

## 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 laws of the State of Washington, and the **City of Tacoma** (hereinafter referred to as the “City”), 747 Market Street Tacoma, WA 98402.

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**WHEREAS**, the Agency established the Diesel Solutions program to reduce emissions from diesel engine exhaust by retrofitting and replacing existing diesel vehicles, vessels, and equipment used in public and private fleets; and

**WHEREAS**, the Washington State Department of Ecology awarded the Agency Grant No. G1300047 to administer an idle-reduction retrofit program to install idle-reduction technologies on diesel-fueled emergency response vehicles; and

**WHEREAS**, the City of Tacoma Fire Department operates diesel-fueled emergency response vehicles and desires to retrofit them for the purpose of idle reduction; and

**WHEREAS**, the Agency is providing the City a sub-award for the procurement and installation of idle-reduction equipment on vehicles operated by the City of Tacoma Fire Department; and

**WHEREAS**, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with the City for the purposes of reducing idling on emergency response equipment; and

**WHEREAS**, the City represents and warrants that it is available, experienced, and qualified to perform said services; and

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

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

1. **Purpose.** The Agency is administering Washington State Department of Ecology grant G-1300047 and its corresponding two amendments, G-1300047-1 and G-1300047-2, incorporated herein by reference as Attachment A, to fund idle-reduction equipment on emergency response vehicles. As part of Grant G-1300047 the Agency will provide a sub-award to reimburse the City for the purchase and installation of battery-operated idle-reduction equipment on fire engines operated by the City of Tacoma Fire Department. The list of fire engines eligible for idle-reduction equipment retrofits is incorporated herein by reference as Attachment B.

This Agreement details the roles and responsibilities of the City and the Agency and the process by which the City may receive reimbursement for the purchase and installation of the selected idle-reduction equipment as follows:

A. City’s Roles and Responsibilities:

- i. Verify vehicle list;
  - ii. Conduct a competitive procurement process for purchase and installation of equipment or for purchase of equipment only;
  - iii. Procure battery-operated idle-reduction equipment;
  - iv. Comply with reporting requirements;
  - v. Comply with sales, transfer and retirement requirements;
  - vi. Address warranty claims;
  - vii. Allow site visits; and
  - viii. Comply with Appendix A of Washington State Department of Ecology Grant G-1300047-0 (Attachment A).
- B. Agency's Roles and Responsibilities:
- i. Approve the Request for Proposals (RFP);
  - ii. Reimburse the City;
  - iii. Collect City reports and comply with Department of Ecology reporting requirements;
  - iv. Retain documents submitted under this agreement; and
  - v. Conduct site visits.
- C. Compensation—Reimbursement Requirements and Procedures applicable to this agreement.

**2. City's Roles and Responsibilities.** The City shall perform the following tasks:

- A. **Verify Vehicle List.** Within thirty (30) days of both parties signing this Agreement, the City shall review the fleet description spreadsheet in Attachment B and confirm by email to the Agency Project Manager which diesel fire engines on the list the City has selected to retrofit with battery-operated idle-reduction equipment.

The City may subsequently change the selection of fire engines to retrofit with idle-reduction equipment from the list in Attachment B with prior email approval from the Agency Project Manager.

Deliverable for 2.A:

The City shall submit an email to the Agency Project Manager that indicates which fire engines in Attachment B have been selected for retrofits. Deliverable Due: within 30 days of both parties signing this Agreement.

- B. **Conduct Competitive Procurement Process for Purchase and Installation of Equipment.**

