

**INTERLOCAL AGREEMENT FOR COOPERATIVE ODOR
COMPLAINT INVESTIGATIONS**

THIS INTERLOCAL AGREEMENT FOR COOPERATIVE ODOR COMPLAINT INVESTIGATIONS is made and entered into this 13th day of November, 2012, by and between the **City of Lake Stevens** [hereinafter "Lake Stevens"], a municipal corporation, and the **Puget Sound Clean Air Agency** [hereinafter "PSCAA"], a multicounty public agency and municipal corporation.

RECITALS:

A. The PSCAA is a multicounty air pollution control agency organized and activated in accordance with Chapter 70.94, RCW. Lake Stevens is located within the boundaries and the jurisdiction of the PSCAA.

B. The purpose and the public policy of the PSCAA is to secure and maintain such levels of air quality as will protect human health and safety, to prevent injury to plant and animal life and property, and to foster the comfort and convenience of the area's inhabitants.

C. Pursuant to the authority of RCW 70.94.141, the PSCAA has previously adopted Regulation 1 to control the emission of air contaminants from all sources within the agency's jurisdiction, to provide for the uniform administration and enforcement of said Regulation, and to carry out the requirements and purposes of the Washington Clean Air Act and the Federal Clean Air Act.

D. Section 9.11 of said Regulation 1 states, in part, as follows:

(b) With respect to odor, the Agency may take enforcement action under this section if the Control Officer or a duly authorized representative has documented all of the following:

(1) The detection by the Control Officer or a duly authorized representative of an odor at a level 2 or greater, according to the following odor scale:

level 0 - no odor detected;

level 1 - odor barely detected;

level 2 - odor is distinct and definite, any unpleasant characteristics recognizable;

level 3 - odor is objectionable enough or strong enough to cause attempts at avoidance; and

level 4 - odor is so strong that a person does not want to remain present.

- (2) An affidavit from a person making a complaint that demonstrates that they have experienced air contaminant emissions in sufficient quantities and of such characteristics and duration so as to unreasonably interfere with their enjoyment of life and property; and
- (3) The source of the odor.

E. Lake Stevens and the PSCAA have determined that their mutual goal of ensuring clean air for Lake Stevens' citizens would be more efficiently attained if some of the odor complaint investigations described in Regulation 1, Section 9.11 (b) could be conducted by Lake Stevens within its jurisdiction, on behalf of the PSCAA.

F. Lake Stevens and the PSCAA are desirous of entering into an agreement to memorialize the terms and conditions under which Lake Stevens may conduct said odor complaint investigations on behalf of the PSCAA. In compliance with and under the authority of Chapter 39.34, RCW, the purpose of this Agreement is to specify said terms and conditions.

Now, therefore, in consideration of the mutual promises made herein, it is hereby agreed as follows by the parties:

1. Odor Complaint Investigations. The PSCAA hereby authorizes Lake Stevens, on a non-exclusive basis and on behalf of the PSCAA, to conduct the odor complaint investigation activities detailed in Regulation 1, Section 9.11(b) of the PSCAA, including but not limited to:

1.1 Quantifying the odor complained of according to the following scale, on a written form furnished by the PSCAA:

- level 0 - no odor detected;
- level 1 - odor barely detected;
- level 2 - odor is distinct and definite, any unpleasant characteristics recognizable;
- level 3 - odor is objectionable enough or strong enough to cause attempts at avoidance; and
- level 4 - odor is so strong that a person does not want to remain present.

1.2 Interviewing the complainant(s) and obtaining from him/her/them a signed affidavit or other formal statement which describes the odor, where the emission is coming from, who the complainant believes is responsible for causing or allowing the odor, and any distress or ill effects caused by the odor. Said affidavit or statement shall be completed on a form furnished by the PSCAA.

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1.3 Determining and documenting the source of the odor, to the best of Lake Stevens's knowledge.

1.4 Prior to any investigation conducted by Lake Stevens, PSCAA shall provide all necessary training to Lake Stevens' personnel who are tasked with conducting such investigations.

