 60 months of the Project period. Payments will be made to COG by the COUNTY on a biannual basis after services have been performed through the billing period of the invoice(s).

ARTICLE 5. PROJECT MANAGEMENT

The COUNTY shall designate a project manager for the COUNTY

to act as an administrator of this Agreement, coordinate with the COG and assist in the coordination of various tasks and agencies. The project manager shall review all biannual reports documenting progress of the Study and justifying Study costs.

COG's Project Manager is:

Phong Trieu
Technical Manager, Watershed Programs
777 North Capitol Street, NE, Suite 300
Washington DC 20002-4239

ARTICLE 6. PROJECT SCHEDULE

The Study shall be conducted over a performance period starting when the COUNTY's project manager issues a written notice to proceed until ~~June 31, 2024~~ June 30, 2029 and following the schedule outlined in Attachment A, Table 2.

ARTICLE 7. COMPLIANCE WITH FEDERAL, STATE AND LOCAL REQUIREMENTS

COG agrees to perform project tasks so as to comply with all Federal, State laws, and local ordinances, regulations, orders and permit requirements furnished in writing and in advance to COG. COG agrees to certify that COG's Procurement Process meets Federal requirements.

ARTICLE 8. INDEMNIFICATION

To the extent permitted by Maryland law, COG shall indemnify, keep and save harmless the COUNTY, its agents, officials and employees against all injuries, death, damages, claims, suits, liabilities, judgments, costs and expenses which directly or indirectly arise from any intentional or negligent act of COG, its employees, agents or assigns, and which may in any way accrue against the COUNTY as a result of this Agreement. The COUNTY, to the extent of its statutory limits of liability as provided in the Local Government Tort Claims Act, Annotated Code of Maryland, Courts and Judicial Proceedings Article, Section 5-301 et seq., shall indemnify, keep and save harmless COG against all injuries, death, damages, claims, suits, liabilities, judgments, costs and expenses which directly or indirectly arise from any negligent act of the COUNTY, its employees, agents or assigns, and which may in any way accrue against COG as a result of this Agreement. The County does not waive any right or defense, or forbear any action, in connection herewith. The indemnification provisions set forth in this Section shall survive termination or expiration of this Agreement.

ARTICLE 9. BINDING EFFECT

This Agreement shall ensure to the benefit, and shall be binding on, the COUNTY and the COG and their respective successors. COG may not assign any right or benefit created by the Agreement without the prior written consent of the COUNTY. Any such assignment made without the COUNTY's consent shall be void.

ARTICLE 10. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or not enforceable by any Court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

ARTICLE 11. GOVERNING LAW

The terms and conditions of this Agreement shall be governed by the laws of the State of Maryland.

ARTICLE 12. NON-DISCRIMINATION

COG and the COUNTY shall not discriminate in employment because of religion, race color, sex or national origin.

ARTICLE 13. AMENDMENTS

No amendments of any kind shall be made to this Agreement, or to any of the exhibits attached hereto, unless made in writing and signed by the COUNTY and COG. No amendment shall be effective for any purpose without the prior written approval of the COUNTY.

ARTICLE 14. NOTICES

All substantive communications hereunder shall be in writing. Notices may be hand delivered or delivered by first class registered or certified mail, postage prepaid, addressed as follows:

COUNTY: Dawn Hawkins-Nixon
Department of the Environment
1800 McCormick Drive, Suite 500
Largo, MD 20774

COG: Charles Felton
Cooperative Purchasing Program Manager
777 North Capitol Street, NE, Suite 300
Washington, DC 20002-4239

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

PRINCE GEORGE'S COUNTY, MARYLAND

WITNESS

BY: _____

Floyd E. Holt
Deputy, Chief Administrative Officer
for Public Infrastructure,
Technology & Environment

**METROPOLITAN WASHINGTON COUNCIL
OF GOVERNMENTS**

WITNESS

BY: _____

Clark Mercer, Executive Director

Reviewed and Approval Recommended
Andrea L. Crooms, Director

Reviewed as to Legal Sufficiency
Office of Law

**Final
Attachment A
Proposed MWCOG Scope of Work FY25 – FY29
Anacostia Trash MS4 and TMDL Monitoring and
GIS-Related Assistance to Prince George’s DoE and
Bandalong Maintenance Contractual Services**