- 1) The City shall use an open, competitive bid process to purchase the battery-operated idle-reduction equipment. The City shall work with the Agency to develop one or more requests for proposals (RFPs) that meets the requirements of the open competition for procurement provisions in Part 5, Special Terms and Conditions Competitive Procurement Process, of Attachment A. The RFP(s) shall include the weighted criteria that the City will use to select a winning bidder. The scope of the RFP(s) shall include the following requirements for the purchase the battery-operated idle-reduction equipment: a warranty of the idle-reduction equipment; a training package for equipment operators; and an idle-reduction activity tracking system. The tracking system will enable the Agency and the City to document the usage of the idle-reduction technology for purposes of reporting to the Department of Ecology and calculating the fuel savings and emission reductions from the use of the idle-reduction retrofits.
- 2) The City shall not issue an RFP until the Agency has approved it under Section 3.A.
- 3) The City shall either: 1) select one or more third-party contractor(s) to supply and install the idle-reduction equipment; or 2) select one or more third-party contractor(s) to supply the idle-reduction equipment and install the equipment using City mechanics.
- 4) If the City chooses third-party contractor(s) to install the idle-reduction equipment, the third-party contractor(s) must be an official dealer(s)/installer(s) of the selected equipment and the installation of the equipment must be a part of the competitive bid process.
- 5) If the City decides to use its own mechanics to install the idle-reduction equipment, the City shall require each RFP respondent to include in its proposal a letter from the idle-reduction equipment manufacturer stating that the manufacturer's warranty on the equipment will not be voided if the City's mechanics install the equipment.
- 6) Once the City has selected the winning bidder(s), it shall enter into an agreement(s) with that vendor(s). The City's agreement(s) with the winning bidder(s) shall include the following condition: "Third-Party Beneficiary. Pursuant to grant number G1300047, the State of Washington is an express third-party beneficiary to this contract with full rights as such."

Deliverables for 2.B:

- i. Draft RFP(s): Within thirty (30) days of both parties signing this Agreement, the City shall provide by email to the Agency Project Manager for review, one or more draft requests for proposals (RFPs) for the purchase (and potentially installation) of the battery-operated idle-reduction equipment.
- ii. Document RFP Postings: Within thirty (30) days of receiving approval from the Agency Project Manager to issue an RFP, the City shall issue the RFP, and provide by email to the Agency Project Manager: the final RFP; one or more copies of ads or

postings of the RFP; and a list of publications in which the RFP was posted to demonstrate the competitiveness of the bid process.

iii. Document Selection Process: Within thirty (30) days of the City's selection of the winning bidder(s), the City shall provide by email to the Agency Project Manager either:

a. For equipment procurement and third-party contractor installation:

Documentation demonstrating that an open, competitive bid process was used to select the equipment provider and installer of the battery operated idle-reduction equipment. Documentation shall include: the number of bids received; the criteria (including price) the City used for selecting the winning bidder(s); the scores of each bidder; all evaluation sheets; the names(s) of the successful bidder(s); and a description of the battery-operated idle-reduction equipment.

b. For equipment procurement and City installation:

Documentation demonstrating that an open, competitive bid process was used to select the equipment provider and a letter from the equipment manufacturer stating the warranty on the equipment will not be voided if the City's mechanics install the equipment. Documentation shall include the number of bids received, the criteria (including price) the City used for selecting the winning bidder(s), the scores of each bidder, all evaluation sheets, and the names(s) of the successful bidder(s), a description of the battery-operated idle-reduction equipment, and a copy of the letter(s) from the equipment manufacturer(s) stating the warranty on the equipment will not be voided if the City's mechanics install the equipment.

iv. Contract with Winning Bidder(s): Within sixty (60) days of the City selecting the winning bidder(s), the City shall submit by email to the Agency Project Manager a copy of the signed contract(s) between the City and the winning bidder(s). The City shall include in the contract(s) reference to: the warranty of the equipment; the training package(s); and the idle-reduction tracking system.

C. **Procure Battery-Operated Idle-Reduction Equipment.** Within one-hundred-eighty (180) days of executing the contract with the third-party contractor(s), the City shall complete the procurement and installation of the battery-operated idle-reduction equipment on the fire engines selected from Attachment B under section 2.A.

Deliverables for 2.C:

Within thirty (30) days of completing all installations of the idle-reduction equipment on the fire engines selected from the list in Attachment B, the City shall submit an email to the Agency Project Manager stating the date all installations of the idle-reduction equipment were complete and a photograph of each complete installation.

D. **Comply with Reporting Requirements.** Upon completion of the first installation of idle-reduction equipment, the City will begin submitting quarterly reports to the Agency on the idle-reduction equipment. The City will track the hours of operation of the idle-

reduction equipment and the associated fuel savings to the best of its ability. The City will submit quarterly reports to the Agency for two years after completing the first installation of idle-reduction equipment using the reporting form provided by the Agency incorporated herein by reference as Attachment C.

