

INTERGOVERNMENTAL AGREEMENT 2015-031
BETWEEN
THE PUGET SOUND CLEAN AIR AGENCY
AND
THE STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY

THIS AGREEMENT is made and entered into by and between the PUGET SOUND CLEAN AIR AGENCY, hereinafter referred to as PSCAA, and the DEPARTMENT OF ECOLOGY, hereinafter referred to as ECOLOGY.

IT IS THE PURPOSE OF THIS AGREEMENT to compensate ECOLOGY on a cost-reimbursable basis for all work related to providing permit engineering support work to the Compliance and Legal Division at PSCAA to assist with a temporary need for engineering resources.

THEREFORE, IT IS MUTUALLY AGREED THAT:

STATEMENT OF WORK

ECOLOGY shall furnish the personnel to perform the work set forth in Attachment "A" which is attached hereto and incorporated herein.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on **September 22, 2014** and be completed on **December 15, 2014** unless terminated sooner as provided herein.

PAYMENT

Compensation to ECOLOGY for the work provided in accordance with this Agreement shall not exceed \$33,643.20 (*thirty three thousand, six hundred forty three dollars and twenty cents*), unless the parties mutually agree to a higher amount. Compensation for service(s) shall be as set forth in accordance with Attachment "B" which is attached hereto and incorporated herein.

BILLING PROCEDURE

ECOLOGY shall submit invoices to PSCAA on a monthly basis for work performed in accordance with the Statement of Work "A" and based on the rates specified in Attachment "B". Payment to ECOLOGY for approved and completed work will be made by warrant or account transfer by PSCAA within 30 days of receipt of detailed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date.

ROLES AND RESPONSIBILITIES OF PSCAA

PSCAA shall furnish office space and resources, agency network and database access, and transit passes, as described in Attachment A, which is attached hereto and incorporated

herein.

RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence, which 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 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 the period.

Records and other documents generated by the work completed under this Agreement shall be stored and retained as specified in Attachment A, which is attached hereto and incorporated herein.

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.

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.

TERMINATION

Either party may terminate this Agreement upon 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.

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.

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.

GOVERNANCE

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:

- Applicable state and federal statutes and rules;
- Statement of work; and
- Any other provisions of the Agreement, including materials incorporated by reference.

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.

WAIVER

A failure of either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such right 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.

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.

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.

CONTRACT MANAGEMENT

The representatives 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.

Puget Sound Clean Air Agency Representative and Project Manager:

Steve Van Slyke, Manager-Compliance
1904 Third Avenue, Suite 105
Seattle, WA 98101
(206) 689-4052
stevev@pscleanair.org

Ecology Representative:

Jeff Johnston
Manager, Science & Engineering Section
P.O. Box 47600
Olympia, WA 98504-7600
(360) 407-6115
jeff.johnston@ecy.wa.gov

IN WITNESS WHEREOF, the parties have signed this Agreement.

PUGET SOUND CLEAN AIR AGENCY

STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY



Craig T. Kenworthy
Executive Director



Stuart A. Clark
Air Quality Program Manager

9/22/14

Date

9/16/14

Date

ATTACHMENT "A"

SCOPE OF WORK

BACKGROUND INFORMATION

The Puget Sound Clean Air Agency (PSCAA) has a short term need for additional engineering staffing to keep compliance work with regulated sources proceeding on schedule. Through discussions with Ecology managers, the opportunity exists for Ecology's Air Programs to provide some assistance to meet this need through an "employee loan". It is anticipated that through this interlocal Agreement, PSCAA will pay to Ecology the salary costs for actual engineering time worked under this Agreement. The assigned engineer will remain an employee of Ecology and the PSCAA payment is a budgetary transaction to offset salary costs for time provided to the benefit of PSCAA.

WORK DESCRIPTION

The permit engineering support work to be provided by Ecology will be assigned by the PSCAA Project Manager (Manager of Compliance) or the PSCAA Senior Engineer. This work may include:

- a. Reviewing offsite compliance reports (Operating Permit or Registration Sources) and preparing the documentation for that review,
- b. Completing portions of Notice of Construction application reviews, which may include researching specific application details,
- c. Reviewing Operating Permit documents prepared by others,
- d. Other permit engineering support tasks identified by the Project Manager.

It is anticipated that offsite compliance reports will be the focus of the initial work assignments.

Ecology shall provide these permit engineering support services under this Agreement solely through the services of Robert Burmark personally, without substitution.

The work assignments by the PSCAA Project Manager or Senior Engineer will be updated weekly and the progress and priorities within those assignments will be reviewed at the same time. All of the work completed under this Agreement shall be documented as engineering work completed by Mr. Burmark. All work in progress and completed shall be saved on the PSCAA computer network, consistent with the practices of the PSCAA permit engineers. When indicated or appropriate to complete the work assignments, Mr. Burmark may communicate directly with sources to complete the work.

SYSTEMS & SUPPORT

PSCAA shall provide a desk and a computer in the PSCAA offices to support the assigned work, and access to all of the network and database capabilities available to every PSCAA permit engineer. The work may also be completed remotely from the PSCAA office through the use of VPN and Remote Desktop Access options. Remote access to the computer and network is available if Mr. Burmark has home computer/internet access that meets the PSCAA

requirements for remote computing. The actual day(s) that Mr. Burmark will need to be in the office is not specified, and will be coordinated with the PSCAA Project Manager as part of the weekly discussions of work assignments.

Telephone service is available in the PSCAA office. PSCAA will also provide a transit pass for the duration of this Agreement, consistent with the transit benefit provided to PSCAA employees. This pass would support commuting options on days Mr. Burmark planned to be in the PSCAA office.

LEVEL OF EFFORT

The amount of time Mr. Burmark may be available under this Agreement is assumed to be at least 2 full days per week. If he has more time available based on his Ecology work assignments, PSCAA could use up to full time levels (5 days/week) of assistance. Any amount of time between 2 and 5 days per week is agreeable to PSCAA under this Agreement. PSCAA is flexible regarding the actual days Mr. Burmark is working under this Agreement.

It is also assumed at this time that this permit engineering support work need may last up to 12 weeks in duration.

ATTACHMENT "B"

BUDGET

Ecology shall make Mr. Robert Burmark available to support the Scope of Work identified in Attachment A as follows:

- Personnel hourly rate includes salary (\$39.70/hr), benefits (33.0%), and indirect (32.75%)
- Hourly rate for Mr. Burmark working under this Agreement is \$70.09/hour
- Time payments are for actual hours worked.

The actual hours worked by Mr. Burmark under this Agreement may vary each week, as described in Attachment A.