

**INTERAGENCY AGREEMENT
BETWEEN
THE DEPARTMENT OF PERSONNEL
AND
PUGET SOUND CLEAN AIR AGENCY**

RECEIVED
TRAINING & DEVELOPMENT SERVICES

JUN 15 2006

STATE OF WASH
DEPT OF PERSONNEL

1.0 PARTIES TO THE AGREEMENT

This Interagency Agreement is made and entered into by and between the Washington State Department of Personnel, hereinafter referred to as "DOP," and the Puget Sound Clean Air Agency, hereinafter referred to as "PSCAA", pursuant to the authority granted by Chapter 39.34 RCW.

2.0 PURPOSE

The purpose of this Agreement is to reimburse DOP for services to be provided to the PSCAA, by Envirolissues, DOP External Consultant, hereinafter referred to as "the Consultant".

3.0 PERIOD OF PERFORMANCE

This Agreement shall become effective on June 12, 2006 and will expire on August 31, 2006, unless terminated sooner or extended as provided herein.

4.0 STATEMENT OF WORK

BACKGROUND

This project involves facilitation between PSCAA and key partners to develop statewide strategic funding options to reduce emissions from diesel vehicles and equipment in the State of Washington. Candidate strategies arose from an earlier PSCAA stakeholder process to address emissions of fine particles (particulate matter less than 2.5 microns in size, or "PM_{2.5}"). The complete text of the *PM_{2.5} Stakeholders' Report* is available upon request. PSCAA also assessed the cancer risk from sources of outdoor air pollution and concluded that over 70% of that risk can be attributed to diesel emissions. Final Report: Puget Sound Air Toxics Evaluation, October 2003, http://www.psccleanair.org/news/other/psate_final.pdf.

In addition, PSCAA and its partners were successful in achieving passage of a state funding bill (SSB 6072) in 2003, later amended in 2005, aimed primarily at reducing the emissions from diesel school buses. The 2005 amendments extended the program. Funding sunsets in 2008.

The most important air pollution sources in Washington State are motor vehicles, wood burning fireplaces and wood stoves and outdoor burning. Diesel powered vehicles and equipment are high priority, because they

are responsible for over 70% of the cancer risk from outdoor air pollution, as well as significant contributors to fine particles (or PM_{2.5}).

The Consultant will provide facilitation services and convene Task Force of representatives of key private sector, government agencies and non-government organizations (NGO) to develop strategies for approaching the 2007 Washington State Legislature with proposed funding legislation for clean diesel projects.

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PROJECT DELIVERABLES

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The Consultant shall perform the following services, in consultation with the PSCAA Project Manager.

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Phase I: Assist PSCAA in designing a process involving partner organizations to agree on key elements of proposed 2007 funding legislation for clean diesel and other clean air projects. The Consultant shall complete the following tasks:

- Meet with PSCAA Project Manager and PSCAA staff working group two to three times to design the process to develop and agree on key elements of draft legislation for continuing and expanding diesel emission reduction funding. The meetings will take place in June 2006.
- Prepare short, written summaries of each meeting with PSCAA staff. Due no later than five working days following the date of each meeting.
- Devise a brief, draft work plan and schedule to implement the process. Due June 30, 2006.

Phase II: Assist PSCAA in the implementation of the process developed in Phase I. The Consultant shall complete the following tasks:

- **Task Force Membership Selection.** The Consultant shall assist PSCAA Project Manager to identify key partners and solicit their participation on the Task Force. Due June 30, 2006.
- **Final Task Force Work Plan.** The Consultant shall finalize the work plan drafted in Phase I based on input from the Task Force and PSCAA Project Manager. Due July 15, 2006.
- **Meeting Planning and Design.** The Consultant shall assist with planning and designing approximately two to three Task Force meetings. This shall include participating in planning meetings and conference calls for all Task Force meetings, developing meeting schedules and agendas, and reviewing pre-meeting materials and presentations for each meeting.
- **Facilitation and Record Keeping.** The Consultant shall attend all Task Force meetings and serve as the "neutral" facilitator and record keeper for approximately two to three Task Force meetings. The meetings will take place during July and August 2006.

- **Outcomes Report.** The Consultant shall develop a report summarizing the Task Force's agreements and recommendations for sources of funding and elements to be included in draft diesel emissions reduction funding legislation. The Draft report is due August 15, 2006. The Final Report is due August 30, 2006.

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Billing and Payment

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The Consultant will bill up to \$205 per hour for satisfactory performance of the work performed under this Agreement.

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NOTE: Both PSCAA and the Consultant are responsible for ensuring that the work performed is within the scope of this Agreement.

5.0 TERMS AND CONDITIONS

5.1 Scheduling flexibility will be allowed through mutual agreement between DOP and the PSCAA project manager.

6.0 COMPENSATION

6.1 PSCAA shall reimburse DOP up to \$15,000 for consultant services plus \$450 for DOP administrative fees (3% of the total contractor dollar amount). The total amount paid by PSCAA under this Agreement will not exceed \$15,450. Funding will be provided by Washington Department of Ecology Grant Number G0400074 for the Statewide School Bus Retrofit Program.

6.2 The Consultant shall use all reasonable and prudent efforts to limit travel expenses. The Consultant is subject to the specific limits established for state employee lodging when such rates are not available or attainable. The Consultant will provide a detailed breakdown of travel expenses by trip. These expenses are included in the contract value of this Agreement.

6.3 Requests for payment under this Agreement shall be submitted no more often than monthly. Upon receipt and approval of the properly executed invoices, PSCAA will remit payment to DOP in a total amount not to exceed the value of this Agreement.

7.0 DISPUTES

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from DOP, one representative from PSCAA and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.

8.0 TERMINATION

Either party may terminate this Agreement upon 10 days written notification to the other party. In such event, the terminating party shall be

liable only for performance rendered prior to the effective date RECEIVED
termination.
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9.0 NONDISCRIMINATION

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The parties mutually assure that they are in compliance and will remain in STATE OF WASH
compliance with the terms of federal and state laws and regulations. DEPT OF PERSONNEL

10. INDEMNIFICATION

Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from any negligent or intentional act or omission of that party's employees, agents and/or authorized subcontractor(s) while performing this Interagency Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.

11. CHANGES, MODIFICATIONS AND AMENDMENTS

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both parties hereto.

12. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the

13. EXECUTION

We, the undersigned, agree to the terms of the foregoing Agreement.

PUGET SOUND CLEAN AIR
AGENCY

DEPARTMENT OF PERSONNEL

James J. M. Lina
(Name)

M. Susan George

Executive Director
(Title)

(Title) OD Consultant

6/14/06
Date

6/14/06
Date

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