Deliverables for 2.D:

Using Attachment C, the City will submit electronic reports to the Agency project Manager for two years following the completion of the first installation of idle-reduction technology on one of its vehicles. These reports shall be due on October 15, 2014; January 15, 2015; April 15, 2015; July 15, 2015; October 15, 2015; January 15, 2016; April 15, 2016; July 15, 2016; and October 15, 2016.

- E. **Comply with Sales, Transfer and Retirement Requirements.** The City shall keep and operate all vehicles retrofitted pursuant to this Agreement solely within the State of Washington for at least two years from the date of each retrofit installation. If the City plans to sell, relocate, retire or scrap any vehicle retrofitted under this Agreement prior to the expiration of the two-year period, the City shall notify the Agency Project Manager and follow the procedures below, depending on the circumstance:
- i. **In-State Sales or Transfers.** Before the City sells or transfers a vehicle retrofitted under this Agreement to another fire department within Washington State prior to the end of the two-year term, the City shall notify the Agency Project Manager in advance in writing prior to selling or transferring the retrofitted vehicle. The written notification must include the following information: the identification of the vehicle by Vehicle Identification Number (VIN) or equipment ID; the date the idle-reduction equipment was installed; the model/engine year of the vehicle; the new location of the vehicle; and the intended date of relocation.
  - ii. **Out-of-State Sales or Transfers.** Before the City sells or transfers a vehicle retrofitted under this Agreement to an entity outside of Washington State prior to the end of the two-year term, the City shall notify the Agency Project Manager in advance of the sale or transfer in writing and propose a compensation option to compensate the Agency for the installation of the retrofit equipment on the vehicle the City sells or transfers. The written notification must include the following information: the identification of the vehicle by Vehicle Identification Number (VIN) or equipment ID; the date the idle-reduction equipment was installed; the model/engine year of the vehicle; the proposed new location of the vehicle; and the intended date of relocation. Potential compensation options include removing the idle-reduction equipment and installing it on another vehicle operating within Washington State or investing a prorated portion of the equipment and installation cost of the idle-reduction equipment in other particulate emission-reduction projects within Washington State. The City may propose another compensation option for Agency approval. If the City chooses to re-install the idle-reduction equipment on another vehicle in Washington State, the City will be liable for the expense and/or labor associated with re-installing the idle-reduction equipment. The City shall not sell or transfer the vehicle until the Agency approves the compensation option in writing.

- iii. **Retiring of Retrofitted Vehicles.** If the City retires or scraps a vehicle that has been equipped with idle-reduction technology under this Agreement prior to the end of the two-year term, the City shall notify the Agency Project Manager in advance in writing prior to retiring or scrapping the retrofitted vehicle. The written notification must include the following information: the identification of the vehicle by Vehicle Identification Number (VIN) or equipment ID; the date the idle-reduction equipment was installed; the model/engine year of the vehicle and the intended date of the retirement or scrapping. The City agrees to first remove and then re-install the idle-reduction equipment on another vehicle within Washington State to the extent practicable. The City shall be responsible for the expense and/or labor associated with re-installing the idle-reduction equipment.
  - F. **Address Warranty Claims.** The City shall work directly with its third-party contractor to address any warranty claims. The Agency shall not be responsible for or involved in any warranty claims related to the adequacy, fitness, or operation of any equipment installed pursuant to this Agreement.
  - G. **Allow Site Visits.** During installation and up to two years after any battery-operated idle-reduction equipment is installed, the City shall allow authorized representatives of the Washington State Department of Ecology and the Agency to make site visits to the City of Tacoma Fire Department's offices at reasonable times to review progress and to provide technical assistance. The City shall provide reasonable access to facilities and assistance for the safety and convenience of Agency and Ecology representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work, and must conform to the City's security procedures, including advanced notification requirements.
  - H. **Comply with Appendix A of Washington State Department of Ecology Grant G-1300047-0 (Attachment A).** The City shall comply with Grant G1300047 Appendix A, General Terms and Conditions Pertaining to Grant and Loan Agreements of the Department of Ecology.
3. **Agency's Roles and Responsibilities.** The Agency shall:
- A. **Approve the RFP(s):** The Agency Project Manager shall review the City's draft RFPs and shall provide comments and suggestions within thirty (30) days of receiving the draft(s). The Agency Project Manager will send the City an email to proceed with issuing each RFP after the Agency Project Manager approves the final draft of each RFP.
  - B. **Reimburse the City:** The Agency shall reimburse the City up to \$36,000 in Washington State Department of Ecology funds for the cost of purchasing and installing the battery-operated idle-reduction equipment for the fire engines selected under section 2.A from the list in Attachment B. Reimbursement shall include the City's cost to purchase and install the equipment from the third-party contractor **or** the cost to purchase the equipment and the City's labor expenses to install the equipment. The reimbursements shall be subject to both the requirements of Section 4, "Compensation," and the City's compliance with Sections 2(A)-(C) and (G) of this Agreement. The City's submittal of all required

