

**INTERLOCAL AGREEMENT FOR
FEDERAL AGENCY PERMIT STAFFING SUPPORT
BY AND BETWEEN
THE PORT OF TACOMA AND PORT OF VANCOUVER**

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between the Port of Tacoma, a Washington municipal corporation, and the Port of Vancouver, a Washington municipal corporation (collectively referred to herein as the "Ports").

WHEREAS, the Ports are committed to providing the necessary support to the federal resource and regulatory agencies, particularly National Oceanic and Atmospheric Administration (NOAA)'s National Marine Fisheries Service (NMFS), which are charged with the implementation and enforcement of federal laws including the Clean Water Act (CWA) and the Endangered Species Act (ESA);

WHEREAS, the Ports are required to obtain approvals from NOAA's NMFS for the development, redevelopment, repair and maintenance of new and existing port facilities within the jurisdiction of the two Ports;

WHEREAS, the Port of Tacoma employs Shandra O'Haleck (the "assigned individual") to assist and facilitate with obtaining federal permits through an Assignment Agreement with NOAA's National Marine Fisheries Service;

WHEREAS, in order to improve efficiency in obtaining, from federal agencies, the permits necessary for the development, redevelopment, repair and maintenance of new and existing Port facilities, the Port of Vancouver desires to retain the services of the assigned individual from the Port of Tacoma pursuant to the terms and conditions contained herein; and

WHEREAS, the Ports are authorized, pursuant to Chapter 39.34 RCW (the Interlocal Cooperation Act), to enter into this interlocal agreement.

NOW, THEREFORE, the parties agree as follows:

I. Scope of Agreement

A. Services Provided. The assigned individual shall provide to the Port of Vancouver, including but not limited to, the following services (the "Services"): (1) the preparation of detailed analyses and opinions of impact; (2) coordination and communication with permit applicants and the other federal regulatory and resource agencies; (3) coordination and communication with local and state agencies with similar or related charges under state law; and (4) any other services that may be necessary to facilitate obtaining federal permits for the

development, redevelopment, repair and maintenance of new and existing facilities.

B. Employment. During the term of this Agreement, the assigned individual shall remain a full time employee of the Port of Tacoma and the Port of Tacoma shall continue to be responsible for the assigned employee's salary, benefits and retirement contributions. Nothing contained herein shall be construed as creating an employer/employee relationship between the assigned individual and the Port of Vancouver.

II. Administration of Agreement/Billing

A. Billing Rate. Port of Vancouver will reimburse the Port of Tacoma at the hourly rate of \$68.00/hour, for the Services provided herein. In addition to the hourly rate paid by the Port of Vancouver, the same shall pay to the Port of Tacoma a management/overhead fee equal to twenty five percent (25%) of the hourly rate billed to Port of Vancouver by the Port of Tacoma. This rate may be increased in the future. The Port of Tacoma will provide a written notice thirty calendar days in advance of such change.

B. Billing Procedure. The Port of Tacoma will submit monthly invoices to the Port of Vancouver reflecting the charges to the Port of Vancouver, at the specified billing rate, within ten (10) days of the last day of the month the Services were provided. The Port of Tacoma will include timesheet records as part of the invoice. The Port of Vancouver will review and approve the invoice, and submit payment to the Port of Tacoma within sixty (60) days of receipt of invoice. Any disputed charges will be withheld pending resolution of the dispute.

III. Term

This Agreement shall become effective on the day it has been executed by the Port of Vancouver and the Port of Tacoma. The term of this Agreement shall be from September 23, 2010 through December 31, 2012.

IV. Legal Relations

A. Independent Municipal Governments. The parties hereto are independent municipal governments and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each party. It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of any party shall be deemed, or represent themselves to be, employees of any of the other party.

V. Records and Audit

During the term of this Agreement, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this Agreement and accounting therefore shall be kept by each Port and shall be available for inspection and audit by representatives of either the Port of Tacoma or Port of Vancouver and any other party with legal entitlement to review said records.

VI. Termination

This Agreement may be terminated at the discretion of either party, upon thirty (30) days' written notice to the other party. Upon termination of this Agreement a reconciliation of all costs and obligations since the last reconciliation shall be conducted and all unpaid costs shall be resolved in accordance with Paragraph II of this Agreement.

