

## **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 the Town of Darrington, (hereinafter referred to as the "Town"), P.O. Box 397, Darrington, WA 98241.

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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 Town of Darrington for the purposes of promoting clean-burning practices and the 2013 wood stove change-out program; and

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

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

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

The purpose of the Agreement is to define a Chimney Sweep Program to be conducted by the Town of Darrington. The objectives of the Chimney Sweep Program are to promote the Agency's 2012-13 Wood Stove Change-Out Program and to improve air quality by promoting clean-burning practices among wood stove users.

The Town will contract with a chimney sweep to perform free chimney cleanings for residents with wood stoves who live within the Town limits.

The Town will ensure that the chimney sweep provides clean-burning materials and wood stove change-out program information to residents of every home where a chimney cleaning is provided under this program.

**A. Duties of Agency**

1. The Agency will provide training for the chimney sweep hired by the Town that addresses clean-burning practices and the current grant-funded wood stove change-out program prior to the commencement of chimney cleanings under this Agreement.

2. The Agency will provide clean-burning and change-out program materials for the chimney sweep hired by the Town to hand out to residents of homes where chimney cleanings are performed under this Agreement.
3. The Agency will reimburse the Town for chimneys cleaned, consistent with the terms listed under Section 3, Compensation.

#### **B. Duties of Town**

1. The Town will contract with a chimney sweep to perform chimney cleanings under this Agreement and will manage the work of the chimney sweep. The Town will pay the contracted chimney sweep directly at an average cost of \$100 for each chimney cleaning performed during the term of this Agreement. The Town will notify the Agency in writing when a chimney sweep has been hired.
2. The Town will provide monthly reports to the Agency listing the total number of chimney cleanings performed and the name, street address, mailing address, and phone number for each resident receiving a free chimney cleaning.
3. The Town will provide an invoice to the Agency each month for the amount owed to the chimney sweep, along with the above report.

3. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$7,500.00. The funding for this contract is provided by the Hampton Supplemental Environmental Project funding and is part of the Agency Wood Smoke Work Plan for Fiscal Year 2013.

To obtain payment, the Town shall submit invoices monthly to the Agency. Submitted invoices should show the number of chimneys cleaned and the rate per chimney charged to the Town by the chimney sweep and must include attached copies of the invoices to the Town from the chimney sweep.

The Town shall submit invoices to the Agency's Manager of Finance and Purchasing. Invoices shall be paid within thirty (30) days upon successful demonstration of all requirements of this Agreement and after review and approval by the Project Manager. The final invoice must be submitted no later than ten (10) working days after the termination date of this Agreement.

4. **Term.** The effective date of this Agreement is May 1, 2013. 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 Town. The termination date of this Agreement is June 30, 2013.

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

<b>Town of Darrington</b>	<b>Agency</b>
Dan Rankin, Mayor	Project Manager: Alice Collingwood
	Puget Sound Clean Air Agency
P.O. Box 397 Darrington, WA 98241	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (360) 436-1131	Phone: (360) 770-3160
Fax: (360) 436-0221	Fax: (206) 343-7522
E-mail address: darmayordan@gmail.com	E-mail address: alicecc@pscleanair.org

6. **Changes.** The parties may, from time to time, require changes in this Agreement. The parties shall mutually agree to the changes by written amendment to the Agreement.

8. **Subcontracting.** Neither party, nor any subcontractor of either party, shall enter into subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval of the Agency. In no event shall the existence of any subcontract operate to release or reduce the liability of the Town to the Agency for any breach in the performance of the Town's duties.

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. **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.

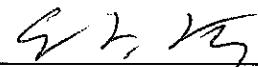
11. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

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

**PUGET SOUND CLEAN AIR AGENCY**

**TOWN OF DARRINGTON**

By:



Craig T. Kenworthy  
Executive Director

By:



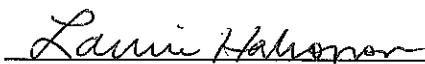
Dan Rankin  
Mayor

Date: 5/14/13

Date: 08 May 2013

Approved as to Form:

By:



Laurie Halvorson  
Director of Compliance and Legal

Date: 5/13/13