deliverables in Sections 2(A) through 2(C) is a condition of full payment under this Agreement.

- C. **Collect City Reports and Comply with Department of Ecology Reporting Requirements.** The Agency shall collect all quarterly reports on the use of idle reduction equipment submitted by City and the Agency shall submit all required quarterly progress reports to the Washington State Department of Ecology in accordance with the requirements of Grant Agreement No. G1300047, Part 3, Budget and Summary Conditions No. 7.
- D. **Retain Documents Submitted Under this Agreement.** The Agency shall retain documents submitted by the City pursuant to this Agreement for a minimum of three years in accordance with the Agency's record retention policy and the Ecology Administrative Requirements for Recipients of Ecology Grant and Loans, Publication 91-18, Revised September 2005, page 68, "Record Retention." Upon request, the Agency shall provide copies of such documents to the City, Ecology, other federal or state agencies monitoring the Agency or the City's performance under Ecology grant Agreement No. G1300047, or other interested parties.
- E. **Conduct site visits.** The Agency may conduct site visits as per section 2.G. Any site visits or evaluations will not unduly interfere with or delay the work, and will conform to the City's security procedures, including advanced notification requirements.

4. **Compensation—Reimbursement Requirements and Procedures.**

- a) The total amount paid by the Agency to the City under this Agreement shall not exceed \$36,000. The City is responsible for all costs associated with the purchase and installation of the idle-reduction equipment in excess of this amount. The Agency shall pay each invoice submitted by the City upon successful compliance with the relevant requirements of this Agreement and within thirty days after review and approval by the Agency Project Manager. This work is part of the Agency's Clean Transportation Work Plan for Fiscal Year 2015.
- b) The City shall submit invoices to the Agency showing the costs incurred by the City for the equipment including taxes, and fees involved in purchasing and installing the battery-powered idle-reduction equipment.
- c) If both the idle-reduction equipment and its installation are from a third-party contractor, the invoices shall include:
- i. The invoice from the City to the Agency for the amount or reimbursement requested;
  - ii. Documentation showing the original idle-reduction equipment and installation invoices from the third-party contractor, including the VIN of vehicles retrofitted, and proof of payment by the City; and
  - iii. Documentation of sales tax, any tax exemptions taken, and any billing reductions for early payment of a subcontractor invoice by the City.

- d) If the idle-reduction equipment is provided by a third-party contractor and the installation of the equipment is completed by the City's mechanics, the invoices shall include:
- i. The invoice from the City to the Agency for the amount or reimbursement requested;
  - ii. Documentation showing the original idle-reduction equipment invoices from the third-party contractor, including the VIN of vehicle(s) on which that invoiced idle-reduction equipment was installed, and proof of payment by the City;
  - iii. The job classification of each City mechanic working on the idle-reduction equipment installations, the hourly rate, the number of hours worked, the specific tasks performed and the vehicle(s) (identified by VIN) on which the mechanic worked. For all labor costs, the City shall include only those hours of labor directly related to the installation of the battery-operated idle-reduction equipment on the vehicle(s); and
  - iv. Documentation of sales tax, any tax exemptions taken, and any billing reductions for early payment of a subcontractor invoice by the City.
- e) The City shall request reimbursement for no more than \$36,000.00. The City shall submit invoices to the Agency's Finance Manager. The Agency shall pay each invoice submitted by the City within thirty (30) days upon the Agency Project Manager' approval and the City's submittal of all required deliverables in Sections 2(A), (B), and (C). The City shall submit the final invoice to the Agency no later than June 30, 2015.

