

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 **Snohomish County**, (hereinafter referred to as the "County"), 600 128th Street in Everett, WA 98208.

WHEREAS, scientific documentation shows that the increasing greenhouse gas pollution in the atmosphere surrounding earth is raising global temperatures. Washington State is especially vulnerable – our landscape, agriculture, and natural resources; and

WHEREAS, the Snohomish County Green Ribbon Task Force of Climate and Energy has determined citizens of Snohomish County will be impacted by climate change; and

WHEREAS, Snohomish County in partnership with Washington State University Extension and the University of Washington is developing the Carbon Masters Program;

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with Snohomish County for the purposes of Carbon Masters Training; and

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

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

1. **Purpose and Scope of this Agreement.** The Purpose of this Agreement is to engage and train volunteers on current climate change research and have these volunteers conduct community initiatives that inspire behavior change and greater civic engagement.

A. Duties of the Agency

- i. Participate in Advisory Board work for the Carbon Masters program as determined by the Agency.
- ii. Remit payment within 30 days of receipt of invoices that meet the requirements of Section 2 (Compensation) herein and this Agreement.
- iii. Provide feedback and input to Snohomish County on the Carbon Masters training, curriculum, and volunteer projects.

B. Duties of the County

- i. Conduct an 8-week Carbon Masters Training Program for 15 volunteers with 2 field trips using the County's Carbon Masters curriculum.
- ii. Convene an Advisory Board meeting in January 2011 and continue dialogue regarding project development with Board members.
- iii. Guide 35 volunteers in their community outreach and projects, which will total approximately 1,750 hours.
- iv. Reach 2,500 community members through 20 community projects.
- v. Prepare a final report on the experiences, lessons learned, and next steps after the Training Program is complete. This final report shall be completed and submitted to the Agency by June 15, 2011, and shall include the total

number of trainees, the total number of volunteer hours served by those trained, and a description of the outreach and project activities undertaken by the volunteers.

vi. Submit invoices to the Agency on a monthly basis.

2. **Compensation.**

- a. The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$8,000. The funding for this contract is provided by the Strategic Initiatives Fund and is part of the Agency Public Education & Outreach Work Plan (CMU11-Task C for Fiscal Year 2011).
- b. To obtain payment, the County shall submit invoices monthly to the Agency Project Manager. Submitted invoices should show time and material information. Charges should show name of the person who performed the work, cost per hour, and specific number of hours spent within a given billing period. Invoices shall be paid within 30 days after review and approval by the Project Manager. The final invoice must be submitted no later than 10 working days after the termination date (June 30, 2011).

3. **Subcontracting.** The County is authorized to subcontract with Washington State University for temporary employment help. The County shall not enter into any other subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval by the Project Manager. 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.

4. **Term.** The effective date of this Agreement is November 30, 2010. 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 the County.

The termination date of this Agreement is June 30, 2011.

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

County	Agency
Janet Jayne	Project Manager: Kimberley Cline
Snohomish County	Puget Sound Clean Air Agency
600 128 th Street Everett, WA 98208	1904 3 rd Avenue, Suite 105 Seattle, WA 98101
Phone: (425) 357-6003	Phone: (206) 689-4070
Fax: (425) 338-3994	Fax: (206) 343-7522
E-mail: janet.jayne@co.snohomish.wa.us	E-mail: kimberleyc@pscleanair.org


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


7. **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.
8. **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.
9. **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**

SNOHOMISH COUNTY

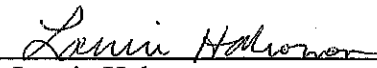
By: 
Craig T. Kenworthy
Executive Director

By:  **PETER B. CAMP**
Executive Director
for Aaron Reardon
Snohomish County Executive

Date: 1/4/11

Date: 12/22/10

Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal

Date: 1/03/11