

Interlocal Agreement No. 2013008-0-IAA

AGREEMENT

This 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 **Pierce County**, (hereinafter referred to as "Pierce County" or the "County"), 2401 South 35th Street, Tacoma, WA 98409.

WHEREAS, the U.S. Environmental Protection Agency has designated a portion of Pierce County, including Tacoma, as not attaining the 24-hour health-based fine particulate ambient air quality standard; and

WHEREAS, the Board of Directors of the Agency has adopted the strategies recommended by the Tacoma-Pierce County Clean Air Task Force to reduce wood smoke pollution in the nonattainment area, which include enhanced enforcement of burn bans and required removal of uncertified wood stoves and inserts by a certain date; and

WHEREAS, the Agency is conducting community outreach in the Tacoma-Pierce County nonattainment area to raise awareness about the pollution-reducing strategies, promote and motivate public participation in associated programs such as the wood stove removal and replacement program, and call attention to the health impacts of fine particle pollution in wood smoke; and

WHEREAS, the Agency needs additional support to perform effective community outreach and education; and

WHEREAS, Pierce County has local connections within the nonattainment area and is uniquely positioned to assist with community outreach; and

WHEREAS, the Agency desires to enter into an Agreement with Pierce County to provide staff time for purposes of supporting community outreach and education in the Tacoma-Pierce County nonattainment area;

NOW, THEREFORE, the Agency and Pierce County mutually agree as follows:

1. **Purpose and Scope of this Agreement.** The purpose of this Agreement is to describe the responsibilities of the Agency and Pierce County for assistance with public outreach and engagement.

In December of 2009, the U.S. Environmental Protection Agency (EPA) designated a significant portion of Tacoma and other parts of Pierce County as nonattainment for the 24-hour, health-based fine particulate standard. The Agency is assisting the Department of Ecology in efforts to return

the area to attainment. These efforts include implementation of two primary strategies to reduce the concentration of fine particulate from wood smoke in the area: enhanced enforcement of air quality burn bans and required removal of uncertified wood stoves by a certain date in the future. The Agency will begin implementation of these strategies in the Fall of 2012. Critical to the success of these strategies will be the understanding and participation of people residing or working in the nonattainment area.

Through this Agreement, Pierce County agrees to assist and help guide public outreach and engagement around these strategies. Outreach activities will focus on key messages regarding promotion of general public awareness about the nonattainment problem (including pollution sources, health impacts and the planning process) and promotion of the two primary wood smoke pollution reduction strategies. The work envisioned to be covered by this Agreement will take place during the Agency's 2013 fiscal year.

A. Duties of the Agency

- 1) Lead, coordinate, and implement public education activities to increase awareness and change behavior in order to reduce wood smoke emissions from home heating devices.
- 2) Identify target audiences and provide guidance on key messaging and types of outreach activities necessary to reach those audiences.
- 3) Provide outreach materials such as brochures, fact sheets, talking points, presentations, programmatic materials, etc., as determined by the Agency to be necessary for delivering key messages to target audiences.
- 4) Provide for limited translation of materials or translators for outreach presentations as determined by the Agency to be necessary for delivering key messages to target audiences.
- 5) Host and provide content for the fine particulate nonattainment web site.
- 6) Update Pierce County outreach personnel on Agency outreach activities and other relevant efforts.
- 7) Reimburse Pierce County up to \$50,000 in FY13, in accordance with Section 2, "Compensation," for the County's performance of the duties described in Section 1.B, below.