The City shall send invoices to:

Puget Sound Clean Air Agency  
Karen Houser, Finance Manager  
1904 3<sup>rd</sup> Ave Suite 105  
Seattle, WA 98101  
Phone: 206-689-4036  
Fax: 206-343-7522  
E-Mail: [karenh@pscleanair.org](mailto:karenh@pscleanair.org)

5. **Ownership of Equipment.** The City shall own all equipment furnished under this agreement subject to the terms of this agreement.
6. **Term.** The effective date of this Agreement is the date the Agreement is signed by both parties. Any costs incurred prior to the effective date of this Agreement will be at the sole expense and risk of the City. The termination date of this Agreement is December 31, 2016. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Agency.
7. **Communications.** The following persons shall be the contact persons for all communications regarding the performance of this Agreement.

City	Agency
Assistant Fire Chief: Roger Edington	Project Manager: Elizabeth Gilpin
City of Tacoma Fire Department	Puget Sound Clean Air Agency
901 Fawcett Ave. Tacoma, WA. 98402	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 253-591-5749	Phone: 206-689-4026
Fax: 253-591-5746	Fax: 206-343-7522
E-mail address: redingto@cityoftacoma.org	E-mail address: elizabethg@pscleanair.org

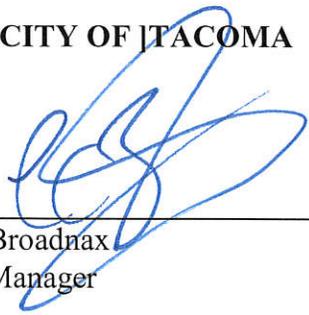
8. **Changes.** The parties may, from time to time, require changes in the scope of services performed under this Agreement. The parties shall mutually agree to the changes by written amendment to the Agreement.
9. **Early Termination.** Either party may terminate this Agreement at any time with or without 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 the City and the Agency. Upon termination of this Agreement, the Agency, in addition to any other rights provided in this Agreement, may require the City to deliver to the Agency any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.
10. **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.
11. **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.
12. **Limitation of liability.** The City acknowledges that participation in this Agreement is voluntary and the use and maintenance of the idle-reduction technologies installed by the successful bidder or by the City on vehicles operated by the City of Tacoma Fire Department is the sole responsibility of the City. The Agency will not be liable for any equipment failures, issues or limitations that result from the installation or operation of the idle-reduction technology installed pursuant to this Agreement. The City will be the warranty holder for any equipment and installation provided pursuant to this Agreement.
13. **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.
14. **Third-Party Beneficiary.** Pursuant to Grant No. G1300047, the State of Washington is an express third-party beneficiary to this Agreement with full rights as such.
15. **Cooperation with Inspections.** Pursuant to Grant No. G1300047, the City shall make all equipment furnished under this agreement available for inspection by any authorized state, federal, or local representative through December 31, 2016.

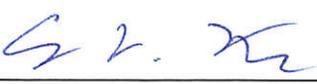
**THIS Agreement** is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

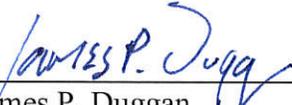
**PUGET SOUND CLEAN AIR AGENCY**

**CITY OF TACOMA**

By:   
Paul Roberts  
Board of Directors, Chair  
Date: 7/25/14

By:   
T.C. Broadnax  
City Manager  
Date: \_\_\_\_\_

By:   
Craig T. Kenworthy  
Executive Director  
Date: 7/15/14

By:   
James P. Duggan  
Fire Chief  
Date: 6/30/2014

RH   
Andrew Cherullo  
Finance Director  
Date: 7/7/14

By:   
Debbie Dahlstrom  
Risk Manager  
Date: 7/8/2014

Attest:

By:   
Doris Sorum  
City Clerk  
Date: 7-10-2014

