

## INTERLOCAL AGREEMENT

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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 **City of Gig Harbor**, (hereinafter referred to as the "City"), 3510 Grandview Street, Gig Harbor, WA 98335.

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**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 installing and operating an air quality monitoring site; 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 and Scope of this Agreement.**

**A. Duties of Agency**

- i.) The Agency shall, at its own cost and expense except as provided herein, install, operate, and remove one air quality monitoring station on the City property described in Appendix A. Prior to installing the station, the Agency must receive prior approval from the Public Works Superintendent (as defined herein).
- ii.) All equipment related to the station installed, and all data obtained from the station, is owned by the Agency.

**B. Duties of City**

- i.) The City shall, using its reasonable discretion, approve the air quality monitoring station location.
- ii.) The City shall allow use of 1 existing electrical power receptacle to support the station, and shall allow the Agency to use the premises described in Appendix A.

- iii.) The City shall allow Agency staff identified in Appendix B access to the station location. Agency staff will visit the station for about 45 minutes approximately once every two weeks during normal business hours.

2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement for the initially defined term shall not exceed \$1200. The funding for this contract is provided by the the monitoring site rent budget and is part of the Agency monitoring work plan for Fiscal Year 2016. The Agency shall pay rent in advance at the rate of \$150 per quarter.

As consideration for the City's performance under this Agreement, the Agency agrees to provide to the City the following: (a) a one hour air quality science program directed to a community group or city staff, and (b) copy of the data from the air quality monitoring available to the public on <http://airgraphing.pscleanair.org/>.

To obtain payment, the City shall submit invoices quarterly to the Agency. Submitted invoices should show time and material information.

The City shall submit invoices to the Agency's Manager of Finance and Purchasing and the Agency shall pay 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 the agreement.

Funding for work to be conducted after June 30, 2016, is contingent upon approval of funding by the Agency Board of Directors. If funding is not authorized by the Board of Directors, the Agency shall follow early termination procedures under this agreement.

3. **Term.** The effective date of this Agreement is November 1, 2015. 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 contract will be at the sole expense and risk of the City. The termination date of this Agreement is September 30, 2017. The term can be extended by mutual agreement of the parties in the form of a written amendment.

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

| <b>City</b>   | <b>Agency</b>   | <b>Send invoices to:</b>  |
|---|---|---|
| <i>Greg Foote, Public Works Superintendent</i>  | Project Manager:<br><i>Matt Harper</i>  | Finance Manager   |
| <i>City of Gig Harbor</i>   | Puget Sound Clean Air Agency  | Puget Sound Clean Air Agency  |
| <i>3510 Grandview Street, Gig Harbor, WA 98335</i>  | 1904 Third Avenue, Suite 105<br>Seattle, WA 98101                                 | 1904 Third Avenue, Suite 105<br>Seattle, WA 98101                                     |
| Phone: (253) 851-8406   | Phone: 206-516-9025 (m) 206-689-4009 (o)  | Phone: 206-689-4014   |
| Fax: (253) 851-8408   | Fax: (206) 343-7522   | Fax: (206) 343-7522   |
| E-mail address:<br><a href="mailto:footeg@cityofgigharbor.net">footeg@cityofgigharbor.net</a> | E-mail address:<br><a href="mailto:matth@pscleanair.org">matth@pscleanair.org</a> | E-mail address:<br><a href="mailto:finance@pscleanair.org">finance@pscleanair.org</a> |

5. **Changes.** This Agreement may be amended only by written instrument properly signed by both parties hereto.

6. **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.

7. **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.

8. **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.

9. **Property Damage/Loss.** The Agency acknowledges the City is not responsible for and assumes no liability for lost, stolen or damaged property stored or placed on the City property.