VII. Dispute Resolution

Any controversy or claim arising out of or relating to this contract, or the breach thereof, which is not settled by agreement between the parties, shall be settled by mediation in the State of Washington, in Pierce County. In the event either party reasonably believes mediation will not result in a solution to the disagreement, mediation is waived.

This Agreement shall be construed and enforced according to the laws of the State of Washington. All litigation pursued in connection with this agreement shall be in the Superior Court, Pierce County, Washington. Such referral shall be a condition precedent before either party resorts to other remedies it may have.

VIII. Notices

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in writing addressed to the other party at the addresses as follows:

Port of Vancouver:	3103 NW Lower River Road Vancouver, WA 98660-1027
--------------------	--

Port of Tacoma:	PO Box 1837 Tacoma, WA 98401
-----------------	---------------------------------

or to such other address as may have been specified by notifying the other party of the change of address. Notice shall be deemed served on the date of actual

delivery or the first attempted delivery as shown on the return receipt if mailed with the United States Postal Service by certified mail, return receipt requested.

IX. Severability

If any term or provision of this Agreement, or its application to any person or circumstance is ruled invalid or unenforceable, the remainder of this Agreement will not be affected and will continue in full force and effect.

X. Survival

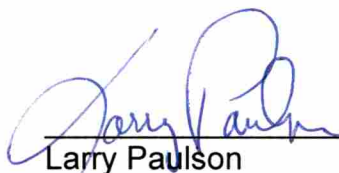
All obligations of the parties as provided in this Agreement shall not cease upon termination of this Agreement and shall continue as obligations until fully performed. All clauses of this Agreement which require performance beyond the termination of this Agreement shall survive the termination date.

XI. Entire Agreement/Amendment

This Agreement, together with any documents incorporated by reference shall constitute the entire agreement between the parties with respect to the services to be provided and shall supersede all prior agreements, proposals, understandings, representations, correspondence or communications relating to the subject matter hereof. No modification or amendment of this Agreement shall be valid and effective unless evidenced by the agreement in writing.

WHEREFORE, the parties have executed this Agreement this 30th day of September, 2010.

Port of Vancouver



Larry Paulson
Executive Director

Port of Tacoma



John Wolfe
Executive Director

**FIRST AMENDMENT
OF
MASTER INTERLOCAL AGREEMENT 069147
FOR
FEDERAL AGENCY PERMIT STAFFING SUPPORT
BY AND BETWEEN
THE PORT OF TACOMA AND THE PORT OF VANCOUVER**

This amendment reflects language changes in Section II - Administration of Agreement/Billing and extends the period of performance defined in Section III - Term.

Section II is amended to read as shown below:

II. Administration of Agreement/Billing

A. Billing Rate. The Contractee will pay to the Port the hourly rate of \$ 93.85, for the Services provided herein. The billing rate of \$93.85 includes the assigned individual's hourly rate, plus a Port management/overhead fee equal to thirty-five percent (35%). The hourly rate for the Assigned Individual may increase in the future, which shall be effective upon the Port's thirty (30) calendar day advance written notice to Contractee. If multiple projects are anticipated, the Contractee is encouraged to provide specific project identification numbers or titles than can be used to track time to each project.

B. Billing Procedure. The Port will submit monthly invoices to the Contractee within ten (10) days of the last day of the month the Services were provided, including timesheet records describing the services provided and the hours billed. The Contractee shall submit payment to the Port of Tacoma within thirty (30) days of receipt of invoice. Contractee shall provide the Port notice of any disputed charges within thirty (30) days receipt of the invoice, or such disputes are waived. Disputes shall be resolved according to the process defined within Paragraph VI herein.

Section III is amended to read as follows:

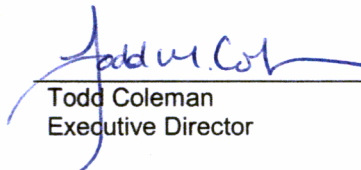
III. Term

The period of this performance is extended eighteen (18) months from December 31, 2012 through June 30, 2014.


