

AGREEMENT FOR SERVICES

2013003-0-CON

This Agreement For Services ("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 **City of Lakewood** (hereinafter referred to as "Lakewood"), 6000 Main Street SW, Lakewood, WA 98499.

WHEREAS, the United States Environmental Protection Agency has designated a portion of Pierce County, including the City of Lakewood, as not attaining the National Ambient Air Quality Standard for fine particulate; and

WHEREAS, the Agency is assisting the Washington State Department of Ecology in developing a strategy to return the Tacoma-Pierce County nonattainment area to attainment and the Agency's assistance has included a stakeholder process to identify and evaluate strategies for reducing emissions, implementing recommendations from the stakeholder process, and conducting public outreach to increase awareness and help change behaviors; and

WHEREAS, in December 2011, the stakeholders' recommendations were finalized in a report to the Agency and adopted by the Agency's Board of Directors in February 2012 by Resolution No. 1238. Such recommendations include the use of additional field inspectors and evening enforcement during first and second stage burn bans to minimize the increase in ambient concentrations of fine particulate due to solid fuel burning during meteorological conditions conducive to high fine particulate concentrations; and

WHEREAS, the Agency intends to increase enforcement consistent with the above to meet the National Ambient Air Quality Standard for fine particulate, and needs additional support to accomplish these goals; and

WHEREAS, Lakewood has personnel available within the nonattainment area during the winter season(s) and is well positioned to make observations in support of the Agency's enforcement of burn bans due to Lakewood's knowledge of the local community and familiarity with environmental inspections and enforcement; and

WHEREAS, the parties desire to enter into this Agreement to plan for burn ban enforcement and support as described herein;

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

1. **Purpose and Scope of this Agreement.** The purpose of this Agreement is to outline the responsibilities of the Agency and Lakewood regarding Lakewood's observations during stage one and stage two burn bans.

A. Duties of the Agency

The Agency shall:

1. Lead, coordinate, and implement the burn ban observation effort.

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2. In coordination with Lakewood, develop and implement a Detailed Work Plan (hereinafter "Work Plan") to guide Lakewood staff during bum bans. The Detailed Work Plan will describe: burn ban training content and schedule(s) for assigned Lakewood staff; Lakewood contacts for stage one or stage two burn bans; geographic areas for burn ban observation patrols; work shift schedule(s) for burn ban observation patrol(s); bum ban observation patrol procedures; procedures, including deadlines, to submit observation reports to the Agency; and any other details the Agency deems necessary to assure success of the bum ban patrol events. The Agency shall provide Lakewood a draft of the Detailed Work Plan by September 1, 2012. The Agency shall provide Lakewood the final Detailed Work Plan by October 1, 2012. The final Detailed Work Plan shall be agreed upon by the Agency and Lakewood.
3. Train Lakewood staff on conducting bum ban observations.
4. Supervise and provide work assignments to Lakewood staff for conducting bum ban observations and related activities. This shall include notifying Lakewood staff when and where patrols will occur.
5. Provide or approve all outreach materials distributed during or in relation to burn ban compliance inspections.
6. As deemed necessary by the Agency, provide equipment for inspections, including camera kits for burn ban observations made at night. The agency retains ownership of all equipment provided by the Agency to Lakewood under this Agreement. The Agency Administrator will use a log sheet or other similar tracking system to ensure that the Agency can track any loaned equipment and that it is properly returned to the Agency.
7. In accordance with Section 2, "Compensation," reimburse Lakewood up to \$14,875 in Agency Fiscal Year 2013 for performing certain duties described in Section 1(B) below.

