



IAA No.

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

PORT OF SEATTLE

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 PORT OF SEATTLE hereinafter referred to as the "PORT", collectively known as the "Parties", pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT TO PROVIDE FUNDING TO THE PORT TO:

- Perform maintenance on a Bank Stabilization and Rehabilitation Pilot Project at Terminal 108 to soil control erosion.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) STATEMENT OF WORK

The PORT 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, **2016**, or date of execution, whichever comes later, and be completed by **October 31, 2016**, unless terminated sooner as provided herein. Amendments extending the period of performance, if any, shall be at the sole discretion of ECOLOGY.

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 and RCW 39.26.180(3). 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 twenty-five thousand dollars (\$25,000.00) 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. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

The PORT staff will bill for salary and benefits plus indirect charges consistent with billing to internal and external customers. The salary and benefit rates are included in Appendix B.

4) BILLING PROCEDURE

The PORT shall submit invoices to ECOLOGY for payment. All invoices are to be delivered to the attention of at the following address:

Joe Ward
Toxics Cleanup Program
Department of Ecology
PO Box 47600
Olympia, WA 98504-7600

Copies shall be sent to Ron Timm, Contract Manager. The PORT shall submit invoices quarterly, with the last invoice submitted no later than October 31, 2016. The PORT shall submit invoices using state invoice voucher A19-1A. Each invoice shall reference the Agreement (IAA) number and clearly identify the items related to performance under this agreement. All expenses invoiced shall be supported with copies of invoices paid by the PORT. 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.

Payment for approved and completed work will be issued through Washington State's Department of Enterprise Services Statewide Payee Desk. To receive payment the PORT must register as a state-wide vendor by submitting 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 the PORT can contact DES at the Payee Help Desk at (360) 407-8180 or email 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) SUBCONTRACTORS

The PORT agrees to take complete responsibility for all actions of any subcontractor used for the performances under this agreement. Prior to performance, the PORT shall identify subcontractor(s) who will perform services in fulfillment of agreement requirements, 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.

7) 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.

8) 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, 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. The cost of resolution will be borne by each party paying its own cost. 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.

9) 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.

10) 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.

11) 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.

12) 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 written amendments to this Agreement.
- c. This Agreement.
- d. Statement of Work and Budget.
- e. Any other provisions of this Agreement, including materials incorporated by reference.

13) 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. This may include, but is not limited to invoices, vouchers, and receipts. 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.

14) INDEMNITY

To the maximum extent permitted by law, ECOLOGY shall protect, defend, indemnify and hold harmless the PORT and all of its elected and appointed officials, employees, principals and agents, while acting within the scope of its employment as such, from all costs, claims, demands, suits, actions, judgment, and/or awards of damages, arising out of, or on account of, ECOLOGY's negligent acts or omissions pursuant to this agreement. Where such claims, suits, or actions result from concurrent negligence of the PORT and ECOLOGY in implementing this agreement, the indemnity provision provided herein shall be valid and enforceable only to the extent permitted by law and to the extent of each Party's own negligence. ECOLOGY agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action related to this agreement brought by, or on behalf of, any of its employees or agents. For this purpose and only for claims related to this agreement, ECOLOGY, by mutual negotiation, hereby waives, with respect to the PORT, any immunity that would otherwise be available against such claims under the industrial insurance provisions of Title 51 RCW. In the event that either party incurs any judgment, award, and/or cost arising therefrom, including attorney's fees, to enforce the provision of this section, all such fees, expenses, and costs shall be recoverable by the prevailing party. This indemnification shall survive the termination of this Agreement.

15) 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 the 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. ECOLOGY's rights under this section shall not interfere with the PORT's obligations under the Washington Public Records Act, Chap. 42.56 RCW.

16) 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.

17) TERMINATION FOR CONVENIENCE

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.

18) 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.

19) 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.

