

AGREEMENT

This 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 **Pierce County**, (hereinafter referred to as "Pierce County" or the "County"), 2401 South 35th Street, Tacoma, WA 98409.

WHEREAS, the US EPA has designated a portion of Pierce County, including Tacoma, as not attaining the health-based fine particulate ambient air quality standard; and

WHEREAS, the Board of Directors of the Agency deems it desirable to enter into an Agreement with Pierce County for the purposes of community outreach and engagement in the Tacoma-Pierce County fine particulate nonattainment area; and

WHEREAS, the Agency will be initiating community outreach in the fine particulate nonattainment area in Tacoma and Pierce County to raise awareness of the health effects of fine particulate in wood smoke and to allow a pathway for affected stakeholders to have a voice in the solution to the problem; and

WHEREAS, the Agency will need additional support to perform effective community outreach; and

WHEREAS, Pierce County has local connections within the nonattainment area and is uniquely positioned to assist with the community outreach; and

WHEREAS, the Agency desires to enter into an Agreement with Pierce County to provide staff time for the community outreach support; and

NOW, THEREFORE, the Agency and Pierce County mutually agree as follows:

1. **Purpose and Scope of this Agreement.** The purpose of this Agreement is to describe the responsibilities of the Agency and Pierce County for assistance with public outreach and engagement.

In December of 2009, U.S. EPA designated a significant portion of Tacoma and other parts of Pierce County as nonattainment for the 24-hour, health-based fine particulate standard. During 2011 and 2012, the Agency will be assisting the Department of Ecology in developing a strategy to return the area to attainment. The Agency's assistance will encompass several areas including technical analysis of the monitoring data to determine causes of the problem, a stakeholder process to identify and evaluate strategies for reducing emissions, and public outreach to increase awareness and help change behaviors.

Given its connections, positioning, and knowledge of the local community, the Partners agree that Pierce County will assist and help guide public outreach and engagement. The work envisioned to be covered by this Agreement will take place in fiscal year 2012.

A. Duties of the Agency

1. Lead, coordinate, and implement a health awareness campaign relating to wood smoke.
2. Lead, coordinate, and implement public education activities to increase awareness and change behavior in order to reduce wood smoke emissions from home heating devices.
3. Provide direction on messaging and types of outreach activities.
4. Provide or approve all outreach materials, for example brochures, fact sheets, talking points, presentations.
5. Provide translation of materials or translators when needed for outreach presentations.
6. Host the fine particulate nonattainment web site.
7. Ensure Pierce County outreach personnel are kept up-to-date with activities of outreach team and stakeholder process to allow current and consistent messaging.
8. Reimburse Pierce County up to \$50,000 in FY12, in accordance with Section 2 "Compensation" for performing the duties described in Section 1.B, below.

B. Duties of Pierce County

1. Assist the Agency by identifying forums and events for outreach.
2. Assist the Agency by presenting the "clean air message" at a variety of forums, including but not limited to: business chambers, city managers, regional planners, suburban cities meetings, neighborhood group meetings, other community forums, etc.
3. Attend no fewer than 4 events per month.
4. Assist the Agency by providing feedback about the communities in the nonattainment area and outreach strategies to achieve effective messaging.
5. Develop relationships with community leaders and assist them in furthering the "clean air message" in their communities.
6. Assist the Agency by communicating objectives, timelines, and process for the stakeholder meetings and state implementation plan development.
7. Research and recommend grant and other funding opportunities to support future outreach and emission reductions in the nonattainment area.

8. The Pierce County project manager will participate in bi-weekly phone calls with the Agency project manager and/or the Agency's nonattainment team to update and inform on interactions and information gathered, and stay abreast of other developments on the topic.
9. Provide quarterly invoices and reports to the Agency detailing outreach information, staff hours, and administrative costs. Quarterly reports shall be submitted to the Agency Project Manager by e-mail and shall include relevant information such as number of events and contacts made in reporting timeframe, summaries of key findings, key contact information for potential further outreach, and other information as deemed necessary by the Agency project manager.

2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$50,000. The funding for this Agreement is provided by the Civil Penalties Fund and is part of the Agency Fine Particulate/Nonattainment work plan for Fiscal Year 2012.

To obtain payment, Pierce County shall submit invoices quarterly to the Agency. Charges should be broken down by the hours worked, name of the person who performed the work, cost per hour, and specific number of hours spent within a given billing period.

Pierce County shall submit invoices to the Agency's Manager of Finance and Purchasing and upon satisfactory performance shall be paid within thirty (30) days after review and approval by the Agency project manager. The final invoice must be submitted no later than ten (10) working days after the termination date of June 30, 2012.

The Agency shall pay reimbursement for actual travel and other expenses as identified in this paragraph or as authorized in advance by the Agency Project Manager as reimbursable. The total amount to be paid for authorized expenses shall not exceed \$2,000, which is included in the total amount to be paid pursuant to this Agreement, identified in this section as \$50,000. Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Pierce County shall receive reimbursement for actual travel expenses at the current state travel reimbursement rates. To receive reimbursement, Pierce County must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

3. **Term.** The effective date of this Agreement is September 1, 2011. 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 Agreement will be at the sole expense and risk of Pierce County. The termination date of this Agreement is June 30, 2012.

4. **Communications.** The following project managers shall be the contacts for all communications regarding the performance of this Agreement.

Pierce County	Agency
Project Manager: Kimberly Freeman	Project Manager: Amy Warren
Pierce County	Puget Sound Clean Air Agency
2401 South 35 th Street Tacoma, WA 98409	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253) 798-2784	Phone: (206) 689-4092
Fax: (253) 798-3680	Fax: (206) 343-7522
E-mail: Kfreema@co.pierce.wa.us	E-mail: amyw@pscleanair.org

5. **Changes.** The parties may, from time to time, require changes in the scope of services performed under this Agreement or the terms to 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 (30) day 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 Pierce County and the Agency. Upon termination of this Agreement, the Agency, in addition to any other rights provided in this Agreement, may require Pierce County 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.** The County shall not enter into subcontracts for any of the services or work contemplated 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 the County to the Agency for any breach in the performance of the County'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.

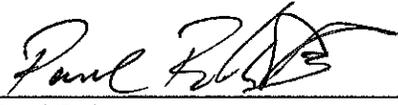
10. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations, and standards necessary for the performance of this Agreement.

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

**PUGET SOUND
CLEAN AIR AGENCY**

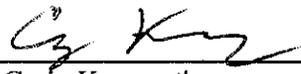
PIERCE COUNTY

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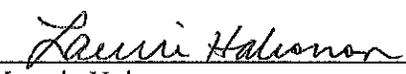
By: 
Paul Roberts
Board of Directors, Chair
Date: 10/24/2011

By: _____
Name
Title
Date: _____

Attest:

By: 
Craig Kenworthy
Executive Director
Date: 10/20/2011

Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal
Date: 10/19/11

**PIERCE COUNTY
CONTRACT SIGNATURE PAGE**

Contract # 79483

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 20_____.

PIERCE COUNTY:

Approved as to legal form only:

By M. Peter Phibbey 09/27/11
Deputy Prosecuting Attorney Date

Recommended:

By [Signature] 10/7/11
Budget & Finance Date

Approved:

By [Signature] 9/22/11
Department Director Date
(less than \$250,000)

By _____
Pierce County Executive Date
(\$250,000 or more)