2. Submittal to PSCAA. With respect to each individual complaint, at such time as Lake Stevens has completed the investigation activities described in Section 1 above, Lake Stevens shall submit to the PSCAA any written documentation pertaining to said complaint. In its sole discretion, the PSCAA shall then determine whether or not to initiate any enforcement action.

3. Other Remedies. Nothing in this Agreement shall be construed to impair any cause of action or legal remedy which Lake Stevens may have for injury or damages arising from the emission of any odor in such place, manner or concentration as to constitute air pollution or a nuisance.

4. Agency Authority. Except as otherwise provided herein, neither party shall have agency authority to act for or bind the other party in any matter.

5. Responsible Official. The Lake Stevens official responsible for conducting the odor complaint investigation shall be the City Administrator or her duly authorized representative. For purposes of Regulation 1, Section 9.11(b), said official shall be the "duly authorized representative" of the PSCAA referenced therein.

6. Financing. The cost of conducting the odor complaint investigations performed by Lake Stevens described in Section 1 above shall be borne exclusively by Lake Stevens. The cost of any enforcement action taken as a result of the investigation shall be borne exclusively by the PSCAA.

7. Administrator. The administrator of this Agreement shall be Mario Pedroza, PSCAA Supervising Inspector, and he shall be responsible for administering the cooperative undertaking described herein.

8. Duration and Termination. This Agreement shall continue in full force and effect until such time as either party gives the other party sixty (60) days' written notice of the former's intent to terminate this Agreement. Upon the termination of this Agreement, Lake Stevens shall submit to the PSCAA all written documentation secured with respect to all ongoing complaint investigation(s).

9. Notices. All notices and other communications hereunder shall be deemed to have been duly given if delivered or mailed, certified mail, with postage prepaid (a) if to Lake Stevens, to:

City Administrator
City of Lake Stevens
1812 Main Street
P.O. Box 257
Lake Stevens, WA 98258

or to such other person or place as Lake Stevens shall furnish to the PSCAA in writing, or (b) if to the PSCAA, to:

Mario Pedroza, Supervising Inspector
The Puget Sound Clean Air Agency
1904 Third Ave, Ste 105
Seattle, WA 98101

or to such other person or place as the PSCAA shall furnish to Lake Stevens in writing.

10. Severability. If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

11. Counterparts. This Agreement may be signed in two counterparts and, if so signed, shall be deemed one integrated Agreement.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, negotiations, representations or agreements, either verbal or written, between the parties hereto concerning the subject matter of this Agreement.

13. Amendment. This Agreement may not be modified or amended except by writing signed by both parties hereto.

14. Successors. This Agreement shall inure to the benefit of and be binding upon the parties, their respective successors and assigns, but no right or obligation arising hereunder may be assigned or transferred by any party without the prior written consent of the other party.

15. Governing Law. This Agreement shall be interpreted in accordance with the laws of the state of Washington.

16. Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the interpretation of this Agreement.

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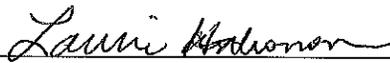
IN WITNESS WHEREOF the parties hereto have executed this Agreement on the date first above written.

**CITY OF LAKE STEVENS
AGENCY**

PUGET SOUND CLEAN AIR



By: Vern Little
Title: Mayor



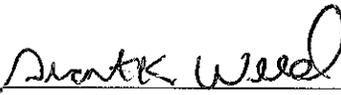
By: Laurie Halvorson
Title: Compliance and Legal Director

Date: 11/30/12

Date: 12/4/12

APPROVED AS TO FORM

APPROVED AS TO FORM



By: City Attorney



By: Jennifer Dold, PSCAA Attorney

Date: 11-27-12

Date: 12/4/12



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

Certification Regarding Debarment, Suspension and Other Responsibility Matters

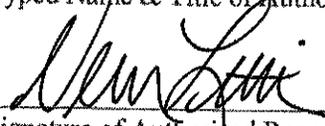
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

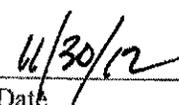
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against 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.

Vern Little, Mayor

Typed Name & Title of Authorized Representative


Signature of Authorized Representative


Date

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