Task 1. Anacostia Trash TMDL Monitoring and Implementation Plan Assistance

Per the approved September 2010 Anacostia Watershed Trash TMDL and 2015 TMDL Implementation Plan, Prince George’s County is required by MDE/EPA to annually remove, or prevent, hundreds of tons of trash from potentially entering the Anacostia River. To accomplish this challenging task, it is critical that Prince George’s County annually monitors both stream and land-based trash levels to better estimate load quantities, as well as implement cost-effective trash reduction measures. As such, Metropolitan Washington Council of Governments (COG) will continue to assist Prince George’s County Department of the Environment (PGDoE) in determining stream and land-based trash levels, as well as identifying existing major trash hot spots. Data generated by the latter activity will continue to help in the identification of targeted trash removal sites. In addition, the identification of trash sources will further enable the County to specifically tailor trash education and outreach programs. Long-term monitoring is critical for assessing the effectiveness of both trash reduction and pollution prevention measures and initiatives to work towards the County’s trash TMDL Implementation Plan.

Subtask 1-1. Annual Stream-Level Trash Monitoring (Subtask total \$122,300 for contract term)

Under this sub-task, COG will continue to perform the MDE-approved, Anacostia tributary trash survey at 16 stream sites (Figure 1). This trash survey will be performed twice per year (i.e., late spring/summer and early fall) and the total number of trash items will be recorded and catalogued according to 20 categories. With the exception of one (1) Northwest Branch station located at the County line, the fifteen (15) stream survey sites are identical to those employed by COG in its 2008-9 baseline trash TMDL monitoring effort for PGDoE. In addition, at five (5) of the sites, COG will (twice per year) remove and weigh trash items from the first 250 feet of the survey reach. This will enable COG to develop a very reasonable estimate of instream trash accumulation/loading rates. Also, in keeping with the 2008-9 survey methodology, precipitation data will be obtained from the nearest weather station. Stream by stream top trash item comparisons will be graphically depicted. Photographic documentation of representative trash level conditions will also be provided.

Subtask 1-2. Annual Land-Based Trash Hot Spot Identification (Subtask total \$104,611 for contract term)

The goal of this subtask is to remove trash from the land and prevent it from reaching the streams. COG will identify at least 10 trash hot spots per year, focusing on the Anacostia floodplains and then in the upland areas. The County will procure contractual cleanup services to remove trash from the identified sites. COG shall complete the following under this subtask:

- 1) Overlay 2015-2022 trash hot spots onto current aerial imagery to select additional sites,

- 2) Visit these sites to determine the level of trash (i.e., high, moderate/high, moderate, low) and walk the “cleanup area extent”,
- 3) Verify the trash proximity to an open channel area,
- 4) Determine if site access is possible by foot and/or vehicle for trash removal,
- 5) Coordinate field site visits with County,
- 6) Prepare annually the land-based trash hot spot clean-up prioritization summary report (see subtask 1-3),
- 7) Coordinate with the County to conduct field visits with prospective contractors, and
- 8) Coordinate with the County to conduct field visits and verify sites are properly cleaned.

Where possible, when sites are located on federal and or state properties, COG will attempt to coordinate the access permission. COG will then work with both the County and landowner to draft an Agreement potentially allowing the County to use the cleanup data to meet their TMDL requirements.

Subtask 1-3. Reporting (Subtask total \$86,555)

Under this sub-task, COG shall:

- 1) Prepare stream-level trash monitoring summary report by County fiscal year,
- 2) Prepare annually the land-based trash hot spot clean-up prioritization summary report,
 - i. Verify the site ownership (e.g., public or private),
 - ii. Compile a tabular list of sites and include photographic documentation,
 - iii. Create a summary map showing location of all cleanup sites,
 - iv. Provide an updated digital document of the County site tracking sheet and make it available for contractors to download and
- 3) Update the Stream Monitoring Data – Plastic Bottle Makeup, by volume, of Trash Mix and Stream Monitoring Data – Plastic Bottle Makeup, by Weight, of Trash Mix tabled for the PG DoE Annual NPDES report.
- 4) Prepare invoicing reports. These reports shall target a quarterly reporting period and be submitted on January 15, April 15, July 15, and October 15 each year.