20) 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 PORT Representative is:
Name: Ron Timm Address: 3190 160 th Avenue SE Bellevue, WA 98008-5452 Phone: 425-649-7185 Email: rtim461@ecy.wa.gov Fax: 425-649-7161	Name: Roy Kuroiwa Address: Port of Seattle PO Box 1209 Seattle, WA 98111 Phone: (206) 728-3814 Email: Kuroiwa.R@portseattle.org Fax: 206-787-3707

21) 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**

Port of Seattle

Signature Date

Signature Date

Polly Zehm, Deputy Director

Ted Fick, Chief Executive Officer

Approved as to form:
Attorney General's Office

APPENDIX A STATEMENT OF WORK

Maintenance Activity: Bank-line stabilization and rehabilitation demonstration project (Approx. \$25K)

In 2015, the Port stabilized and rehabilitated an existing eroding bank-line area at Terminal 108, using soft shoreline stabilization techniques as an alternative to traditional, structural shoreline stabilization. Approximately 180-200 linear feet of bank-line at Terminal 108, west shoreline Duwamish Waterway (approximately river mile 1.1) was actively eroding due to vessel generated wakes and waves in the Duwamish Waterway. The bank-line is stable, with massed large-woody-debris and slope vegetation in place and protecting the site. However, it was observed during our inspections, the outer row of anchored large-woody-debris, installed as a sort of outer barrier, protecting a double rank of heavy, anchored logs, is suffering from tug boat wakes, a chronic problem in the Duwamish Waterway. With a project such as this, returning to make adjustments, nearly six months after completion, is often necessary and a prudent means for avoiding and minimizing future more substantial actions.

Task 1: Project management: Maintain project files, prepare invoices and progress reports, and coordinate with Ecology project manager.

Task 2: Engineering Plans and Permitting: Preparation of a brief work plan describing this maintenance event, and submit to Ecology for review. No permits will be obtained as part of this effort.

Task 3: Construction: Mobilization, conducting stabilization maintenance event, recording field observations post construction. This task includes limited tightening the anchor chains for logs and add several additional chain binder links. The chain work is all hand work, with no excavation or machinery on the shoreline. Also, Port will install/fasten up to 25 additional coir bundles to fill the space between logs where soil has eroded, and the beach grass and tufted hair-grass plantings will be doubled in the areas where coir is installed.

Task 4: Reporting: Generate a performance report for transmittal to Ecology for review and approval when the work is complete. The report will include photos, performance observations and summary of effectiveness.

Deliverables and Schedule for Activity 2

Task	Deliverable	Schedule (approximate date)
Task 1: Project management	Quarterly progress reports and invoices	Duration of project

Task 2: Engineering Plans and Permitting	NA	
Task 3: Construction	NA	Start after approval of work Plan (Winter 2016)
Task 4: Reporting and database exports	Draft and Final Report	Submit to Ecology 30 days after receipt of post constructions check (October 2016)

Project Activities	Port Labor (1)	ODCs	Contract costs	Subtotal (2)
Activity: Bank-line Stabilization and Rehabilitation Demonstration				
Task 1 PM	\$4,000			
Task 2 Engineering Plans				
Task 3 Construction			\$20,000	
Task 4 Reporting/ database export	\$1,000			
Total	\$5,000		\$20,000	\$25,000

(1) Split between internal Port labor and contract costs TBD based on contracting strategy

Unit rates for Port Staff

Rates for Port Staff

Position	2016 Rate with Overhead and 3% annual increase
Director SP Env and Planning	\$173.00
Mgr Environmental Programs	\$146.00
Sr Environmental Program Manager	\$140.00
Environmental Program Mgr	\$121.00
Finance Manager	\$133.00
Environmental Data Specialist	\$92.00
Contract/ Recovery Specialist	\$108.00
PCS Equip. Operator	\$86.00
PCS Laborer	\$81.00
MM Teamster	\$105.00
PCS General Foreman	\$110.00
PCS CM	\$126.00

APPENDIX B SPECIAL TERMS AND CONDITIONS

1. ENVIRONMENTAL STANDARDS
 - a) RECIPIENTS who collect environmental-monitoring data must provide these data to ECOLOGY using the Environmental Information Management System (EIM). To satisfy this requirement these data must be successfully loaded into EIM, see instructions on the EIM website at: <http://www.ecy.wa.gov/eim>.
 - b) RECIPIENTS are required to follow ECOLOGY's data standards when Geographic Information System (GIS) data are collected and processed. More information and requirements are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENTS shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.
 - c) RECIPIENTS must prepare a Quality Assurance Project Plan (QAPP) when a project involves the collection of environmental measurement data. QAPP is to ensure the consistent application of quality assurance principles to the planning and execution of all activities involved in generating data. RECIPIENTS must follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030). ECOLOGY shall review and approve the QAPP prior to start of work. The size, cost, and complexity of the QAPP should be in proportion to the magnitude of the sampling effort.