This Agreement may be terminated at the discretion of either Party, upon thirty (30) days' written notice to the other Party. Upon termination of this Agreement a reconciliation of all costs and obligations since the last reconciliation shall be conducted and all unpaid costs shall be resolved in accordance with Paragraph II of this Agreement, or in the event of dispute, Paragraph VI herein.

Port of Vancouver

Port of Tacoma


Todd Coleman
Executive Director

11.14.12
(Date)


John Wolfe
Chief Executive Officer

12-13-12
(Date)

**SECOND AMENDMENT
OF
MASTER INTERLOCAL AGREEMENT 069147
FOR
FEDERAL AGENCY PERMIT STAFFING SUPPORT
BY AND BETWEEN
THE PORT OF TACOMA AND THE PORT OF VANCOUVER**

This amendment reflects language changes and a funding increase in Section II - Administration of Agreement/Billing and extension to the Period of Performance in Section III - Term.

Section II.A is amended to read as shown below:

II. Administration of Agreement/Billing

A. Billing Rate. The Contractee will pay to the Port the hourly rate of \$ 103.00, for the Services provided herein. The billing rate of \$103.00 includes the assigned individual's hourly rate, plus a Port management/overhead fee equal to thirty-five percent (35%). The hourly rate for the Assigned Individual may increase in the future, which shall be effective upon the Port's thirty (30) calendar day advance written notice to Contractee. It shall be the Contractee's responsibility to ensure the hours of service rendered under this agreement will not result in charges in excess of this amount. If multiple projects are anticipated, the Contractee is encouraged to provide specific project identification numbers or titles that can be used to track time to each project.

Section III is amended to read as shown below:

III. Term


This Agreement shall be effective on the day it has been executed by the Contractee and the Port of Tacoma. The term of this Agreement is extended twenty-four months from June 30, 2014 through April 22, 2016.

Should the Interpersonal Government Agreement (IPA) between the Port of Tacoma and the U. S. Department of Interior, United States Fish and Wildlife not be signed prior to June 30, 2014, this agreement will expire on June 30, 2014. Written notification will be provided to the Port of Vancouver should this occur.


This Agreement may be terminated at the discretion of either Party, upon thirty (30) days' written notice to the other Party. Upon termination of this Agreement a reconciliation of all costs and obligations since the last reconciliation shall be conducted and all unpaid costs shall be resolved in accordance with Paragraph II of this Agreement, or in the event of dispute, Paragraph VI herein.

Port of Vancouver

Port of Tacoma


Todd Coleman
Executive Director

6.30.14.
(Date)


Bob Wells
Chief Executive Officer

7-3-14
(Date)

**THIRD AMENDMENT
OF
MASTER INTERLOCAL AGREEMENT 069147
FOR
FEDERAL AGENCY PERMIT STAFFING SUPPORT
BY AND BETWEEN
THE PORT OF TACOMA AND THE PORT OF VANCOUVER**

This amendment reflects language changes in Section III – Term to bring the month count (noted in bold italics) into alignment with the expiration date and removes the paragraph related to a possible expiration of this agreement on June 30, 2014.

Section III is amended to read as shown below:

III. Term

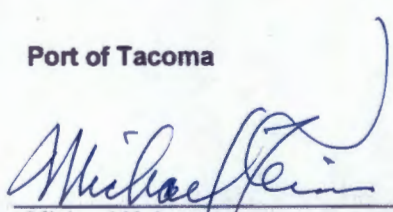
This Agreement shall be effective on the day it has been executed by the Contractee and the Port of Tacoma. The term of this Agreement is extended ***twenty-two*** months from June 30, 2014 through April 22, 2016.

This Agreement may be terminated at the discretion of either Party, upon thirty (30) days' written notice to the other Party. Upon termination of this Agreement a reconciliation of all costs and obligations since the last reconciliation shall be conducted and all unpaid costs shall be resolved in accordance with Paragraph II of this Agreement, or in the event of dispute, Paragraph VI herein.

Port of Vancouver

 **8-11-14**
(Authorized Agency Representative) (Date)

Port of Tacoma

 **8/19/14**
Michael Keim
Senior Contracts Administrator (Date)