B. Duties of Lakewood

Lakewood shall:

1. By September 1, 2012, provide the Agency Administrator with the names and contact information for each Lakewood staff person assigned to perform the duties as described in this Agreement.
2. Cooperate in creating the Detailed Work Plan as described in Section 1(A)(2) above, including in-person meetings with the Agency Administrator as necessary to draft the Detailed Work Plan. Lakewood shall provide comments on the draft to the Agency Administrator by e-mail by September 15, 2012.
3. By October 1, 2012, make all Lakewood staff assigned in Section 1(B)(1) available for all training(s) provided by the Agency.
4. To the best of its ability, assure all assigned Lakewood staff are made available to patrol during both stage one and stage two burn bans as directed by the Agency. The

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- assigned Lakewood staff shall be available on short notice (within 24 hours), and shall be available to work evenings, holidays, and/or weekends.
5. Implement the final agreed upon Detailed Work Plan. This includes ensuring all Lakewood staff follows all Agency procedures and processes for burn ban observations as described in the Detailed Work Plan, including but not limited to reporting of inspections with proper documentation.
 6. Give Agency equipment left in Lakewood's custody the same care provided similar property of its own. Agency equipment in Lakewood's custody shall remain in the possession of Lakewood for the time period specified by the Agency Administrator. Lakewood shall use the Agency provided tracking system to keep an inventory of the camera kits used for burn ban observations made at night.
 7. As directed by the Agency, distribute outreach materials provided by the Agency during or in relation to burn ban observations.
 8. Assign Lakewood staff to participate in phone calls and in-person meetings with the Agency Administrator and other Agency staff as needed and/or requested by the Agency.
 9. Support enforcement proceedings for notices of violation and/or civil penalties issued by the Agency based on information provided by Lakewood staff, including but not limited to participating in any related administrative appeals.
 10. Consistent with Section 2, provide monthly invoices and reports to the Agency identifying: staff hours expended to the nearest quarter hour, including overtime; vehicle mileage (with actual miles driven); and administrative costs.
 11. Provide quarterly reports to the Agency Administrator by e-mail on forms provided by the Agency. The quarterly reports shall include relevant information such as:
 - a. number of Lakewood staff who participated in each day of burn ban patrols;
 - b. number of observation reports submitted;
 - c. number of hours to the nearest quarter hour spent in the field, per individual, during burn ban compliance inspection patrols;
 - d. number of overtime hours (to the nearest quarter hour) worked by each individual;
 - e. number of actual miles driven during patrol;
 - f. geographic areas where burn ban patrols occurred; and
 - g. other information as requested by the Agency Administrator.
 12. Provide cell phones and computer access for Lakewood staff at no charge to the Agency.
 13. Provide vehicles for all work performed by Lakewood staff pursuant to this Agreement.
 14. Return all equipment back to the Agency by the date specified by the Agency Administrator.

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2. Compensation.

A. The parties understand and acknowledge that the actual number of burn ban days that may be designated by the Agency is unpredictable and cannot be determined in advance. This Agreement does not guarantee any minimum or certain number of burn ban days or any amount of work for Lakewood personnel. The Agency shall only pay for work conducted by Lakewood that is related directly to burn ban patrols conducted by Lakewood pursuant to this Agreement and for Lakewood staff time spent in training(s) pursuant to this Agreement.

B. The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$14,875. The funding for this Agreement is provided by the Per Capita Fund and is part of the Agency Fine Particulate/Nonattainment work plan for Fiscal Year 2013. The Agency shall pay Lakewood at the hourly rates listed in Attachment A, hereby incorporated by reference to this Agreement.

C. To obtain payment, Lakewood shall submit invoices monthly to the Agency. Submitted invoices shall include a breakdown of charges for each staff person by the hours worked (to the nearest quarter hour) showing task and/or subtask performed; the cost per hour including overtime rates; the number of actual miles driven; and the specific number of hours spent within a given billing period.

D. Submitted invoices may include indirect costs as described in this Agreement. Indirect costs include time spent on administrative tasks, such as billing and are calculated as a percentage of the salaries and benefits invoiced and cannot be based on equipment. Indirect costs shall not exceed 25% of the invoiced salaries and benefits.

E. The Agency shall reimburse expenses as identified in this paragraph or as authorized in advance by the Agency Administrator. Such expenses may include mileage for vehicles used directly for burn ban patrols at the current Internal Revenue Service (IRS) standard mileage rate. To receive reimbursement, Lakewood must identify on the submitted invoices a detailed breakdown of authorized expenses, identifying the nature of the expenses and the dates expenses were incurred.

