



DEPARTMENT OF
ECOLOGY
State of Washington
IAA No. _____

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

CITY OF TACOMA

THIS INTERAGENCY AGREEMENT is made and entered into by and between the STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and the City of Tacoma hereinafter referred to as the "City" pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT for the City to provide funds to Ecology to expedite the evaluation of permits for the Tacoma LNG Facility.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) STATEMENT OF WORK

ECOLOGY 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, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on **April 1, 2015**, regardless of the date of execution, and be completed by **December 31, 2015**, unless terminated sooner as provided herein.

3) PAYMENT

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and in accordance with Governor's Executive Order 10-07. This is a performance-based contract, in which payment is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed \$10,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in accordance with the tasks listed in Appendix A, Statement of Work and Budget, which is attached hereto and incorporated herein.

4) BILLING PROCEDURE

ECOLOGY shall submit invoices to for payment on a monthly basis. All invoices are to be delivered to the attention of at the following address:

City of Tacoma
Attn: Shirley Schultz
747 Market Street, Rm 345
Tacoma, WA 98402-3701

Each invoice shall be identified with the following items:

- State INVOICE
- Identify the invoice number and date
- Be identified by Contract Number
- Identify Contractor's Statewide Vendor registration number assigned by Washington State Office of Financial Management (OFM)
- Be in U.S. dollars
- Identify the all applicable prompt payment discount and/or volume discount(s)
- Identify payee name and address in compliance with U.S. Postal regulations
- Describe and document, to the City's satisfaction, a description of the goods provided and/or work performed, including dates

Each invoice shall reference the Agreement (IAA) number and clearly identify the items related to performance under this agreement. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date or the end of the fiscal year, whichever is earlier. Payment will be within 30 days of receipt of properly completed invoice.

5) AGREEMENT 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) DISPUTES

In the event that a dispute arises under this Agreement, 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 make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, 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.

7) GOVERNANCE AND PRECEDENCE

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.

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 written amendments to this Contract.
- c. Statement of Work and Budget.

- d. Any other provisions of the Agreement, including materials incorporated by reference.

8) 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.

9) 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 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.

10) 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.

11) TERMINATION

Either party may terminate this Agreement upon thirty (30) 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.

12) 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 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

13) 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 writing signed by an authorized representative of the party and attached to the original Agreement.

14) AGREEMENT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

The ECOLOGY Representative is:	The City Representative is:
Name: Loree' Randall Address: 300 Desmond Drive Lacey, WA 98503-1274 Phone: 360 407 6068 Email: lora461@ecy.wa.gov	Name: Shirley Schultz Address: 747 Market Street, Rm 345 Tacoma, WA 98402-3701 Phone: 253-591-5121 Email: shirley.schultz@cityoftacoma.org

15) 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 have executed this Agreement.

**State of Washington
Department of Ecology**

City of Tacoma

Brenden McFarland

Peter Huffman, Director
Planning and Development Services

APPENDIX A

STATEMENT OF WORK AND BUDGET

Funding will be made to Ecology by the City of Tacoma, consistent with the terms and conditions of this Agreement, for all reasonable and necessary Ecology actions taken to fulfill the tasks identified below for the Tacoma LNG Project.

Tasks:

1) *Permit Application review*

- a. Document review – ie. JARPA, Water Quality Monitoring Plans and Project Plans
- b. Provide written comments
- c. Attend project meetings
- d. Review and comment on meeting summaries

Deliverables

- a. Detailed comment letters on JARPA and documents submitted
- b. Attendance at project related meetings and/or conference calls

2) *Technical Review of proposal*

- a. Document review – technical studies & reports
- b. Site Visits

3) *Permit Coordination*

- a. Pre-application meeting
- b. Coordination with external agencies/local governments
- c. Construction Stormwater permit coordination
- d. Shoreline permit coordination

Deliverables

- a. 401 Water Quality Certification decision
- b. Shoreline permit review (if needed)
- c. Coastal Zone Management Federal Consistency

4) *Permit Processing*

- a. Attorney review (if needed)
- b. Public Notice development and distribution
- c. Review of Public Notice comments
- d. Review and comment for SEPA documents

Projected Reimbursable Costs:

- 1) Salaries – Hourly rates (does not include benefits and indirect) for the following primary Ecology staff are:

- a. Project Manager -Section 401 Writer (ES4) - \$28.79 an hour
 - b. Shoreline Planner (ES4) - \$28.79 an hour
 - c. Management (WMS2) - \$37.36 an hour
- 2) Other Ecology Staff as needed
 - 3) Benefits – Calculated at a rate of roughly 33% (on average) of salaries.
 - 4) Indirect – Calculated at a rate of 32.75%* of salaries and benefits for FY 15.
 - 5) Goods and Services – Reimbursable at actual cost.
 - 6) Travel and per diem– Reimbursable at current published State rate.
 - 7) Attorney – Calculated at a rate of \$127.49* an hour for assignment of Assistant Attorney General counsel.
 - 8) Other – Reimbursable as reasonable and necessary to carry out the terms of this Agreement at actual or calculated rates.

Informational tasks, budget, and schedule summary presented here is for informational purposes only. Ecology tracks and manages costs at the total project level. A formal written and signed amendment to this Agreement is required to increase the total project budget amount or extend the completion date. This budget estimate does not include potential costs associated with appeals following issuance of the final decision.

Position	Hours	Hourly Rate	Salary	Benefits	Indirect	Totals
				33%	32.75%	
Section 401/CZM Staff (ES 4)	180	\$ 28.79	\$ 5,182.20	\$ 1,710.13	\$ 2,257.24	\$ 9,149.56
Management (WMS 2)	12	\$ 37.36	\$ 448.32	\$ 147.95	\$ 195.28	\$ 791.54
TOTALS	192		\$ 5,630.52	\$ 1,858.07	\$ 8,431.89	\$ 9,941.11