

## INTERAGENCY AGREEMENT

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This Interagency Agreement ("Agreement") is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the state of Washington, and the **City of University Place**, (hereinafter referred to as "University Place"), 3715 Bridgeport Way West, University Place, WA 98466.

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**WHEREAS**, the United States Environmental Protection Agency has designated a portion of Pierce County, including the City of University Place, as not attaining the National Ambient Air Quality Standard for fine particulate; and

**WHEREAS**, the Agency is assisting the Washington State Department of Ecology in developing a strategy to return the Tacoma-Pierce County non-attainment area to attainment and the Agency's assistance has included a stakeholder process to identify and evaluate strategies for reducing emissions, implementing recommendations from the stakeholder process, and conducting public outreach to increase awareness and help change behaviors; and

**WHEREAS**, in December 2011, the stakeholders' recommendations were finalized in a report to the Agency and adopted by the Agency's Board of Directors in February 2012 by Resolution No. 1238, and such recommendations include the use of additional field inspectors and evening enforcement during first and second stage burn bans to minimize the increase in ambient concentrations of fine particulate due to solid fuel burning during meteorological conditions conducive to high fine particulate concentrations; and

**WHEREAS**, the Agency intends to increase enforcement consistent with the above to meet the National Ambient Air Quality Standard for fine particulate, and needs additional support to accomplish these goals; and

**WHEREAS**, University Place has personnel available within the nonattainment area during the winter season(s) and is well positioned to make observations in support of the Agency's enforcement of burn bans due to University Place's knowledge of the local community and familiarity with environmental inspections and enforcement; and

**WHEREAS**, the parties enter into this Agreement pursuant to RCW 39.34 et. seq. to plan for burn ban enforcement and support as described herein;

**NOW, THEREFORE**, the Agency and University Place mutually agree as follows:

1. **Purpose and Scope of this Agreement.** The purpose of this Agreement is to outline the responsibilities of the Agency and University Place regarding University Place's observations during stage one and stage two burn bans.

### **Articles of the Agency**

The Agency shall:

1. In coordination with University Place, develop a Detailed Work Plan (hereinafter "Detailed Work Plan") to guide University Place staff during burn bans. The Detailed Work Plan will describe: burn ban training content and schedule(s) for assigned University Place staff; who at University Place is to be contacted when the Agency designates a stage one or stage two burn ban; burn ban observation procedures; procedures, including deadlines, for University Place to submit burn ban observation reports to the Agency; and any other details the Agency deems necessary to assure success of the burn ban observation events. The Agency shall provide University Place a draft of the Detailed Work Plan within 14 days of the date this Agreement is fully executed. The Agency shall provide University Place the final Detailed Work Plan within 30 days of the date this Agreement is fully executed. The final Detailed Work Plan will be agreed upon by the Agency and University Place.
2. Train University Place staff on conducting burn ban observations.
3. Provide or approve all outreach materials distributed during or in relation to burn ban observations.
4. As deemed necessary by the Agency, provide equipment for inspections, including camera kits for burn ban observations made at night. The Agency retains ownership of all equipment provided by the Agency to University Place under this Agreement. The Agency Project Manager will use a log sheet or other similar tracking system to ensure that the Agency can track any loaned equipment and that it is properly returned to the Agency.
5. In accordance with Section 2 "Compensation," reimburse University Place up to \$4,000 in Agency Fiscal Year 2014 for performing certain duties described in Section 1(B) below.
6. Closely monitor the contract amount against the invoiced amounts and ensure that University Place is not asked to perform burn ban patrol work beyond the budgeted amount.

**B. Duties of University Place**

University Place shall:

1. Provide the Agency Project Manager with the names and contact information for each University Place staff person assigned to perform burn ban observations and other duties as described in this Agreement within 14 days of the date this Agreement is fully executed.
2. Cooperate in creating the Detailed Work Plan as described in Section 1(A)(1) above, including in-person meetings with the Agency Project Manager as necessary to draft the Work Plan. University Place shall provide comments on the draft to the Agency Project Manager by e-mail within 21 days of the date this Agreement is fully executed.
3. Make all University Place staff assigned in Section 1(B)(1) available for all training(s) provided by the Agency regarding burn ban observations within 30 days of the date this Agreement is fully executed.
4. To the best of its ability, assure all assigned University Place staff are made available to make observations during stage one and stage two burn bans as directed by the Agency. The assigned University Place staff shall be available on short notice (within 24 hours).
5. Implement the final agreed upon Detailed Work Plan. This includes ensuring all University Place staff follow all Agency procedures and processes for burn ban observations as described in

the Detailed Work Plan, including but not limited to reporting of observations with proper documentation.

6. Give Agency equipment left in University Place's custody the same care provided similar property of its own. Agency equipment in University Place's custody shall remain in the possession of University Place for the time period specified by the Agency Project Manager. University Place shall use the Agency provided tracking system to keep an inventory of the camera kits used for burn ban observations made at night.
7. As directed by the Agency, distribute outreach materials provided by the Agency during or in relation to burn ban observations.
8. Assign University Place staff to participate in phone calls and in-person meetings with the Agency Project Manager and other Agency staff as needed and/or requested by the Agency.
9. Support enforcement proceedings for notices of violation and/or civil penalties issued by the Agency based on information provided by University Place staff, including but not limited to participating in any administrative appeals related to issued notices or penalties.
10. Consistent with Section 2, provide monthly invoices and reports to the Agency identifying: staff hours expended to the nearest quarter hour, including overtime; vehicle mileage (with actual miles driven); and administrative costs as described in Section 2 of this Agreement.
11. Provide cell phones and computer access for University Place staff at no charge to the Agency.
12. Provide vehicles for all work performed by University Place staff pursuant to this Agreement.
13. Return all equipment back to the Agency by the date specified by the Agency Project Manager.

