

Agenda Item No. E-3

REQUEST FOR COMMISSION ACTION

PORT OF VANCOUVER USA

REVIEWED BY:



Lisa Lowe

General Counsel

Title

APPROVED BY:



Patty Boyden

Director of
Environmental Services 11/13/2012
Title Date

SUBJECT:

Approve First Amendment to the Interlocal Agreement for Federal Agency Permit Staffing Support by and between the Port of Tacoma and Port of Vancouver

BACKGROUND:

This Interlocal agreement supports the port's strategic plan to maximize current marine and industrial business through the use of efficient, cost effective methods to acquire in-water permits and approvals necessary for the construction of port projects.

On September 14, 2010, the port entered into an Interlocal Agreement for Federal Agency Permit Staffing Support with the Port of Tacoma ("Agreement") that will expire on December 31, 2012. Ports are authorized to enter into interlocal agreements pursuant to Chapter 39.34 RCW (Interlocal Cooperation Act).

The Port of Tacoma employs an assigned individual to assist and facilitate the acquisition of federal permits and approvals required by National Marine Fisheries Services and US Fish and Wildlife Service. Under the Agreement, the port retains the services of the assigned individual and reimburses the Port of Tacoma for its use of these services. Services provided are: 1) preparation of detailed analyses and opinions of in-water and riparian impacts, 2) coordination and communication with permit applicant and other local, state, and federal regulatory and resource agencies, and 3) any other services that may be necessary to facilitate obtaining federal permits. This Agreement may be terminated by either party with 30 days written notice to the other party.

Port staff desires to continue to use these services and requests that the Board of Commission authorize the Executive Director to execute (i) an amendment to extend the Agreement to June 30, 2014 and (ii) all mutually agreed subsequent time extensions to the Agreement. Port staff will request Board of Commission approval for contract costs that exceed \$200,000.

Additional Information Attached? Yes

RECOMMENDATION: That the Board of Commissioners authorize the Executive Director to execute the First Amendment of the Agreement and all mutually agreed subsequent time extensions to the Agreement.

Respectively Submitted by:  , Executive Director

Date Action Taken 11/13/12

Motion By: 

Approved: 11/13/12

Seconded By: Wolfe

Deferred To: _____

Unanimous: Yes No _____

**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)