

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and **Spokane Regional Clean Air Agency**, (hereinafter referred to as "Spokane"), (3104 E. Augusta Avenue; Spokane, WA 99207).

WHEREAS, the Agency has partnered with the Washington subgroup of the Northwest Air Quality Communicators Group (a consortium of communicators from air quality agencies in Washington, Oregon, Idaho and British Columbia) to design, develop and launch a comprehensive education and outreach program focused on reducing wood smoke pollution in Washington state; and

WHEREAS, wood smoke is a key concern in the Tacoma-Pierce County PM_{2.5} nonattainment area, where the Washington subgroup will implement a pilot campaign before finalizing a state program; and

WHEREAS, the Spokane Regional Clean Air Agency is serving as project manager for the state effort; and

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with Spokane Regional Clean Air Agency to reimburse Spokane for expenses incurred to hire a contractor to help design, develop and launch a comprehensive education and outreach campaign focused on reducing wood smoke pollution in Washington state; and

WHEREAS, the parties enter into this Agreement pursuant to RCW 39.34 et. seq.;

NOW, THEREFORE, the Agency and Spokane mutually agree as follows:

1. **Purpose and Scope of this Agreement.**

The primary purpose of this project is to design, develop and launch a comprehensive education and outreach program focused on reducing wood smoke pollution in Washington State. Spokane is serving as the project manager on behalf of the Washington subgroup of the Northwest Air Quality Communicators Group, a consortium of communicators from air quality agencies in Washington, Oregon, Idaho and British Columbia. The Washington subgroup, which includes the Agency, has contracted through competitive process with communications consulting firm Frause to develop and implement an education and outreach campaign to inform and motivate a behavior change in difficult-to-reach audiences who heat their homes with wood.

Spokane is serving as project manager for this project which has been established through an Interagency Agreement between the Washington State Department of Ecology (Ecology) and Spokane. Additionally, Spokane is project manager for the contract with consultant Frause.

The Agency is providing funding to supplement funding to be provided by Ecology and other clean air agencies to support the development and implementation of a pilot campaign in Pierce County in fall 2010 and winter 2011.

A. Duties of Agency

- a. Participation on Washington subgroup, providing input and guidance on project.
- b. Payment of invoices that meet the requirements of section 3 herein within 30 days of receipt.

B. Duties of Spokane

- a. Manage contract with consultant Frause. The contract is attached and incorporated herein to this agreement as Attachment A.
- b. Provide Agency project manager with regular updates on status of project.
- c. Submit invoices to Agency on a monthly basis.

2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$70,000. The funding for this contract is provided by the Civil Penalty Fund and is part of the Agency Education & Outreach work plan, Task Code 242, for Fiscal Year 2011.

To obtain payment, Spokane shall submit invoices monthly and at end of the project to the Agency. Submitted invoices shall not exceed \$70,000 in total and shall include copies of consultant's invoices showing time and material information, and proof of Spokane's payment of consultant. Consultant charges should be broken down by the hour showing task and/or subtask performed, name of the person who performed the work, cost per hour and specific number of hours spent within a given billing period (monthly).

Spokane shall submit invoices to the Agency's Manager of Finance and Purchasing and shall be paid within thirty (30) days after review and approval by the Project Manager. The final invoice must be submitted no later than ten (10) working days after the termination date of the project.

3. **Term.** The effective date of this Agreement is October 1, 2010. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Agency. Any costs incurred prior to the effective date of this contract will be at the sole expense and risk of Spokane. The termination date of this Agreement is June 30, 2011.

4. **Communications.** The following persons shall be the contact person for all communications regarding the performance of this Agreement.

Spokane	Agency
Lisa Woodard	Project Manager: Amy Warren
Spokane Regional Clean Air Agency	Puget Sound Clean Air Agency
3104 E. Augusta Avenue Spokane, WA 99207	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (509) 477-4727, ext. # 115	Phone: (206) 689-4092
Fax: (509) 477-6828	Fax: (206) 343-7522
E-mail address: LWoodard@spokanecleanair.org	E-mail address: AmyW@pscleanair.org

5. **Changes.** The parties may, from time to time, require changes in the scope of services performed under this Agreement. The parties shall mutually agree to the changes by written amendment to the Agreement.

