

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 the **United States Navy – Naval Facilities Engineering Command Northwest**, (hereinafter referred to as the "Navy"), (Environmental Quality Code EV1, 1101 Tautog Circle, Silverdale, WA 98315-1101).

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with the Navy for the purposes of allowing Navy Professional Development Center Intern Peter Haun to perform certain work at the Agency; and

WHEREAS, Mr. Haun is participating in a Navy on-the-job training program that requires rotation of interns through various assignments to broaden the intern's professional skills. Each assignment is at least 90 days in length. Mr. Haun's special focus area is environmental engineering. For environmental engineers, the Navy intern program requires assignments in environmental restoration, capital improvements, facilities engineering acquisition division, a project at the Washington DC headquarters, and an external rotation with a regulatory agency such as Puget Sound Clean Air Agency; and

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

NOW, THEREFORE, the Agency and the Navy mutually agree as follows:

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

This Agreement does not involve the exchange of funds between the parties.

Navy Professional Development Center Intern Peter Haun will conduct the work described in this Agreement. Primarily the Agency expects Mr. Haun to develop background documents for General Orders (permits) for woodworking spray-coating booths, boilers, and remediation operations. These General Orders will replace the currently issued case-by-case Notice of Construction Order of Approvals for spray-coating booths, boilers, and remediation operations. The development of General Orders will enable the Agency to process permits more efficiently and at a lower cost to the applicant.

The products of Mr. Haun's work will be background documents written in support of future General Orders for woodworking spray-coating booths, boilers, and remediation operations. These documents will be similar to the background document written for the General Order of Approval for an Automotive Refinishing Operation Spray Booth. The tasks involved in developing these documents will include researching information about each industry sector, performing emission calculations, performing dispersion modeling using SCREEN, and performing a regulatory review. In addition, the Agency may assign Mr. Haun other tasks consistent with Mr. Haun's focus area on environmental engineering.

5. **Early Termination.** Either party may terminate this Agreement at any time with or without cause by giving a 30 (thirty) 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 the Navy and the Agency. Upon termination of this Agreement, the Agency, in addition to any other rights provided in this Agreement, may require Mr. Haun to deliver to the Agency any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

6. **Assignment.** The work performed 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.

7. **Mr. Haun Not an Employee of the Agency.** Mr. Haun is not an employee of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. Mr. Haun will not hold himself out as nor claim to be an officer or an employee of the Agency or of the State of Washington by reason hereof, nor will Mr. Haun make any claim of right, privilege or benefit which would accrue to an Agency employee under the law.

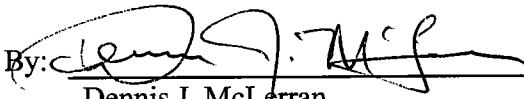
8. **Indemnification.** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

9. **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**

**UNITED STATES NAVY -
NAVAL FACILITIES ENGINEERING
COMMAND NORTHWEST**

By: 
Dennis J. McLerran
Executive Director

By: 
Elizabeth Anderson
Environmental Quality Code EV1

Date: 1/25/10

Date: 1/21/10