

## 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 **Auburn School District**, (hereinafter referred to as the "Auburn School District"), 915 4<sup>th</sup> Street NE, Auburn, WA 98002.

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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 Auburn School District for the purposes of air quality monitoring; and

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

**NOW, THEREFORE**, the Agency and Auburn School District mutually agree as follows:

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

The purpose of this agreement is to allow the Agency to conduct air quality monitoring on the Auburn Pioneer Elementary School campus, and to allow the Agency to compensate the Auburn School District an amount that will offset the electrical costs to run monitoring equipment.

**A. Duties of Agency**

(i) The Agency shall, at its own cost and expense except as provided herein, install, operate, and remove one air quality monitoring station on Auburn School District property;

(ii) Prior to entering onto any Auburn School District campus property to install, operate, or remove the monitoring equipment, Agency staff shall check in with the campus office and acquire a visitor's pass which shall be displayed and visible at all times while on campus.

(iii) All equipment related to each station, and all data obtained from each station, is owned by the Agency. The Agency shall use established Standard Operating Procedures to allow the data to be shared by the general public on the Agency's website at: <https://secure.pscleanair.org/airgraphing>.

**B. Duties of Auburn School District**

(i) The Auburn School District shall, using its reasonable discretion, approve the air quality monitoring location, and materials used for construction of the air monitoring station.

(ii) The Auburn School District shall allow installation and use of the electrical power circuit to support the station, and shall allow the Agency to use the premises described in Appendix A. The cost of electricity to support the station is not expected to exceed \$100.00 per month. The Auburn School District shall allow the Agency to install a small blacktop path and section that will be the base for the monitoring station as described in Appendix A.

(iii) The Auburn School District shall allow monitoring staff who identify themselves to the central office of the school to visit the station for about 45 minutes about once every two weeks during normal business hours.

2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$6,000.00. The funding for this contract is provided by the agency monitoring budget.

To obtain payment, Auburn School District shall submit invoices quarterly to the Agency. Submitted invoices should show the months covered, and shall be \$100.00 per month. The cost of electricity to support the station is not expected to exceed \$100.00 per month.

Auburn School District shall submit invoices to the Agency's Manager of Finance and Purchasing and shall be paid within thirty (30) days 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.

4. **Term.** The effective date of this Agreement is the last 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 Auburn School District. The termination date of this Agreement is Five Years after the last date signed by both parties. If the Agency remains in possession of the Premises at the termination of this Agreement without a written Agreement, such tenancy shall be deemed month to month tenancy under the same terms and conditions.

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

Auburn School District	Agency
Randy Thomas	Project Manager: Matt Harper
915 4 <sup>th</sup> Street NE Auburn, WA 98002	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253) 931-4900 (office)	Phone: (206) 689-4009
Fax: N/A	Fax: (206) 343-7522
E-mail: <a href="mailto:rthomas@auburn.wednet.edu">rthomas@auburn.wednet.edu</a>	E-mail: <a href="mailto:matth@psccleanair.org">matth@psccleanair.org</a>

6. **Changes.** The parties may, from time to time, require changes in this Agreement. Only the Agency's Project Manager shall have the authority to negotiate changes on behalf of

the Agency. The parties shall mutually agree to the changes by written amendment to the Agreement.

7. **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.

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.

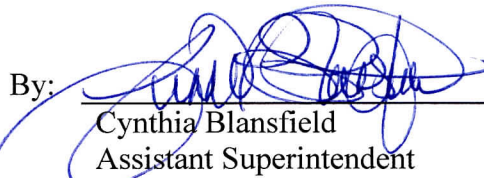
11. **Non-discrimination.** During performance of this Agreement, the parties shall comply with all federal, state and local nondiscrimination laws, regulations and policies, including but not limited to, Title VI of the Civil Rights Act and all implementing regulations.

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

**PUGET SOUND CLEAN AIR  
AGENCY**

**AUBURN SCHOOL DISTRICT**

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

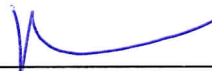
By:   
\_\_\_\_\_  
Cynthia Blansfield  
Assistant Superintendent

Date: 11/14/17

Date: 11-13-17

Attest:

Approved as to Form:

By:   
\_\_\_\_\_  
Jennifer A. Dold  
General Counsel

Date: 11/22/17

**APPENDIX A: The Premises**