6. **Early Termination.** Either party may terminate this Agreement at any time with or without cause by giving a thirty day (30) written notice of such termination and by specifying the effective date of the termination; provided that the termination shall be preceded by a face-to-face meeting between Spokane and the Agency. Upon termination of this Agreement, the Agency, in addition to any other rights provided in this Agreement, may require Spokane to deliver to the Agency any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

7. **Subcontracting.** Neither party, nor any subcontractor of either party, shall enter into subcontracts for any of the duties identified in Section 1 under this Agreement without obtaining prior written approval of the Agency. In no event shall the existence of any subcontract operate to release or reduce the liability of Spokane to the Agency for any breach in the performance of Spokane's duties.

8. **Assignment.** The work 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.

9. **Indemnification.** Each party to this agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

10. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

THIS Agreement is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

PUGET SOUND CLEAN AIR AGENCY

SPOKANE REGIONAL CLEAN AIR AGENCY

By: 
Paul Roberts
Board of Directors, Chair

By: 
Bill Dameworth
Director

Date: 12.15.10

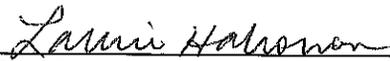
Date: 11-30-10

Attest:

By: 
Craig T. Kenworthy
Executive Director

Date: 12-9-10

Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal

Date: 12/7/10

ATTACHMENT A

AMENDMENT # 1, October 26, 2010
PROFESSIONAL SERVICES CONTRACT FOR
STATEWIDE WOOD SMOKE CAMPAIGN

1. CONTRACT

This agreement is made between the Spokane Regional Clean Air Agency as “Spokane Clean Air” whose address is 3104 E. Augusta Ave., Spokane, WA 99207, and Frause as “Contractor” whose address is 1411 Fourth Avenue, Suite 1210, Seattle, WA. The contract shall become effective on the date fully executed and shall remain in full force and effect no later than May 31, 2011.

2. PERFORMANCE/SCOPE OF WORK/COMPENSATION

In consideration of these mutual terms and conditions, the Parties covenant and agree as follows: The Contractor agrees to:

Under the direct oversight of Spokane Clean Air acting as Project Manager on behalf of a statewide subcommittee, the Contractor will perform all work, furnish all labor, necessary supplies, supervision, organization and other terms of work and cost necessary for the proper execution of the services/criteria as described in the “Request for Qualifications/Proposals for Professional Marketing, Public Relations Services” and summarized below.

Task I: Compile existing research regarding wood-burning behaviors and conduct additional statewide research that informs the subcommittee on how to better identify, reach, engage and motivate hard-to-reach audiences. These audiences might include persons for whom English is a second language, those with a cultural history of heating their homes with wood, and those whose limited income prevents them from opting for cleaner heating choices.

Task II: Complete research analysis and produce a final report no later than ~~March 4~~ June 30, 2010. Provide three bound copies of the report, a copy on disk, and a data file.

Task III: Determine a creative strategy and prepare a creative brief for an education and outreach campaign based on (but not limited to) both previously completed and newly developed research findings. This creative brief must be completed by ~~March 15~~, August 2, 2010.

Task IV: ~~Prepare a budget estimate for production of the education and outreach campaign elements and any recommended purchase of the advertising media approved by the Project Manager. This budget estimate must be completed by April 1, 2010.~~

Task IV: Prepare a draft education and outreach campaign to implement the strategy by October 1, 2010, that includes recommended messages; draft creative concepts, identify community outreach, advertising media and other potential partners. Include a budget estimate for production of the education and outreach campaign elements and any recommended purchase of advertising. Draft campaign strategy and concepts, advertising recommendations and budget estimates must be completed by September 30, 2010. Before production and implementation of the draft campaign would proceed, the Project Manager, on behalf of the Washington campaign subgroup, must approve the campaign and funds must be budgeted and approved. The consortium will own the campaign, as prepared by the Contractor and approved by the Project Manager.

Task VI: Implement pilot campaign. Pilot campaign must be completed by March 30, 2011.

Task VII: Prepare and conduct a pilot program evaluation, and provide a written report of the results at the conclusion of the campaign. This report must be completed by March 31 April 30, 2011.

3. COMPENSATION AND METHOD OF PAYMENT. For the work under this Agreement, Washington State Department of Ecology, through Spokane Clean Air as Project Manager, shall compensate the Contractor for work completed, not to exceed ~~\$196,000.00~~ \$272,000. Spokane Clean Air's only obligation to pay shall be as Project Manager for funds received from the Washington State Department of Ecology not to exceed the amount of \$196,000, and funds received from local clean air agencies not to exceed \$76,000. Modifications to the contract scope, time, and budget may be made with the agreement of both parties.