Subtask 1-4. Intern Field Day Support (Subtask total \$19,871, Optional)

This is an optional task. COG staff will assist PGDoE to lead an intern field day. Activities may include information about how litter travels from upstream areas and is collected in Guilford Run trash trap. Activities may include aquatic insect sorting and identification and performing a simple survey to collect and identify fish found in Guilford Run or an Anacostia stream.

Task 2. Anacostia Trash Database Maintenance and Mapping Support, and Bandalong Maintenance Services

Subtask 2-1. Database and Mapping Support (Subtask total \$78,719)

Under this task, COG shall continue to enter and maintain the Anacostia trash monitoring data using the COG-developed data entry redundancy protocol to assure data entry accuracy. This database shall be made available to the County at the end of each fiscal monitoring year or upon request. COG shall also maintain the trash monitoring location geography data, showing the upstream and downstream coordinate locations. For the stream locations where trash is removed in the upper 250 feet, a central point coordinate location shall also be included.

As part of the trash 'hot spots' subtask 1-2 work, COG shall maintain the ArcGIS database to:

- 1) Record the central coordinate and identify access location for each site,
- 2) Delineate the boundary "cleanup area extent",
- 3) Locate site address and
- 4) Inform access route(s) to site.

COG shall then work with County staff to draft a summary map with current aerial base map to highlight the four aforementioned data. The map shall be included in the hot spot summary report. COG shall also draft a map illustrating all the hot spot locations for each survey period. Hard copies of the map will be reproduced for County contractual services application.

**Subtask 2-2. Trash Removal and Trap Inspection Contractual Services
Subtask total \$293,177)**

Under this task, COG shall procure contractual services to remove trash and debris and inspect trap condition for three Bandalong™ litter trash traps. The three trash traps are as follows:

1. Guilford Run @ Hebert Wells Ice Rink,
2. Cabin Branch @ Central High School, and
3. Arundel Canal @ 30th Street.

Tasks will include weekly spot check visits to visually inspect the trap conditions. Shortly after an intense rainfall (0.5 inch per hour or greater), when debris and trash are caught/collected in the trash trap, trash items will be removed and separated from the debris. That trash will be separated into 20 Anacostia trash categories and recorded by count and weight on a COG provided data sheet. Trash and debris shall be removed from the site and properly disposed. COG will target a minimum of six (6) separate events to separate, sort and weigh the trash. COG will track removal events, organize the data by events and submit this information to the County.

**Subtask 2-3. Cabin Branch Bandalong Access Area Improvement (\$50,721,
Optional)**

This is an optional task. COG shall improve the aesthetic to the Cabin Branch Bandalong™ Trash Trap area and install a kiosk/signage that provides County litter reduction information. COG propose to keep the area well maintained for the term of the contract. COG will work with DoE to develop a concept sketch plan to include the following:

- 1) Document the drainage patterns,
- 2) Enhance the existing natural trail surface with wood chips,
- 3) Provide level terrain at the observation area,
- 4) Install a kiosk at the observation area,
- 5) Manage the invasive plant species, and
- 6) Install select native plants.

It is anticipated that concept drawing development and project installation would occur within the first two years. Subsequent to project installation, COG staff would keep the area well maintained for the term of the contract.