2. **Compensation.**

A. The parties understand and acknowledge that the actual number of burn ban days that may be designated by the Agency is unpredictable and cannot be determined in advance. This Agreement does not guarantee any minimum or certain number of burn ban days or any amount of work for University Place personnel. The Agency shall only pay for work conducted by University Place related directly to burn ban observations conducted by University Place pursuant to this Agreement, and in addition, the Agency shall pay for staff time spent in training(s).

B. The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$4,000. The funding for this Agreement is provided by the Civil Penalty Fund and is part of the Agency Fine Particulate/Nonattainment work plan for Fiscal Year 2014. The Agency shall pay University Place at the hourly rates listed in Attachment A.

C. To obtain payment, University Place shall submit invoices monthly to the Agency. Submitted invoices shall include: percent of work shift dedicated to burn ban observations, staff hours expended to the nearest quarter hour, including overtime and vehicle mileage (with actual miles driven). University Place shall break down charges by the hours worked (to the nearest quarter hour) showing task and/or subtask performed; the name of the staff person who performed the work; the cost per hour including overtime rates; the number of actual miles driven; and the specific number of hours spent within a given billing period.

D. Submitted invoices may include indirect costs as described in this Agreement. Indirect costs include time spent on administrative tasks, such as billing and are calculated as a percentage of the

salaries and benefits invoiced and cannot be based on equipment. Indirect costs shall not exceed 25% of the salaries and benefits.

E. The Agency shall reimburse expenses as identified in this paragraph or as authorized in advance by the Agency Project Manager as reimbursable. Such expenses may include mileage for vehicles used directly for burn ban observations at the current Internal Revenue Service (IRS) standard mileage rate. To receive reimbursement, University Place must identify on the submitted invoices: a detailed breakdown of authorized expenses, identifying the nature of the expenses, and dates expenses were incurred.

F. University Place shall submit invoices to the Agency's Manager of Finance and Purchasing (Finance Manager, Puget Sound Clean Air Agency, 1904 Third Avenue, Suite 105, Seattle, WA 98101 – 206.689.4036) 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 this Agreement.

G. Funding for work to be conducted after June 30, 2014 is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by University Place, and University Place shall not proceed to perform any work under this Agreement after June 30, 2014 until so authorized by the Agency Project Manager.

3. **Term.** The effective date of this Agreement is the date it is fully executed. 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 University Place. The termination date of this Agreement is June 30, 2014.

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

<b>University Place</b>	<b>Agency</b>
Project Manager: David Swindale	Project Manager: Kim Cole
University Place	Puget Sound Clean Air Agency
3715 Bridgeport Way West, University Place, WA 98466	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253) 460-2519	Phone: (206) 689-4020
Fax: (253) 460-2541	Fax: (206) 343-7522
E-mail: DSwindale@cityofup.com	E-mail: kime@pscleanair.org

5. **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. Any future changes to Attachment A may be accomplished by mutual agreement of the parties through a written agreement or e mail communication.

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 University Place and the Agency. Upon termination of this Agreement, the Agency, in addition to any

other rights provided in this Agreement, may require University Place 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.** University Place 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 University Place to the Agency for any breach in the performance of University Place'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.

11. **University Place Employees Not An Employee of the Agency.** University Place and the Agency intend that an independent contractor relationship will be created under this Agreement. University Place employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. University Place will not hold himself/herself out as nor claim to be an officer or an employee of the Agency by reason hereof, nor will University Place make any claim of right, privilege or benefit which would accrue to an employee under the law.

12. **Payroll and Taxes.** University Place assumes full responsibility for the payment of all wages, payroll taxes, use, sales, income or other form of taxes, fees and licenses related to the actions of its employees or agents pursuant to this Agreement.

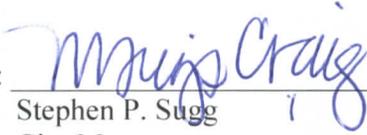
13. **Severability.** The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Agreement, or the validity of its application to other persons or circumstances.

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

**PUGET SOUND CLEAN AIR AGENCY**

**CITY OF UNIVERSITY PLACE**

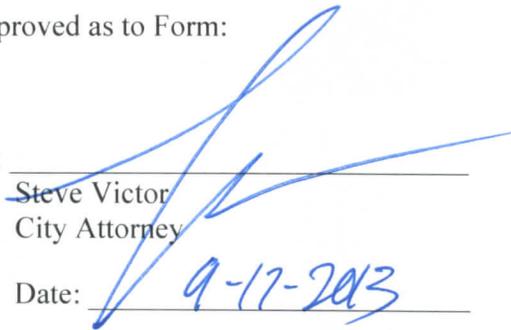
By:   
Paul Roberts  
Board of Directors, Chair  
Date: 9/26/13

By:  ASST CM  
Stephen P. Sugg  
City Manager  
Date: 9/18/13

Attest:

Approved as to Form:

By:   
Craig Kenworthy  
Executive Director  
Date: 9/26/13

By:   
Steve Victor  
City Attorney  
Date: 9-17-2013

Approved as to Form:

By:   
Jennifer Dold  
Attorney  
Date: 9/23/13