



INTERLOCAL AGREEMENT NUMBER C0900162

**Department of Ecology (ECY) and the Puget Sound Clean Air Agency (PSCAA)
For the Transfer of funds from PSCAA to ECY**

THIS INTERLOCAL AGREEMENT (“Agreement”) is to establish an arrangement in which PSCAA will provide funds in the amount of Ten Thousand Dollars (\$10,000.00) to ECY for work to be performed under Contract C0800363 with ESSI and;

As stated in Chapter 39.34, Revised Code of Washington provides for cooperation between local government entities through contractual agreement; and;

ECY and PSCAA consider the Project as a priority project, and it is in the best interest of each party to enter into this Interlocal Agreement.

ECY and PSCAA agree as follows:

- I. Purpose: The purpose of this agreement is to set the terms for PSCAA to provide Ten Thousand Dollars (\$10,000.00) to ECY for the purpose of partial funding of the transformation of the successful and comprehensive planning exercise of the Climate Advisory Team done in 2007 into a focused, refined, and effective set of actions which are specific and complete enough to be seriously considered by the Governor and Legislature in the 2009 Legislative Session. HB 2815 directed the agency to deliver the Climate Advisory Team’s (CAT) “most promising” recommendations for consideration in the 2009 Legislative session.
- II. PSCAA Responsibilities: PSCAA shall provide the funds to ECY via warrant to:

Department of Ecology
Cashiering Unit
Attn: Shelley Reisher
P. O. Box 47611
Olympia, WA 98504-7611

- III. Ecology Responsibilities: Ecology hereby agrees to utilize this funding for payment to ESSI under contract C0800363 payable upon completion and acceptance by ECY of contract deliverables.
- IV. Term: This Agreement shall be effective for the period of December 1, 2008 through January 31, 2009. Full payment is to be made within this time period to ECY. This agreement may be terminated by any party upon the giving of twenty (20) days written notice to the other.
- V. Responsible Persons: The persons responsible for administration of this Agreement shall be the Department of Ecology Director or designee and the Puget Sound Clean Air Agency or designee.
- VI. Treatment of Assets and Property: No fixed assets or personal or real property will be jointly or cooperatively acquired, held, used, or disposed of pursuant to this Agreement.
- VII. Indemnification: Each party agrees to be responsible and assume liability for its own wrongful and/or negligent acts or omissions or those of their officials, officers, agents, or employees to fullest extent required by law, and further agrees to save, indemnify, defend, and hold the other party harmless from any such liability. It is further provided that no liability shall attach to the Parties by reason of entering into this Agreement except as expressly provided herein.
- VIII. Modifications: This Agreement may be changed, modified, amended or waived only by written agreement executed by the Parties. Waiver or breach of any term or condition of this Agreement shall not be considered a waiver of any prior or subsequent breach.
- IX. Applicable Law: In the performance of this Agreement, it is mutually understood and agreed upon by the Parties hereto that this Agreement shall be governed by the laws of the State of Washington, both as to interpretation and performance, and the venue of any action arising herefrom shall be in the Superior Court of the State of Washington in and for Thurston County.
- X. Severability: In the event any term or condition of this Agreement or application thereof to any person or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications of this Agreement that can be given effect without the invalid term, condition, or application. To this end the terms and conditions of this Agreement are declared severable.

XI. Entire Agreement: This Agreement contains all the terms and conditions agreed upon by the Parties.

IN WITNESS WHEREOF, the parties have executed this Contract.

State of Washington
Department of Ecology

Puget Sound Clean Air Agency



Printed Name

Dennis J. McLerran
Printed Name

Date

12/5/08
Date

APPROVED AS TO FORM ONLY:
ATTORNEY GENERAL'S OFFICE