B. Duties of Pierce County

- 1) Assist the Agency by identifying forums, events and other outreach opportunities.
- 2) Assist the Agency by presenting key messaging to a variety of audiences including but not limited to: business chambers, large employers, healthcare providers, regional planners, cities and towns, neighborhood groups and others.
- 3) Coordinate with the agency to promote key messages using effective communications tools, including writing and placing newsletter articles, distributing brochures and flyers, giving in-person presentation, and other methods as appropriate to the audience.
- 4) Attend no fewer than four events per month and assist with follow up activities identified by the Agency and Pierce County, unless otherwise agreed upon with the Agency.
- 5) Assist the Agency by providing to the Agency outreach feedback about the communities in the nonattainment area and recommending outreach strategies to achieve effective messaging.
- 6) Establish and maintain relationships with citizens and community leaders and assist them in advancing key messages in their communities.
- 7) Provide the Agency with recommendations on environmental justice needs, as they are identified.
- 8) Participate in bi-weekly phone calls or in-person meetings with the Agency project manager and/or the Agency's nonattainment team to update and inform on interactions and

information gathered, and stay abreast of other developments on the topic.

9) Consistent with Section 2, provide quarterly invoices and reports to the Agency detailing outreach information, staff hours, and administrative costs. Quarterly reports shall be submitted to the Agency Project Manager by e-mail and shall include relevant information such as: number of events and contacts made in reporting timeframe; summaries of key findings; key contact information for potential further outreach; and other information as deemed necessary by the Agency project manager.

10) Provide up to \$20,000 match for this agreement, to take the form of in-kind contribution of staff time during the term of this Agreement.

2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$50,000. The funding for this Agreement is provided by the Per Capita Fund and is part of the Agency Attainment work plan for Fiscal Year 2013.

To obtain payment, Pierce County shall submit invoices quarterly to the Agency. Submitted invoices should show time and material information. Charges should be broken down by: the hours worked; name of the person who performed the work; cost per hour; and specific number of hours spent within a given billing period.

Pierce County shall submit invoices to the Agency's Manager of Finance and Purchasing and upon satisfactory performance the Agency shall pay Pierce County 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 June 30, 2013.

The Agency shall pay reimbursement for actual travel and other expenses as identified in this paragraph or as authorized in advance by the Agency Project Manager as reimbursable. The total amount to be paid for authorized expenses shall not exceed \$2,000, which is included in the total amount to be paid pursuant to this Agreement, identified in this section as \$50,000. Such expenses may include transportation expenses and subsistence necessary during periods of required travel. Pierce County shall receive reimbursement for actual travel expenses at the current state travel reimbursement rates. To receive reimbursement, Pierce County must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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 Pierce County. The termination date of this Agreement is June 30, 2013.

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

Pierce County	Agency
Project Manager: Kathleen Larrabee	Project Manager: Melissa Paulson
Pierce County	Puget Sound Clean Air Agency
2401 South 35 th Street Tacoma, WA 98409	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253) 798-3628	Phone: (206) 689-4045
Fax: (253) 798-3680	Fax: (206) 343-7522

E-mail: klarrab@co.pierce.wa.us

E-mail: melissap@pscleanair.org

Quarterly invoices should be emailed to finance@pscleanair.org or mailed in hard copy to the Agency at the above address, ATTN: Karen Houser.

5. **Changes.** The parties may, from time to time, require changes in the scope of services performed under this Agreement or the terms to 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) 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 Pierce County and the Agency. Upon termination of this Agreement, the Agency, in addition to any other rights provided in this Agreement, may require Pierce County 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.** 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 County to the Agency for any breach in the performance of the County'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.

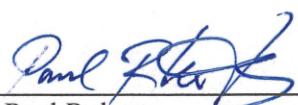
10. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations, and standards necessary for the performance of this Agreement.

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

PUGET SOUND CLEAN AIR AGENCY

PIERCE COUNTY

By:



Paul Roberts
Board of Directors, Chair

Date: 9/4/2012

By:



Dennis Hanberg
Director, Planning and Land Services

Date: 8/27/12

Attest:

By:



Craig Kenworthy
Executive Director

Date: 8/31/12

Approved as to Form:

By:



Laurie Halvorson
Director of Compliance and Legal

Date: 8/30/12



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.



Dennis Hanberg, Director, Planning and Land Services

Signature of Authorized Representative

Date



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

EPLS

Excluded Parties List System

**Search Results Excluded By
Firm, Entity, or Vessel : Pierce County
as of 08-Aug-2012 12:31 PM EDT**

Your search returned no results.