

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 City of Lake Forest Park, (hereinafter referred to as the "City"), 17425 Ballinger Way, Lake Forest Park, WA 98155.

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 that is also serving the purpose of a public park bench; and

WHEREAS, the Agency has determined the property located at 17425 Ballinger Way NE, Lake Forest Park, WA 98155 (Parcel No. 4019301663) and described in Appendix A ("the Premises") is an appropriate location for its monitoring site; and

WHEREAS, the City is the owner of the premises and supports the study of air quality within the City of Lake Forest Park; 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, maintain, and remove one air quality monitoring station including a bench, concrete pad, electrical outlet on the Premises. The air quality monitoring station will be contained within an enclosure that is part of a public park bench. Prior to installing the station, the Agency must receive prior approval from the City Director of Public Works (as defined herein).
- ii.) All equipment related to the station installed, and all data obtained from the station, is owned by the Agency.
- iii.) Upon removal of its property, the Agency shall return the Premises to a condition equal to or better than its condition prior to installation of the Agency's equipment. Upon written consent of the City, the public bench and concrete pad may remain in place and become the property of the City upon termination of this Agreement and removal of air monitoring equipment.

B. Duties of the City

- i.) The City shall, using its reasonable discretion, approve the air quality monitoring station location, and materials used for the construction of the park bench air quality monitoring station.
- ii.) The City shall allow installation and use of 1 electrical power circuit and receptacle to support the station, and shall allow the Agency to use the Premises.
- iii.) The City shall allow Agency monitoring 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 under this Agreement for the initially defined term shall not exceed \$3000. 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; (b) public use of the park bench; and (c) copy of the data from the air quality monitoring available to the public on the Agency's website.

To obtain payment, the City shall submit invoices quarterly to the Agency.

The City shall submit invoices to the Agency's Project Manager 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, 2018, 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 the date signed by both parties. 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 June 30, 2022.

4. **Renewal.** If, at the termination of this Agreement, both parties wish to continue under the terms of this Agreement, and the Agency wishes to continue the air quality study on the Premises, such use shall be deemed a quarter to quarter tenancy under the terms and conditions of this Agreement, wherein the Agency pays \$150.00 per quarter, until such time as a new interlocal agreement can be executed.

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

| City | Agency |
|---|---|
| Frank Zenk | Project Manager: Matt Harper |
| Assistant City Administrator | Puget Sound Clean Air Agency |
| City of Lake Forest Park, 17425 Ballinger Way, Lake Forest Park, WA 98155 | 1904 Third Avenue, Suite 105 Seattle, WA 98101 |
| Phone: 206-368-5440 | Phone: 206-689-4009 |
| Fax: 206-364-6521 | Fax: (206) 343-7522 |
| E-mail address: fzenk@ci.lake-forest-park.wa.us | E-mail address: matth@psccleanair.org |

6. **Administration: No Separate Entity Created.** Pursuant to RCW 39.34.030, the Parties hereby appoint the project manager, Matt Harper or his/her designee, as the Contract Administrator for this Agreement. Matt Harper, the project manager or his/her designee may exercise all the powers and all the duties vested to him/her by law. No separate legal entity is formed by this Agreement, nor is it the intent of the Parties to acquire, hold or dispose of real and personal property.

7. **Changes.** The parties may, from time to time, require changes in this Agreement. This Agreement may not be amended in any respect except by written agreement signed by all Parties to this Agreement. Only the Agency's Project Manager shall have the authority to negotiate changes on behalf of the Agency.

8. **Termination.** Either party may terminate this Agreement at any time with or without cause by giving a ninety day (90) written notice of such termination and by specifying the effective date of the termination. Upon termination of this Agreement, the Agency, in addition to any other rights provided in this Agreement, may retrieve Agency property.

9. **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.

10. **Hold Harmless.** Each Party to this Agreement shall be responsible for its own negligent and/or wrongful acts or omissions, and those of its own agents, employees, representatives or subcontractors, to the fullest extent required by the laws of the State of Washington. No party to this agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

11. **Compliance with All Laws and Regulations.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

12. **Non-discrimination**. During performance of this Agreement, the parties shall comply with all federal, state and local nondiscrimination laws, regulations and policies, including but not limited to, Title VI of the Civil Rights Act and all implementing regulations.

