

**INTERAGENCY AGREEMENT
BETWEEN
THE STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
AND
WASHINGTON STATE UNIVERSITY**

PARTIES TO THE AGREEMENT

This Agreement is made and entered into by and between the Department of Ecology, hereinafter referred to as “ECY,” and the Washington State University, hereinafter referred to as “WSU,” pursuant to the authority granted by Chapter 39.34 RCW.

PURPOSE

The purpose of this Agreement is to provide funding for the Department of Ecology (ECY) to perform activities described in this agreement in support of carrying out the requirements of Section 28 of Engrossed Third Substitute House Bill No. 1091. WSU received funding for the work required of ECY in Engrossed Third Substitute House Bill No. 1091, Section 28 in Engrossed Substitute Senate Bill 5092, Section 607(25).

PERIOD OF PERFORMANCE

This Agreement shall become effective on July 1, 2021 and will expire on June 30, 2023, unless terminated sooner or extended as provided herein.

STATEMENT OF WORK

ECY shall perform the following work required by Section 28 of Engrossed Third Substitute House Bill No. 1091:

Low Carbon Energy Project Siting Improvement Process

- Develop recommendations for potential improvements to the permitting processes for industrial projects and facilities in Washington that would contribute to achieving greenhouse gas emissions limits established under RCW 70A.45.020 while maintaining standards for the protection of the environment and the preservation of tribal consultation and treaty rights.
- Provide increased clarity on areas in the state that may be suitable for siting projects that have a lower potential for negative environmental impacts, especially to highly impacted communities as defined in RCW 19.405.020 and identify strategies for minimizing and mitigating negative environmental impacts where possible.
- Provide clear guidance and direction intended to improve project proposals, recommend policy and administrative improvements necessary to improve the

permitting process, and recommend any additional studies needed.

- Convene businesses, local governments, community organizations, and environmental and labor stakeholders, and consult with tribes.

Report to the Governor and the Legislature

- Interim progress report with initial policy proposal recommendations for the 2022 legislative session by December 1, 2021,
- Final report including findings, recommendations, and further policy proposals by December 1, 2022.

COMPENSATION AND PAYMENT

WSU shall pay ECY an amount not to exceed four hundred thousand dollars (\$400,000). Two hundred thousand dollars (\$200,000) payable in Fiscal Year 2022 and two hundred thousand dollars (\$200,000) payable in Fiscal Year 2023.

This amount is a portion of the total necessary for the ECY to complete its work requirements. The amount paid by WSU is to be used by ECY for contracting and staff in support of the work required by Section 28 of Engrossed Third Substitute House Bill No. 1091.

ECY shall submit annual requests for payment under this Agreement. Upon receipt and approval of the properly executed invoices, WSU will remit payment to ECY in a total amount not to exceed the value of this Agreement.

The invoice shall be forwarded to the attention of Lana Redman, PO Box 641045, Pullman, WA 99164-1045, phone 509-335-2480, redmanl@wsu.edu

DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from WSU, one representative from ECY, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.

TERMINATION

Either party may terminate Agreement upon thirty (30) days written notice to the other party. In the event of termination of this Agreement, the terminating party 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.

AGREEMENT CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be changed, modified, or amended by written agreement executed by both parties.

MANAGEMENT

The agreement manager 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 WSU Agreement Manager is Kelley Westhoff, PO Box 641041, Pullman, WA 99164-1041, phone 509-335-0907, kwesthoff@wsu.edu

The ECY Agreement Manager is Brenden McFarland, PO Box 47600, Olympia, WA 98504-7600, (360) 407-6976, bmcf461@ecy.wa.gov

EXECUTION

We, the undersigned, agree to the terms of the foregoing Agreement.

DEPARTMENT OF ECOLOGY



Heather Bartlett, Deputy Director

7/16/2021

Date

WASHINGTON STATE UNIVERSITY



Amanda N. Owen
Associate Director, RE and Bus. Ops.

12.30.21

Date