

# ASSIGNMENT AGREEMENT

**Title IV of the  
Intergovernmental Personnel Act of 1970  
(5 U.S.C. 3371 – 3376)**

| INSTRUCTIONS  |  |   |  |
|---|--|---|--|
| <p>This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment under the provisions of the Intergovernmental Personnel Act of 1970.</p> <p>The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.</p> <p>Each signatory should retain copies of the completed and signed agreement.</p> | <p>Within 15 days of the effective date of the assignment, two copies of this form must be sent to:</p> <p style="text-align: center;">Faculty Fellows and Personnel Mobility Division<br/>Office of Intergovernmental Personnel Programs<br/>Office of Personnel Management<br/>P.O. Box 14184<br/>Washington, DC 20044</p> <p>Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff in the Intergovernmental Personnel Programs Division in Office of Personnel Management's regional office.</p> |   |  |
| PART 1 – NATURE OF THE ASSIGNMENT AGREEMENT   |  |   |  |
| 1. <input checked="" type="checkbox"/> New Agreement <input type="checkbox"/> Modification <input type="checkbox"/> Extension   |  |   |  |
| PART 2 – INFORMATION ON PARTICIPATING EMPLOYEE  |  |   |  |
| 2. Name ( <i>Last, First, Middle</i> )<br>O'Haleck, Shandra   |  | 3. Social Security Number   |  |
| 4. Home Address ( <i>Street, City, ZIP Code</i> )<br><br>60 East Road of Tralee<br>Shelton, WA 98584  |  | 5.A. Have you ever been on a mobility assignment?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                                  |  |
|   |  | 5.B. If "YES", date of each assignment ( <i>Month and Year</i> )<br>FROM:      TO:<br>July 1, 2008      June 30, 2010<br>July 1, 2010      April 27, 2012 |  |
| PART 3 – PARTIES TO THE AGREEMENT   |  |   |  |
| 6. Federal Agency ( <i>List office, bureau or organizational unit which is party to the agreement</i> )<br>U.S. Fish and Wildlife Service<br>Washington Fish and Wildlife Office  |  | 7. State of Local Government ( <i>Identify the governmental agency</i> )<br><br>Port of Tacoma  |  |
| 8. Is assignment being made through a faculty fellows program?<br>If yes, give name of the program.   |  | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |  |
| PART 4 – POSITION DATA  |  |   |  |
| A – Position Currently Held   |  |   |  |
| 9. Employment Office Name ( <i>Building, Street, City, State and ZIP Code</i> )<br>Port of Tacoma<br>PO Box 1837<br>Tacoma, WA 98401  |  | 10. Employee's Position Title<br>Fishery Biologist  | 11. Office Phone No. ( <i>Area Code</i> )<br>253-428-8659                    |
|   |  | 12. Immediate Supervisor ( <i>Name and Title</i> )<br>Jason Jordan, Director, Environmental Programs  |  |
| B – Type of Current Appointment   |  |   |  |
| 13. Federal Employees ( <i>Check appropriate box</i> )<br><input type="checkbox"/> Career Competitive<br><input type="checkbox"/> Other ( <i>Specify</i> )  |  | 14. State and Local Employees   |  |
| Indicate GS Level   |  | State or Local Salary<br>\$84,768   | Original Date Employed by the State or Local Government<br>November 19, 2001 |