13. **Severability**. If any court of competent jurisdiction enters a final order holding any provision hereof to be illegal, invalid or unenforceable, the remaining provisions shall remain in the full force and effect.

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 LAKE FOREST
PARK**

By: _____

Craig T. Kenworthy
Executive Director

Date: 10/25/17

By: _____

Jeff Johnson
Mayor

Date: 10/12/17

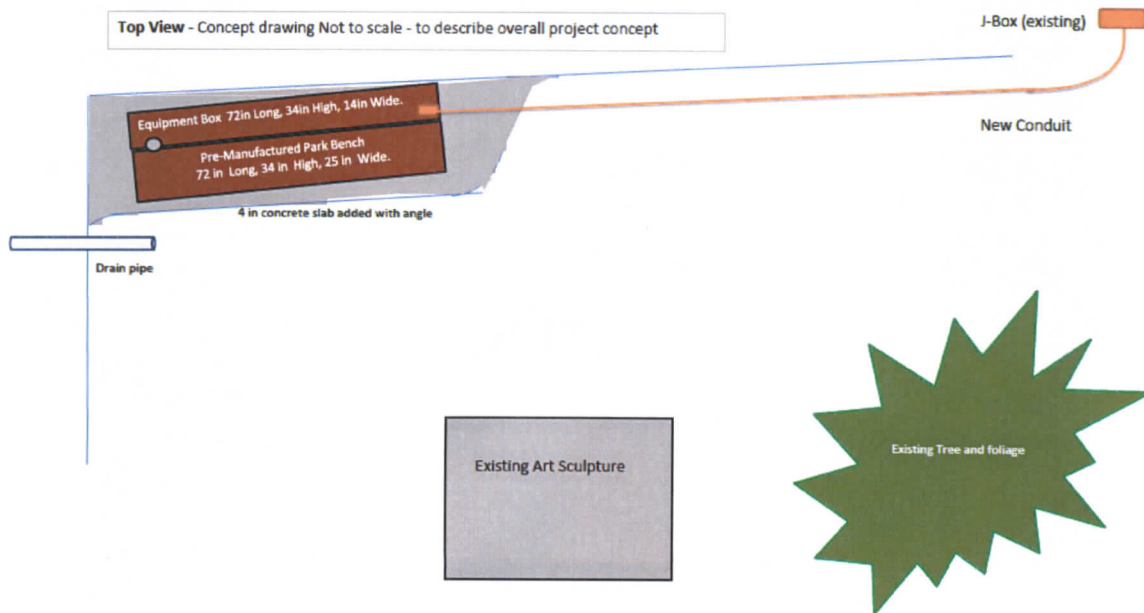
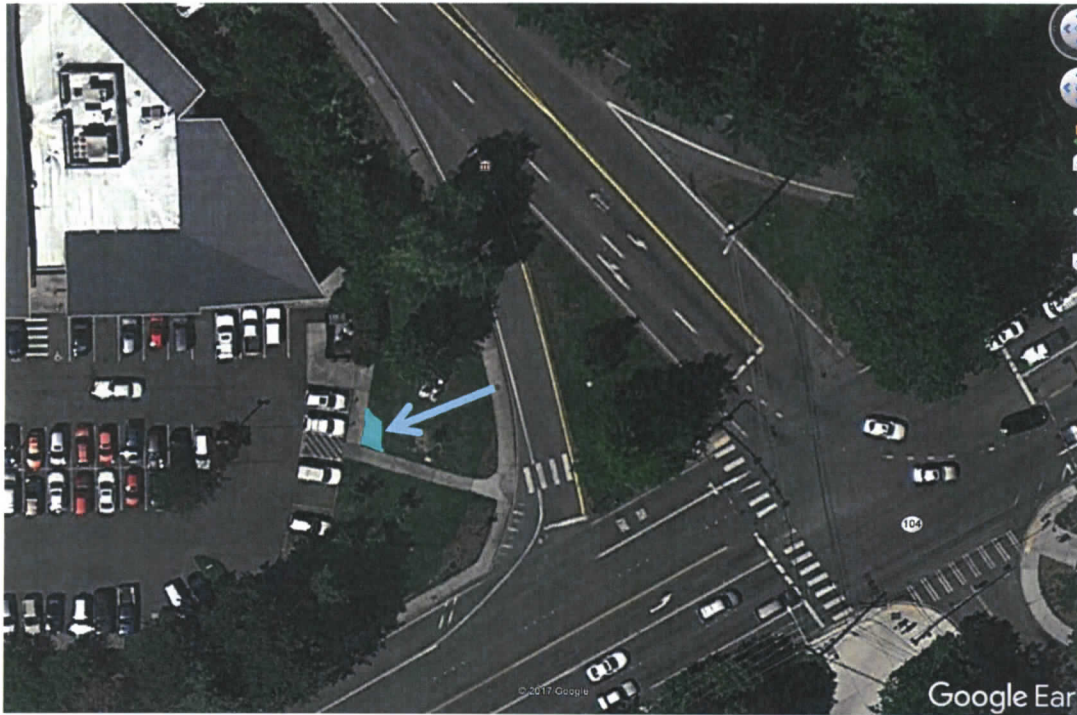
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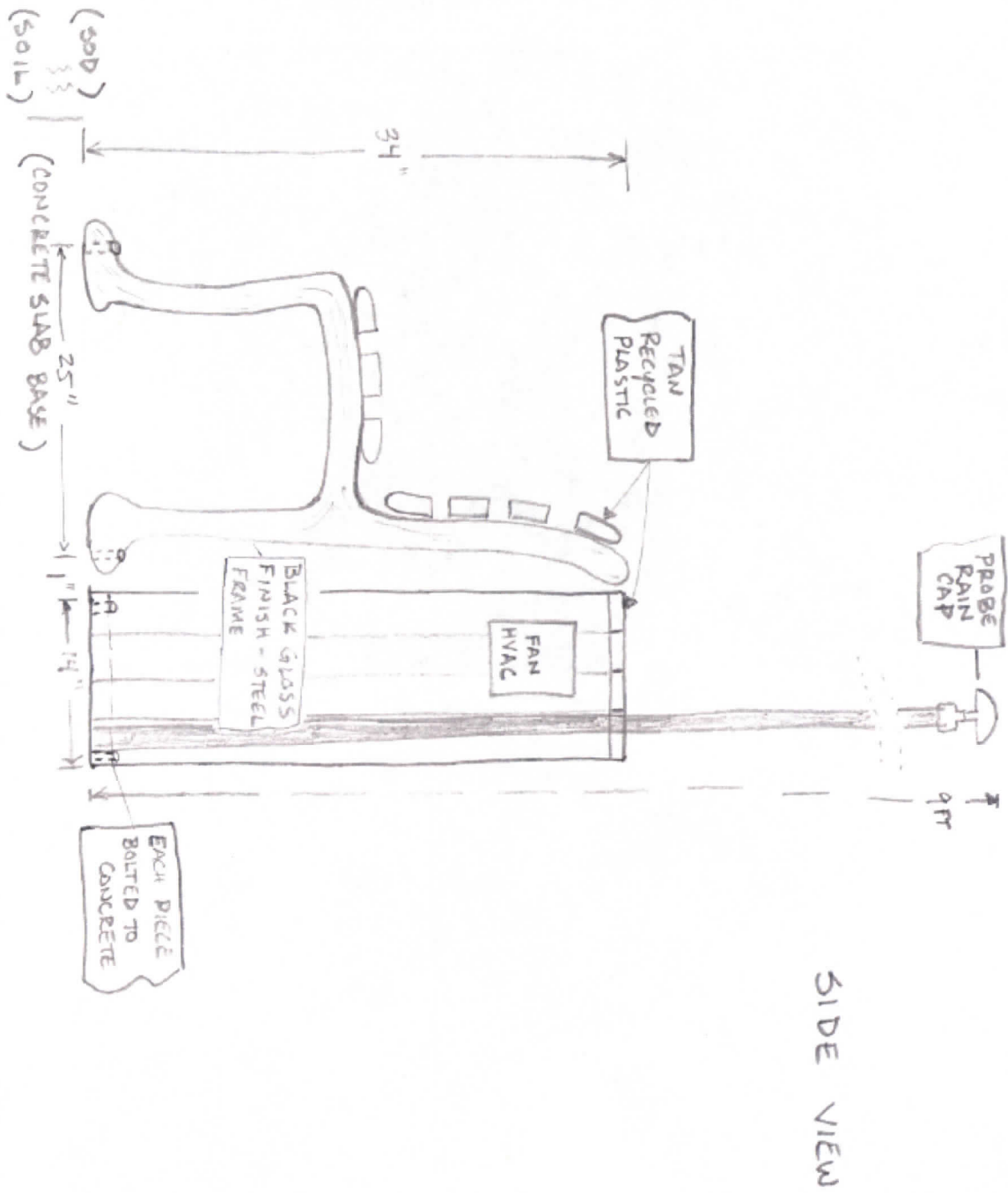
By: _____