Contractor shall submit an original invoice monthly for work performed. The invoice(s) shall not modify or otherwise alter the terms of this agreement. The invoice should include detail as to the type of work performed, hours billed to perform the work and the appropriate hourly rate(s) for the work performed based on the hourly rates provided in the Contractor's Proposal. Payment shall be made through Spokane Clean Air's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

4. DURATION. This contract shall begin upon signature by all parties and run through the duration of the project or May 31, 2011, whichever is earlier.
5. ASSIGNMENT. This Contract is for personal services, and accordingly, the Contractor may not assign or transfer, in whole or part, its interest in this contract without the express written consent of Spokane Clean Air.
6. 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 the Washington State Department of 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

7. INDEMNIFICATION AND HOLD HARMLESS. In performing work and services hereunder, the Contractor, its employees and agents, and representatives, shall be acting as an independent contractor, and shall not be deemed or construed to be employees or agents of Spokane Clean Air in any manner whatsoever. The Contractor shall not hold himself, nor claim to be, an officer or employee of Spokane Clean Air, and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of Spokane Clean Air. The Contractor shall be solely responsible for any claims for wages or compensation by the Contractor's employees, agents, and representatives, and shall save and hold Spokane Clean Air harmless there from.

To the maximum extent permitted by law, the Contractor shall indemnify and hold harmless Spokane Clean Air and all officers, employees, and agents from and against all claims, demands, suits, and liability of any kind, including injuries to persons or damages to property, which arise out of or are due to any acts, errors, or omissions of the Contractors, or the Contractor's employees, agents, and representatives in performing work and services under this Agreement. In the event that any claims, demands, suits, actions, and lawsuits arise out of any of the aforesaid acts, errors, or omissions, the Contractor shall assume all costs of defending such claims, suits, actions, or lawsuits, including legal fees incurred by Spokane Clean Air and all judgments that may be obtained against Spokane Clean Air or any of its officers, employees, or agents in such suits. Further, the Contractor waives immunity under the Industrial Insurance Act and assumes all liability for actions brought by his employees against Spokane Clean Air for injuries in the performance of this Agreement. This provision has been negotiated by the parties.

8. MERGER. This amended agreement and the Proposal submitted by Frause on or about November 2, 2009, constitutes the entire agreement of the Parties. There are no other present agreements, oral or written, which would modify or affect this agreement. The agreement may not be amended except in writing and signed by all Parties. In the event of a conflict in terms between this Agreement and the Proposal, the Agreement shall prevail.
9. TERMINATION. The parties reserve the right to terminate this Contract for any reason upon thirty (30) days written notice. In the event of termination through no fault of the Contractor, Spokane Clean Air agrees to pay the Contractor for all services performed to the date of termination as set forth hereinabove, and documentation by the Contractor that such services have been performed to the date of termination and acceptance of said documentation by Spokane Clean Air.
10. JURISDICTION LAWS – VENUE. This agreement shall be governed by the laws of the state of Washington, and any action to enforce the agreement shall be brought in Spokane

County Superior Court, in Spokane County, WA. In the event of litigation arising out of this Agreement, the substantially prevailing party shall be entitled to an award of reasonable attorney's fees and costs.

11. NONDISCRIMINATION. No individual shall be excluded from participation in, denied the benefit of, subject to discrimination under, or denied employment in the administration of or in connection with this contract because of race, color, creed, marital status, familial status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veterans status, age, or disability. All parties shall comply with all applicable federal, state, and local nondiscrimination laws, regulations and policies.

12. CONTACT PERSONS. The parties designate the following persons to act as their representatives for contract administration:

Contractor: Erika Schmidt, President/COO
Frause
1411 Fourth Ave., Suite 1210
Seattle, WA 98101
(206) 352-6402

Spokane Clean Air: Lisa Woodard, Public Information Officer
Spokane Regional Clean Air Agency
3104 E. Augusta Avenue
Spokane, WA 99207
(509) 477-4727, ext # 115

Signed/dated _____ Bill Dameworth, Director
Spokane Regional Clean Air Agency

Signed/dated _____ Erika Schmidt, President, COO
Frause