| <b>C – Position To Which Assignment Will Be Made</b>  |   |   |
|---|---|---|
| 15. Employment Office Name and Address ( <i>Building, Street, City, State and ZIP Code</i> )<br>U.S. Fish and Wildlife Service<br>510 Desmond Dr. SE, Suite 102<br>Lacey, WA 98503  | 16. Assignee's Position Title<br><b>Fishery Biologist</b>   | 17. Office Phone No. ( <i>Area Code</i> )<br>360-753-9533   |
|   |   | 18. Immediate Supervisor ( <i>Name and Title</i> )<br><b>Martha Jensen</b><br><b>Federal Activities Branch Supervisor</b> |
| <b>PART 5 – TYPE OF ASSIGNMENT</b>  |   |   |
| 19. Check Appropriate Box<br><input type="checkbox"/> On detail from a federal agency<br><input type="checkbox"/> On leave without pay from a federal agency<br><input checked="" type="checkbox"/> On detail to a federal agency, Full-time<br><input type="checkbox"/> On appointment in a federal agency, Full-time  | 20. Period of Assignment ( <i>Month, Day, Year</i> )<br>FROM: <b>July 1, 2012</b> TO: <b>June 30, 2014</b>  |   |
| <b>PART 6 – REASON FOR MOBILITY ASSIGNMENT</b>  |   |   |
| 21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.<br><br><b>Ms. O'Haleck will assist FWS and NMFS-HCD with technical reviews and preparing documentation necessary to meet statutory requirements for Port projects and non-Port projects at the discretion of the FWS supervisor, and in close coordination with the NMFS manager. The assignment will promote cooperation and mutual understanding for the Port, FWS, and NMFS. The Port of Tacoma, FWS, and NMFS will benefit from increased staffing and coordination to accomplish work tasks related to the Endangered Species Act and other relevant environmental regulations. Upon completion of the assignment, the employee returns to the Port of Tacoma.</b>  |   |   |
| <b>PART 7 – POSITION DESCRIPTION</b>  |   |   |
| 22. List the major duties and responsibilities to be performed while on the mobility assignment. Attach an accurate description of the position being filled through the IPA assignment. <ol style="list-style-type: none"> <li>1. Conducts ESA/EFH reviews for proposed Port of Tacoma projects requiring Federal approval.</li> <li>2. Analyzes the effects of proposed Port of Tacoma projects on aquatic biota, with emphasis on ESA-listed spp.</li> <li>3. Conducts informal and formal ESA consultations for FWS and NMFS assigned projects.</li> <li>4. Works with other Federal agencies including the Army Corps of Engineers and EPA, state agencies, and tribes to facilitate environmental review of the Port of Tacoma proposals.</li> <li>5. While working in Lacey, attends FWS and NMFS staff meetings, meets with supervisor, receives training, and coordinates with staff members at FWS and NMFS.</li> <li>6. Work assignments will be made by the FWS supervisor for the Federal Activities Branch in close coordination with NMFS supervisor.</li> <li>7. Ms. O'Haleck may drive a Federal vehicle in the course of her duties.</li> <li>8. Both the FWS supervisor and the NMFS supervisor who review her work will participate in Ms. O'Haleck's performance reviews.</li> </ol> |   |   |
| <b>PART 8 – EMPLOYEE BENEFITS</b>   |   |   |
| 23. Rate of Basic Pay<br><b>\$84,768</b>  | 24. Special Pay Conditions ( <i>Indicate any conditions that could increase the assigned employee's compensation during the assignment period</i> )<br><b>N/A</b> |   |
| 25. Leave Provisions ( <i>Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave</i> )<br><b>Vacation and sick leave days will accrue and be used according with Port of Tacoma rules. Vacation and sick leave will be subject to approval by supervisor Martha Jensen, FWS, and to be reported to the Port of Tacoma weekly. The assignee will observe all Port holidays and will be excused from Federal holidays not observed by the Port. Time and attendance certification will be submitted to Jason Jordan or his designee.</b>  |   |   |

