

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 **Northwest Clean Air Agency**, (hereinafter referred to as the "**Northwest Clean Air Agency**"), 1600 South Second Street Mount Vernon, WA 98273-5202.

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with **Northwest Clean Air Agency** for the purposes of staff coordination to provide air monitoring services to the Northwest Clean Air Agency: and

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

NOW, THEREFORE, the Agency and **Northwest Clean Air Agency** mutually agree as follows:

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

The purpose of this Agreement is for the Agency to provide Air Monitoring Services to the Northwest Clean Air Agency for the mutual benefit of both the Agency and the Northwest Clean Air Agency.

A. **Duties of Agency**

- i.) The Agency will operate and maintain equipment at two Anacortes air monitoring sites: South Texaco Site (GB) and the Anacortes O Avenue Site (GE) (hereinafter "two sites"). Operating and maintaining equipment for purposes of this Agreement means that the Agency will perform all quality control, preventative maintenance and corrective maintenance necessary for data to be logged by the site dataloggers.
- ii.) EPA has defined the terms "data verification" and "data validation" and those definitions shall be used for purposes of this Agreement. "The term "data verification" means the process of evaluating the completeness, correctness, and conformance/compliance of a specific data set against the method, procedural, or contractual requirements." *See* EPA QA G-8 GUIDANCE ON ENVIRONMENTAL DATA VERIFICATION AND DATA VALIDATION. The term "data validation" means the routine process designed to ensure that reported values meet the quality goals of the environmental data operations. Data validation is further defined as examination and provision of objective evidence that the particular requirements for a specific *intended use* are fulfilled. *Id.* Pursuant to this Agreement,

the Agency will perform “data verification” at the two sites, but will not perform “data validation” at the two sites.

- iii.) The Agency will perform its duties at the two sites by following the Ecology Standard Operating Procedures (SOP’s) on all equipment.
 - a) The Agency will aim to produce data that meets the data completeness criteria of at least 75% for all parameters maintained at the two sites. Nephelometer light scattering, Nephelometer PM2.5, and Sulfur Dioxide are maintained at the South Texaco Site (GB). TEOM FEM PM2.5, Ozone, and Sulfur Dioxide are maintained at the Anacortes O Avenue Site (GE). If there is a parameter that does not meet the data completeness criteria, the Agency will document specific reasons for the deficiency and submit this document to the Northwest Clean Air Agency in writing no later than 30 days after the end of the quarter, unless other arrangements are made by the two parties.
 - b) The Agency shall complete quality control check documentation on each parameter outlined above in paragraph 1(A)(iii)(a) according to the schedule outlined in the applicable SOP. These documents shall be forwarded via email by the Agency to the Project Manager at the Northwest Clean Air Agency. All documents will be emailed within 5 business days of completion, unless other arrangements are made by the two parties.
- iv.) Consistent with paragraph 3 below, the Agency will provide quarterly invoices with itemized actual costs to the Northwest Clean Air Agency.

B. Duties of Northwest Clean Air Agency

- i.) The Northwest Clean Air Agency shall maintain all of the following for the two sites: all necessary approvals, permits and/or leases; appropriate insurance; and appropriate security measures. The Agency is not responsible for any of the items listed in this paragraph.
- ii.) The Northwest Clean Air Agency shall arrange for access to the two sites for the Agency staff assigned to perform services under this Agreement.
- iii.) The Northwest Clean Air Agency shall promptly inform the Agency Project Manager if at any time, changes occur to: the two sites; conditions regarding the two sites; or monitoring parameters at the two sites.
- iv.) The Northwest Clean Air Agency shall be responsible for coordinating with the Washington Department of Ecology regarding Quality Assurance or Data Validation if determined necessary by Northwest Clean Air Agency.

v.) Consistent with paragraph 3 below, the Northwest Clean Air Agency shall pay the Agency for all services performed pursuant to paragraph 1(A).

2. Additional Grant-related Requirements.

Prior to work commencing by the Agency, the Northwest Clean Air Agency shall inform the Agency in writing if any of funding source(s) used to pay for services under this Agreement are or will be from grants received by the Northwest Clean Air Agency. If at any time, grant monies are used, or are expected to be used, to pay for services under this Agreement, the Northwest Clean Air Agency shall identify the applicable funding by grant number and date and identify any grant requirements in writing to the Agency.

3. Compensation.

The total amount paid by the Northwest Clean Air Agency for satisfactory performance of the work under this Agreement shall not exceed the costs incurred by the Agency in performing all services (including indirect expenses) using the rates below, or \$11,827.08 per quarter, whichever is lower.

