



DEPARTMENT OF
ECOLOGY
State of Washington



INTERAGENCY AGREEMENT (IAA)

ECOLOGY # C1400109

WSU # 21230

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

WASHINGTON STATE UNIVERSITY

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 WASHINGTON STATE UNIVERSITY EXTENSION ENERGY PROGRAM hereinafter referred to as "WSU" pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT for WSU to provide ECOLOGY with fuel mix disclosure database maintenance and operation. WSU will provide these services primarily to the Air Quality and Climate Policy Programs

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) STATEMENT OF WORK

WSU 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 specified below and further detailed in Appendix A, attached hereto and incorporated herein.

Fuel Mix Disclosure System:

WSU Technical Services Project maintains the State of Washington's Fuel Mix Disclosure system (RCW 19.29.A) which consists of database application and a Claims Report web application allowing direct entry of data by utility respondents. Specific tasks in this process that may be conducted by the Project include:

1. Updating the database with the most recent generation, plant emissions rate and fuel use data.
2. Update and maintain the utility reporting website.
3. Review utility and generation data for anomalies and make needed corrections.
4. Generate estimates for missing data.
5. Calculate emissions estimates for generation facilities.
6. Generate utility fuel mix reports.
7. Field technical questions from utility respondents and WA State Department of Commerce staff.
8. Generate Western Electric Coordinating Council (WECC) plants and emissions dataset.

9. Completion of this effort is conditional upon additional funding anticipated from the Utilities and Transportation Commission and support from the Department of Commerce.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on **January 1, 2014**, and be completed by **December 31, 2016**, 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 \$30,000 (thirty thousand dollars), nor will it exceed \$10,000 (ten thousand dollars) per calendar year. Actual hourly rates will be approximately \$80/hour, but the exact amount will vary by month. 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, which is attached hereto and incorporated herein. ECOLOGY will not make payment until it has reviewed and accepted the completed work.

4) BILLING PROCEDURE

WSU shall submit invoices to ECOLOGY for payment on an annual basis when the year's project is complete (one invoice annually). All invoices are to be delivered to the attention of Carrol Johnston at the following address: Washington State Department of Ecology, Air Quality Program, PO Box 47600, Olympia, WA 98504-7600, phone 360.407.6805, email: carrol.johnston@ecy.wa.gov.

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. 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 you 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 you can contact DES at the Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.

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) SUBCONTRACTORS

~~WSU agrees to take complete responsibility for all actions of any Subcontractor used for the performance under this agreement.~~ 

Prior to performance, WSU 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 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.

9) 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.

10) 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.

11) 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.

12) 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 jointly owned by WSU and 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.

13) 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.

14) 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.

15) 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.

16) 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.

17) 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 WSU Representative is:
Name: Gail Sandlin	Name: Sheila Riggs
Address: Department of Ecology PO Box 47600 Olympia, WA 98504-7600	Address: WSU Extension Program PO Box 43165 Olympia, WA 98513-3165
Phone: 360.407.6860	Phone: 360.956.2074
Email: gasa461@ecy.wa.gov	Email: riggs@energy.wsu.edu
Fax: 360.407.6989	Fax: 360.956.2217

APPENDIX A

STATEMENT OF WORK

STATEMENT OF WORK

WSU submits this proposal to provide technical support services to ECOLOGY. The Energy Program Technical Services Project will provide Fuel Mix Disclosure (RCW 19.29A) database maintenance and operation to the Air Quality Program of ECOLOGY for 2014 through 2016 calendar years. This work may include, but is not limited to:

Fuel Mix Disclosure System:

- Updating the database with the most recent generation, plant emissions rate and fuel use data.
- Update and maintain the utility reporting website.
- Review utility and generation data for anomalies and make needed corrections.
- Generate estimates for missing data.
- Calculate emissions estimates for generation facilities.
- Generate utility fuel mix reports.
- Field technical questions from utility respondents and Commerce staff.
- Generate Western Electric Coordinating Council (WECC) plants and emissions dataset.

Deliverables:

Providing access to fuel mix and emissions data and reports on this website, which is managed by the Washington State Department of Commerce.

<http://www.commerce.wa.gov/Programs/Energy/Office/Utilites/Pages/FuelMix.aspx>

- Utility fuel mix reports.
- Net system mix, derived from data provided by utility respondents.
- Aggregate state fuel mix.
- Aggregate emissions attributed to electricity that utilities use to serve their Washington customer load.

In addition, upon request, WSU will provide a spreadsheet that outlines generation and estimated emissions for all electricity generating plants in the Western Electricity Coordinating Council region.

About WSU Energy Program

WSU staff includes expertise and knowledge in the collection and analysis of energy information, engineering and scientific disciplines, and the practical delivery of energy programs, education and training, evaluation, applied research, and technology transfer.