| <b>PART 9 – FISCAL OBLIGATIONS</b>   |  |
|--|--|
| Identify, where appropriate, the office to which invoices and time and attendance records should be sent.  |  |
| <p>26. Federal Agency Obligations <i>(If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)</i></p> <p>Ms. O'Haleck will have office space in collocated offices of FWS and NMFS, including computer, supplies and equipment. Training will be provided in Federal laws and regulations (e.g. Clean Water Act, ESA, MSA).</p> <p>FWS or NMFS will provide per diem, travel, and or training costs (projected \$1500 per year).</p>  | <p>27. State or Local Government Agency Obligations</p> <p>The Port of Tacoma will pay 100% of the salary (\$84,768/year) and benefits (\$37,304/year) for the employee. Funding for other training requests will be considered on a case-by-case basis.</p>   |
| <b>PART 10 – CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT</b>  |  |
| <p><input checked="" type="checkbox"/> 28. Applicable federal, state or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.</p> <p><input checked="" type="checkbox"/> 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct, which apply to him/her while on this assignment.</p>  |  |
| <b>PART 11 – OPTIONS</b>   |  |
| <p>30. Indicate coverage or "N.A." if not applicable</p> <p>A. Federal Employees Group Life Insurance</p> <p><input type="checkbox"/> Covered <input checked="" type="checkbox"/> N.A.</p> <p>B. Federal Civil Service Retirement</p> <p><input type="checkbox"/> Covered <input checked="" type="checkbox"/> N.A.</p> <p>C. Federal Employee Health Benefits</p> <p><input type="checkbox"/> Covered <input checked="" type="checkbox"/> N.A.</p>   | <p>31. State or Local Agency Benefits <i>(Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)</i></p> <p>Ms. O'Haleck will receive all benefits normally provided to Port of Tacoma employees.</p> |
| 32. Other Benefits <i>(Indicate any other employee benefits to be made part of this agreement)</i>   |  |
| <b>PART 12 – TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES</b>   |  |
| <p>33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334, of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.</p> <p>There will be no relocation expenses. Ms. O'Haleck resides in the commuting area. FWS or NMFS will pay 100% of travel expenses under Invitational Travel Orders while on official travel away from the assignment area as per the guidelines set forth in the Federal Travel Regulations and FWS Travel Policy (\$1500 per year).</p> |  |

**PART 13 – APPLICABILITY OF RULES, REGULATIONS AND POLICIES**

## 34. Check Appropriate Boxes

- A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary and benefits) of my assignment. *(For Federal employees only)*

**PART 14 – CERTIFICATION OF ASSIGNED EMPLOYEE**

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

|   |   |                      |
|---|---|----------------------|
| 35. Location of Assignment ( <i>Name of Organization</i> )<br>U.S. Fish and Wildlife Service<br>Lacey, WA | 36. Date ( <i>Month, Day, Year</i> )<br>From:<br>July 1, 2012             | To:<br>June 30, 2014 |
| 37. Signature of Assigned Employee<br><br><i>Shandra J O'Heleck</i>                                       | 38. Date of Signature ( <i>Month, Day, Year</i> )<br><br><i>5/17/2012</i> |                      |

**PART 15 – CERTIFICATION OF APPROVING OFFICIALS**

In signing this agreement, we certify that:

- The description of duties and responsibilities is current and fully accurately describes those of the assigned employee;
- This agreement is being entered into to serve a sound, mutual purpose and not solely for the employee's benefit;
- At the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

| Signature of Authorizing Officer       |                                    | Typed Name and Title  | Date of Signature<br>( <i>Month, Day, Year</i> ) |
|--|------------------------------------|---|--|
| State or Local<br>Government<br>Agency | 39. <i>Dorcas Nepple</i>           | 40. Dorcas Nepple, Director, Contracts and Purchasing, Port of Tacoma                         | 41. <i>5/17/2012</i>                             |
| Federal<br>Agency                      | 42. <i>Kate Benhart</i>            | 43. Ken S. Berg, Manager, U.S. Fish and Wildlife Service, Washington Fish and Wildlife Office | 44. <i>5/29/12</i>                               |
| Headquarters<br>Concurring<br>Official | 45. <i>Ryan Uamm</i> <b>Acting</b> | 46. Regional Director<br>U.S. Fish and Wildlife Service<br>Region 1                           | 47. <i>6/11/12</i>                               |

Additional Signature:

*April L. Barry* 6/11/12  
 acting ARD, Ecological Services Date

**PRIVACY ACT STATEMENT**

Sections 3373 and 3374, Assignment of Employees To and From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law enforcement agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.