F. Lakewood shall submit invoices to the Agency's Manager of Finance and Purchasing and upon satisfactory performance shall be paid within thirty (30) days after review and approval by the Agency Administrator. The final invoice must be submitted no later than ten (10) working days after the termination date of this Agreement.

G. Funding for work to be conducted after June 30, 2013 is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by Lakewood, and Lakewood shall not proceed to perform any work under this Agreement after June 30, 2013 until so authorized by the Agency Administrator.

3. Term. The effective date of this Agreement is September 1, 2012. 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 Agreement will be at the sole expense and risk of Lakewood. The termination date of this Agreement is June 30, 2013.

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

Lakewood	Agency
Administrator: Lt. Steve Mauer	Administrator: Kim Cole
City of Lakewood Community Safety and Resource Team	Puget Sound Clean Air Agency
6000 Main Street SW Lakewood, WA 98499	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253) 983-7853	Phone: (206) 689-4020
E-mail: smauer@cityoflakewood.us	E-mail: kimc@pscleanair.org

5. **Entire Agreement; Amendments.** This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. 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.

6. **Early Termination.** Either party may terminate this Agreement at any time with or without cause by giving a thirty (30) days 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 require Lakewood to deliver to the Agency any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

7. **Subcontracting.** Lakewood shall not 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 Lakewood to the Agency for any breach in the performance of Lakewood's duties.

8. **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.

9. **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.

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.

11. **Choice of Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington.

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12. Severability. The provisions of this Agreement are separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of this Agreement, or the validity of its application to other persons or circumstances.

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 LAKEWOOD

By: Paul Roberts
Paul Roberts
Board of Directors, Chair

By: Andrew Neiditz
Andrew Neiditz
City Manager

Date: 9/27/12

Date: 9-14-12

Attest:

Attest:

By: Craig T. Kenworthy
Craig T. Kenworthy
Executive Director

By: Alice Bush
Alice Bush
City Clerk

Date: 9/18/2012

Date: 9-18-12

Approved as to form:

Approved as to form:

By: Jennifer Dold
Jennifer Dold
Attorney

By: Heidi Wachter
Heidi Wachter
City Attorney

Date: 9/25/12

Date: 9/10/12



Puget Sound Clean Air Agency
 1904 3rd Ave., Ste 105
 Seattle, WA 98101

**Certification Regarding
 Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

ANDREW NEIDITZ, City Manager
 Typed Name & Title of Authorized Representative

Andrew Neiditz
 Signature of Authorized Representative

9/28/2012
 Date

I am unable to certify to the above statements. My explanation is attached.

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Attachment A of Agreement for Services No. 2013003-0-IAA

Lakewood Staff Hourly Rates:

Community Service Officer (CSO) Average Regular Hourly Wage (Officers: Connelly, McGinnis and Miller)

- Regular hours (8 hour shift beginning no earlier than 6AM and ending no later than 5PM, weekdays): \$31.76/hour.
- Overtime hours (hours in excess of 8 hours per weekday, or 5PM-6AM, and/or weekends, holidays): \$45.95/hour.

CSO Regular		CSO Overtime	
24.85		37.28	
1.19	Social Security Cost	1.78	Social Security Cost
1.89	Retirement	2.84	Retirement
0.36	Medicare	0.54	Medicare
0.10	Unemployment	0.15	Unemployment
1.37	L&I	1.37	L&I
2.00	Overhead	2.00	Overhead
\$31.76		\$45.95	

Code Enforcement Officer (CEO) Average Regular Hourly Wage (Officers: Price, Richards and Stauffer)

- Regular hours (8 hour shift beginning no earlier than 6AM and ending no later than 5PM, weekdays): \$37.38/hour.
- Overtime hours (hours in excess of 8 hours per weekday, or 5PM-6AM, and/or weekends, holidays): \$54.25/hour.

CEO Regular		CEO Overtime	
29.53		44.30	
1.41	Social Security Cost	2.11	Social Security Cost
2.25	Retirement	3.38	Retirement
0.43	Medicare	0.64	Medicare
0.12	Unemployment	0.18	Unemployment
1.64	L&I	1.64	L&I
2.00	Overhead	2.00	Overhead
\$37.38		\$54.25	