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**

**CITY OF GIG HARBOR**

By:   
Craig T. Kenworthy  
Executive Director

By:   
(Name) Jill Guernsey, Mayor

Date: 12/24/15

Date: Dec 14, 2015

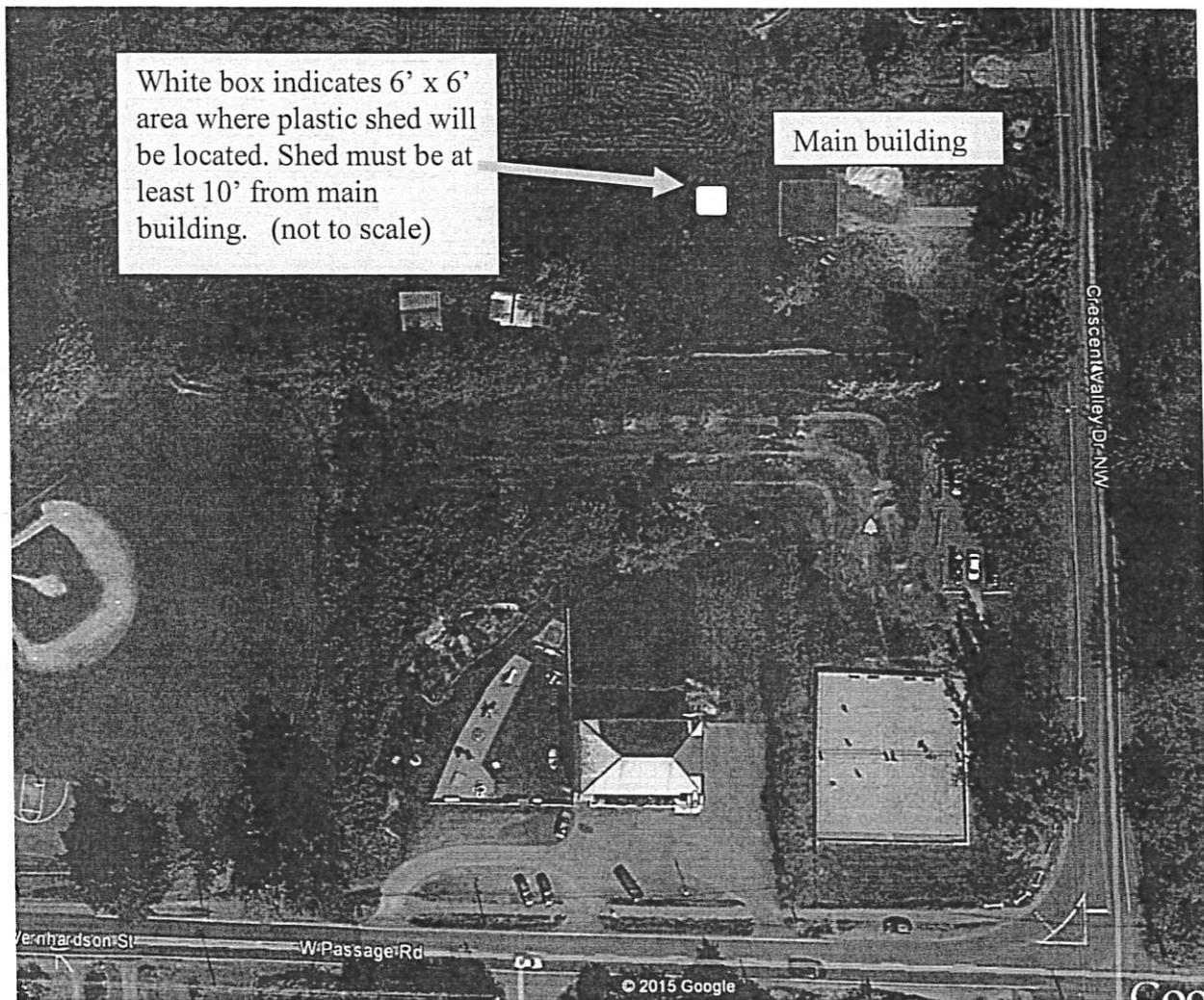
Approved as to Form:

By:   
Jennifer Dold  
General Counsel

Date: 12/23/15

## APPENDIX A – SITE DIAGRAM AND DESCRIPTION

Address: 9702 Crescent Valley Dr. NW Gig Harbor, Wa. 98335-1214



## APPENDIX B – AGENCY PERSONNEL ACCESS LIST

Agency Air Monitoring Personnel who will need regular access to the site:

Matthew Harper

Greg Sandau

Adam Petrusky

Walter Zylowski

Agency Air Monitoring Personnel all have valid identification, and can present that identification upon request.