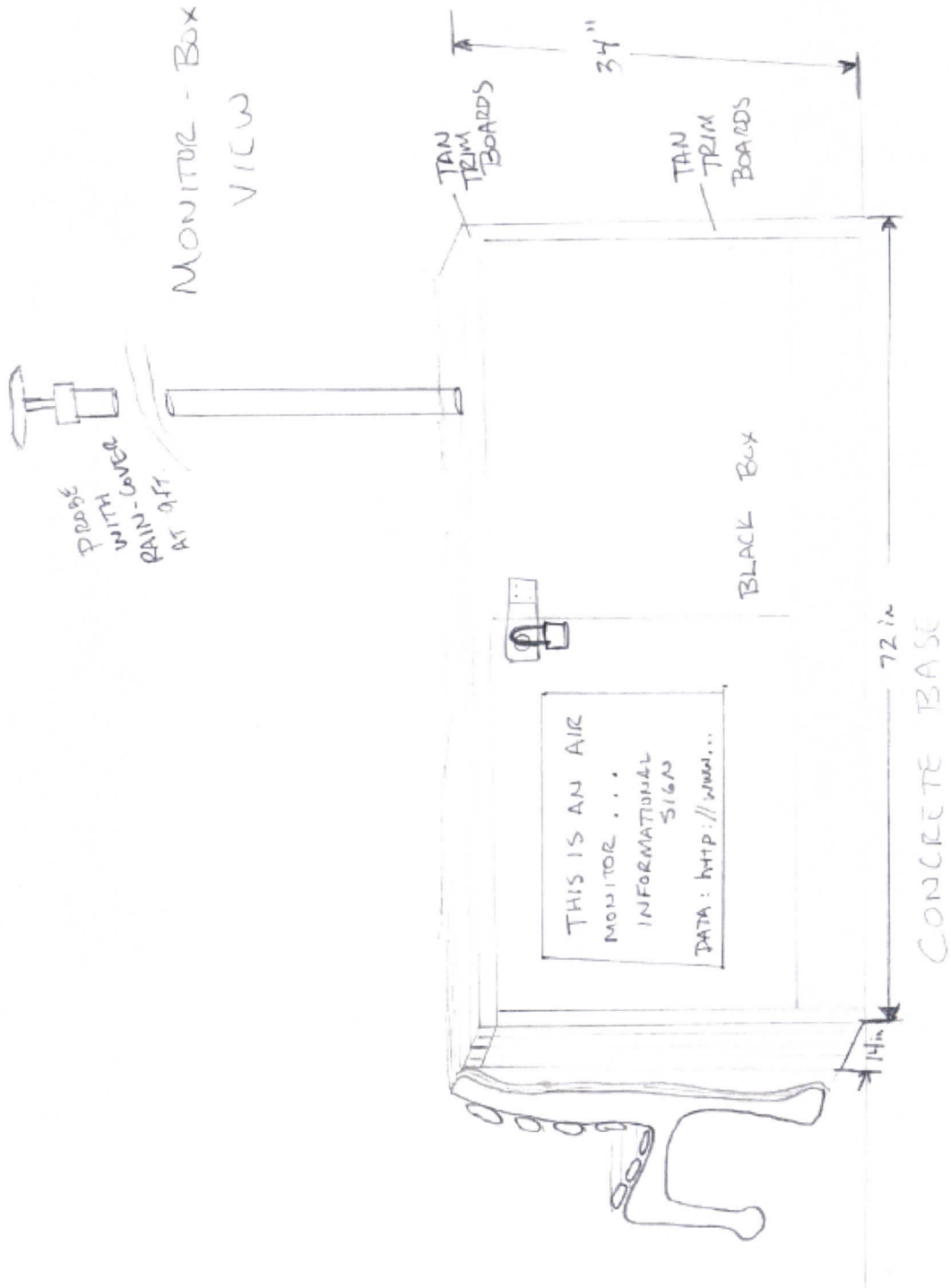
Jennifer A. Dold
General Counsel

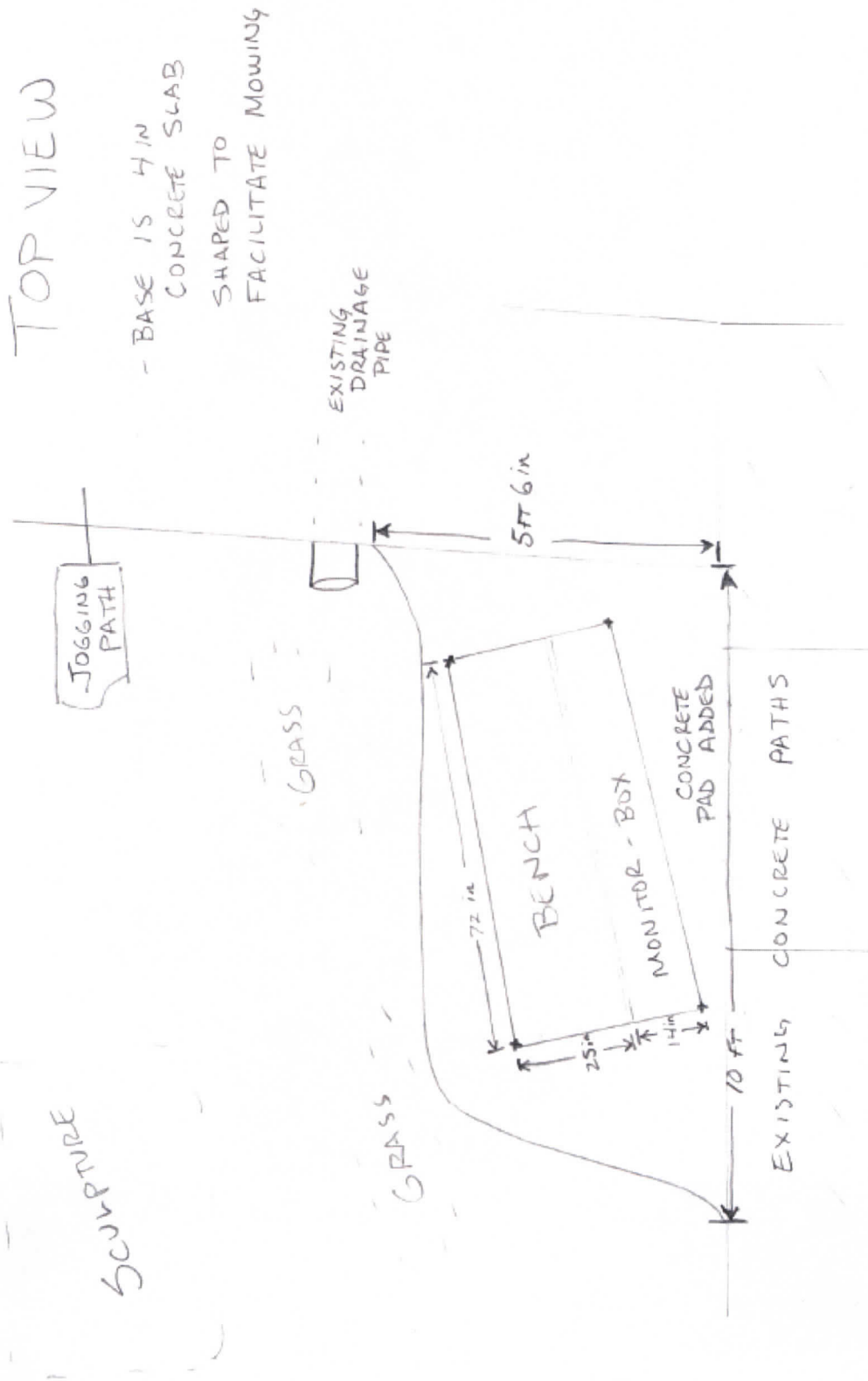
Date: 10/24/17

Appendix A:









Appendix B: List of air monitoring staff – Puget Sound Clean Air Agency

- Matt Harper, Air Monitoring Lead
- Adam Petrusky, Air Monitoring Specialist II
- Graeme Carvlin, Air Monitoring Specialist II
- Walter Zylowski, Quality Assurance Specialist