Figure 1. Anacostia TMDL-Related Trash Monitoring Locations

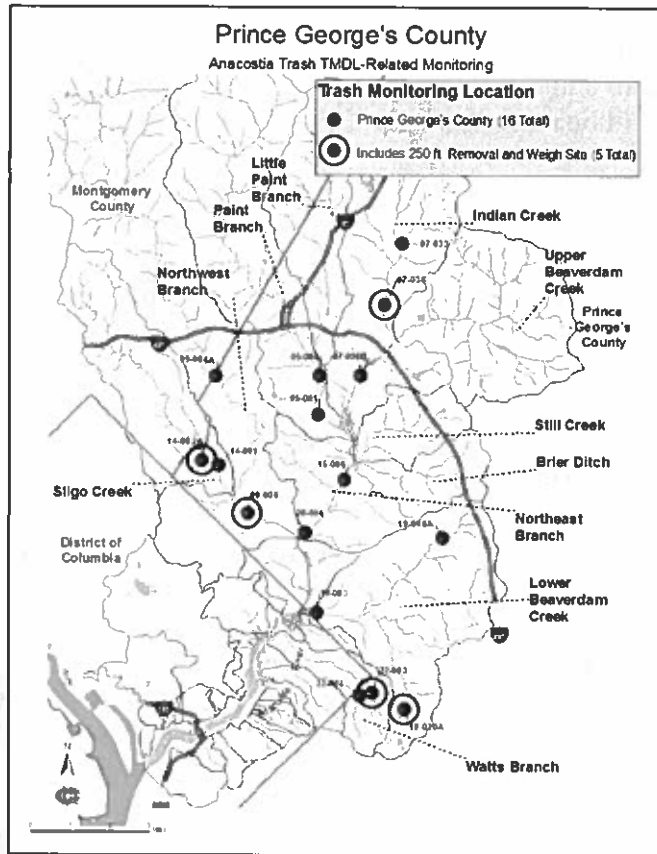


Figure 2. Arundel Canal, Cabin Branch and Guilford Run Monitoring Location

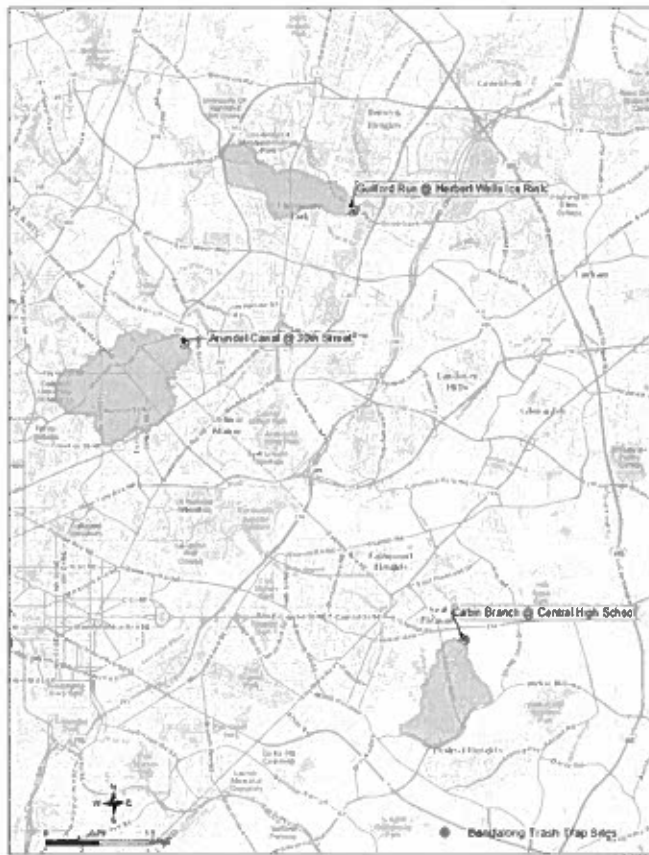


Table 1. FY25-FY29 Staff Unburdened Hourly Rates¹

COG Staff	FY25 Hourly Rate	FY26 Hourly Rate	FY27 Hourly Rate	FY28 Hourly Rate	FY29 Hourly Rate
Technical Manager	\$72.89	\$75.08	\$77.33	\$79.65	\$82.04
Senior Planner	\$48.80	\$50.27	\$51.77	\$53.33	\$54.93
Planner I	\$31.98	\$32.94	\$33.93	\$34.95	\$36.00
Research Assistant II	\$26.38	\$27.17	\$27.98	\$28.82	\$29.69
Research Assistant I	\$24.76	\$25.50	\$26.27	\$27.06	\$27.87