A. Budget

- i.) Personnel Charges – The parties agree that satisfying the technical requirements outlined in the equipment standard operating procedures will require approximately .25 recurring full-time equivalent staff (FTE) on the part of the Agency. Agency Air Monitoring Team Staff are Grade IV personnel, and the effective hourly rate is \$99 per hour, including indirect expenses. The Air Monitoring Lead is Grade VI personnel, and the effective hourly rate is \$139 per hour. Data verification is expected to require approximately 15 minutes per day, which is expected to amount to 15.50 recordable hours per quarter. Quality control and preventative maintenance are expected to require between 7 and 12 trips per quarter plus mileage charges. Each trip is expected to require 7.75 hours (which includes driving time to the sites in Anacortes, time to conduct standard procedures, and time to log activities). This activity is expected to amount to between 54.25 and 93 hours per quarter. The Agency will invoice the Northwest Clean Air Agency on the basis of the actual time spent to perform services under this Agreement.
- ii.) Vehicle Mileage – Round trip mileage is estimated at 163 miles from Agency headquarters to both Anacortes monitoring sites and back. Between 7 and 12 trips per quarter are expected to be necessary to satisfy the technical requirements outlined in the applicable SOPs. Using the current federal mileage reimbursement rate, maximum mileage is estimated to cost \$1,085.58 per quarter. The Agency

will invoice the Northwest Clean Air Agency on the basis of the actual mileage driven to perform services under this Agreement.

- iii.) Efficiency – The parties agree that efficiency will be gained when possible by combining activities of the Agency personnel. For example, if the Agency staff assigned to the Anacortes work is also assigned to work in Marysville, the Agency staff could start work under this Agreement starting from Marysville. The result may be that the Agency charges less time and mileage for that particular monitoring route.

B. Maximum budget:

The following calculation was used to determine the estimated maximum budgets stated above in paragraph 3A. Each item below does not create a maximum budget for the specific item.

- i.) Data verification: \$1,534.50 per quarter (15.50 hours/qtr. multiplied by \$99/hr.)
- ii.) Maximum quality control & preventive maintenance: \$9,207.00 per quarter (93 hours/qtr. multiplied by \$99/hr.)
- iii.) Maximum mileage: \$1,085.58 per quarter (163 mi * 12 trips * \$.555/mi)

Using Maximum Personnel Charges and Vehicle Mileage, the maximum total quarterly budget for this Agreement is \$11,827.08 per quarter. The Agency shall not invoice for amounts greater than the maximum total quarterly budget in any given quarter, unless other arrangements are made by the two parties.

C. Invoice

To obtain payment, the Agency shall submit invoices quarterly using itemized hourly rates as described in paragraphs 3(A)-(B) to the Northwest Clean Air Agency. Submitted invoices should show actual hours spent working on the project. Vehicle charges should be broken down by actual vehicle miles driven, and the current Federal vehicle mileage reimbursement rate. Personnel charges should be broken down by the date, hours performed, name of the person who performed the work, and the effective hourly rate (\$99/hour). The Agency shall submit invoices to the Northwest Clean Air Agency's Manager of Finance and Purchasing and Northwest Clean Air Agency shall pay within thirty (30) days after invoice receipt.

- 4. **Term.** The effective date of this Agreement is August 1, 2012. 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 the Agency. The termination date of this Agreement is October 31, 2012.

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

Northwest Clean Air Agency	Puget Sound Clean Air Agency
Project Manager: Mark Buford	Project Manager: Matt Harper
1600 South Second Street, Mount Vernon, WA 98273-5202	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 360-428-1617 X207	Phone: 206-689-4009 / 425-422-5440 (cell)
E-mail address: mark@nwcleanair.org	E-mail address: matth@pscleanair.org

6. **Changes.** The parties may, from time to time, require changes in this Agreement. The parties shall mutually agree to the changes by written amendment to the Agreement.
7. **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.
8. **Subcontracting.** Neither party, nor any subcontractor of either party, shall enter into subcontracts for any of the services or work contemplated under this Agreement.
9. **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.
10. **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.
11. **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

NORTHWEST CLEAN AIR
AGENCY

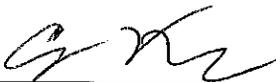
By: 
Paul Roberts
Board of Directors, Chair

By: 
Mark ~~Buford~~ Asmundson

Date: 8/8/2012

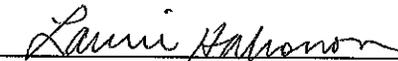
Date: 7/31/12

Attest:

By: 
Craig Kenworthy
Executive Director

Date: 8/2/12

Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal

Date: 8/1/12



Puget Sound Clean Air Agency
1904 3rd Ave., Ste 105
Seattle, WA 98101

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

MARK ASMUNDSON, Executive Director
Typed Name & Title of Authorized Representative

Mark Asmundson
Signature of Authorized Representative

7/31/12
Date

I am unable to certify to the above statements. My explanation is attached

The

...

...