Table 2. COG Proposed Budget By Task (\$)

Fiscal Year	1-1	1-2	1-3	1-4	2-1	2-2	Consultant ² (2-2)	2-3	Subtotal
FY25	\$22,312	\$20,467	\$16,303	\$3,743	\$14,827	\$8,020	\$50,000	\$11,481	\$147,153
FY26	\$23,900	\$21,081	\$16,792	\$3,855	\$15,272	\$5,965	\$51,000	\$14,694	\$152,559
FY27	\$24,617	\$22,297	\$17,296	\$3,971	\$15,730	\$6,144	\$52,020	\$7,941	\$150,016
FY28	\$25,355	\$21,450	\$17,815	\$4,090	\$16,202	\$6,328	\$53,060	\$8,180	\$152,480
FY29	\$26,116	\$19,316	\$18,349	\$4,212	\$16,688	\$6,518	\$54,122	\$8,425	\$153,746
Total	\$122,300	\$104,611	\$86,555	\$19,871	\$78,719	\$32,975	\$260,202	\$50,721	\$755,954

¹ Permanent staff hourly rate assumed a 3% increase per year for FY25 to FY29.

² Assumed a 2% increase per year for FY26 to FY29.

Table 3. COG Proposed Budget By Year(S)

Year	1	2	3	4	5	Total for 5 Years
Fiscal Year	25	26	27	28	29	
Hours						
Phong Trieu	208	192	164	144	128	836
Aubin Maynard	228	224	236	236	216	1140
Sam Groat	216	240	232	252	272	1212
Elizabeth Tyler	200	224	208	216	232	1080
WRA	164	188	164	164	164	844
Percent of Time						
Phong Trieu	10%	9%	8%	7%	6%	40%
Aubin Maynard	11%	11%	11%	11%	10%	55%
Sam Groat	10%	12%	11%	12%	13%	58%
Elizabeth Tyler	10%	11%	10%	10%	11%	52%
WRA	8%	9%	8%	8%	8%	41%
Direct Salary						
Phong Trieu	\$15,162	\$14,415	\$12,682	\$11,470	\$10,501	\$64,231
Aubin Maynard	\$11,127	\$11,259	\$12,219	\$12,585	\$11,864	\$59,054
Sam Groat	\$6,908	\$7,906	\$7,872	\$8,807	\$9,791	\$41,283
Elizabeth Tyler	\$5,276	\$6,086	\$5,821	\$6,226	\$6,888	\$30,296
WRA	\$4,061	\$4,794	\$4,308	\$4,437	\$4,570	\$22,170
Direct Salary Totals	\$42,533	\$44,461	\$42,901	\$43,525	\$43,614	\$217,034
Leave Allocation	\$6,614	\$6,914	\$6,671	\$6,768	\$6,782	\$33,749
Total Program Salary	\$49,147	\$51,375	\$49,572	\$50,293	\$50,396	\$250,783
Allocated Fringe Benefit	\$11,235	\$11,744	\$11,332	\$11,497	\$11,521	\$57,329
Total Direct Personnel Expense	\$60,381	\$63,119	\$60,905	\$61,790	\$61,917	\$308,112
Indirect Cost	\$36,772	\$38,440	\$37,091	\$37,630	\$37,707	\$187,640
Total Staffing and Indirect	\$97,154	\$101,559	\$97,996	\$99,420	\$99,624	\$495,752
Consultant Services	\$50,000	\$51,000	\$52,020	\$53,060	\$54,122	\$260,202
Total Expense	\$147,154	\$152,559	\$150,016	\$152,480	\$153,746	\$755,954

Table 4. Proposed Project Schedule

	FY25 – FY29			
	Q1	Q2	Q3	Q4
Task 1				
1-1	XX			XX
1-2	XX	X		XX
1-3	X	X	X	X
1-4			X	
Task 2				
2-1	XX	XX	XX	XX
2-2	XXX	XXX	XXX	XXX
2-3	XXX	XXX	XXX	XXX