

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 North Kitsap Fire & Rescue, (hereinafter referred to as the "NKFR"), 26642 Miller Bay Road NE, Kingston, WA 98346, (360) 297-3619

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with NKFR for the purposes of installing and operating air quality micro-sensor monitors; and

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

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

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

A. Duties of Agency

- i.) The Agency shall, at its own cost and expense except as provided herein, install, operate, and remove four air quality micro-sensor monitors on NKFR property described in Appendix A. Prior to installing the station, the Agency must receive prior approval from the Public Information Officer (as defined herein).
- ii.) All equipment related to the station installed, and all data obtained from the station, is owned by the Agency.

B. Duties of City

- i.) NKFR shall, using its reasonable discretion, approve the air quality micro-sensor monitors locations.
- ii.) NKFR shall allow use of 1 existing electrical power receptacle and one WiFi data connection to support each monitor, and shall allow the Agency to use the premises described in Appendix A.

iii.) NKFR shall allow Agency staff access to the monitor location. Agency staff will visit the station for about 45 minutes approximately 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 for the initially defined term shall not exceed \$500. The funding for this contract is provided by the the monitoring site rent budget and is part of the Agency monitoring work plan for Fiscal Year 2019. The Agency shall pay rent at the rate of \$500 for the five month study period defined as October 1, 2018 through February 28, 2019.

As consideration for the City's performance under this Agreement, the Agency agrees to provide to NKFR the following: (a) a one hour air quality science program directed to a community group or fire department staff, and (b) copy of the data report from the air quality monitoring available to the public on <http://www.pscleanair.org/>

To obtain payment, NKFR shall submit an invoice to the Agency. Submitted invoices should show time and material information.

NKFR shall submit the invoice to the Agency's Manager of Finance and Purchasing and the Agency shall pay 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 the agreement.

3. **Term.** The effective date of this Agreement is October 1, 2018. 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 NKFR. The termination date of this Agreement is February 28, 2019. The term can be extended by mutual agreement of the parties in the form of a written amendment.

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

NKFR	Agency	Send invoices to:
Assistant Chief Sean Moran	Project Manager: Matt Harper	Finance Manager
North Kitsap Fire & Rescue 26642 Miller Bay Road NE, Kingston, WA 98346	Puget Sound Clean Air Agency 1904 Third Avenue, Suite 105 Seattle, WA 98101	Puget Sound Clean Air Agency 1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (360) 297-3619	Phone: 206-516-9025 (m) 206-689-4009 (o)	Phone: 206-689-4014
E-mail address: moran@nkfr.org	E-mail address: matth@pscleanair.org	E-mail address: finance@pscleanair.org

5. **Changes.** This Agreement may be amended only by written instrument properly signed by both parties hereto.

6. **Early Termination.** Either party may terminate this Agreement at any time with or without cause by giving a thirty day (30) written notice of such termination and by specifying the effective date of the termination. In case the lease is terminated early by either party, the rent will be pro-rated by calculating the time the space was occupied, and dividing by the total number of days in the term of 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. **Hold Harmless.** 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. **Property Damage/Loss.** The Agency acknowledges NKFR is not responsible for and assumes no liability for Agency property stored or placed on NKFR property that is lost, stolen or damaged.

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

By: Craig T. Kenworthy

Craig T. Kenworthy
Executive Director

Date: 9/17/18

**NORTH KITSAP FIRE &
RESCUE**

By:

(Name)

Date:

9/12/2018

Approved as to Form:

By:

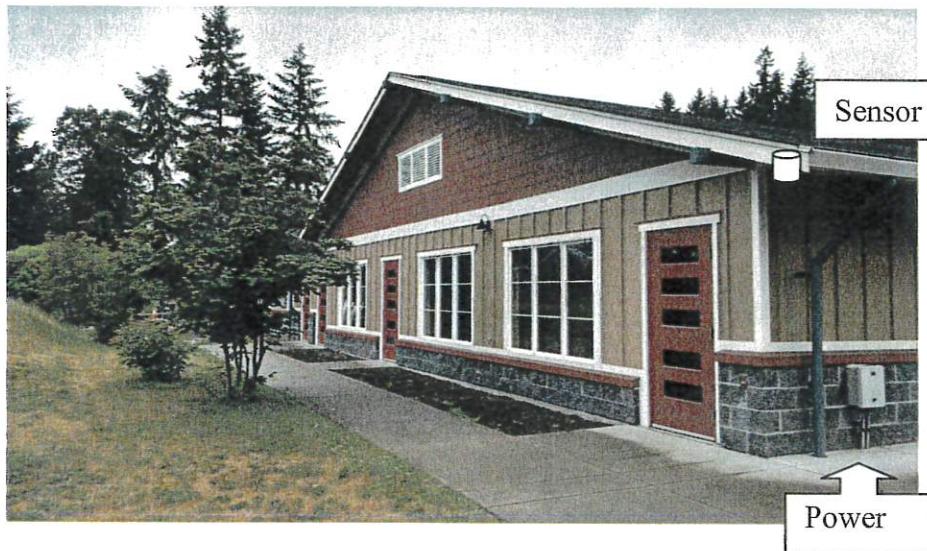
Jennifer Dold
Attorney

Date: 9/13/18

Appendix A: Monitoring locations NKFR

Location 1: Station 81

26642 Miller Bay Rd NE



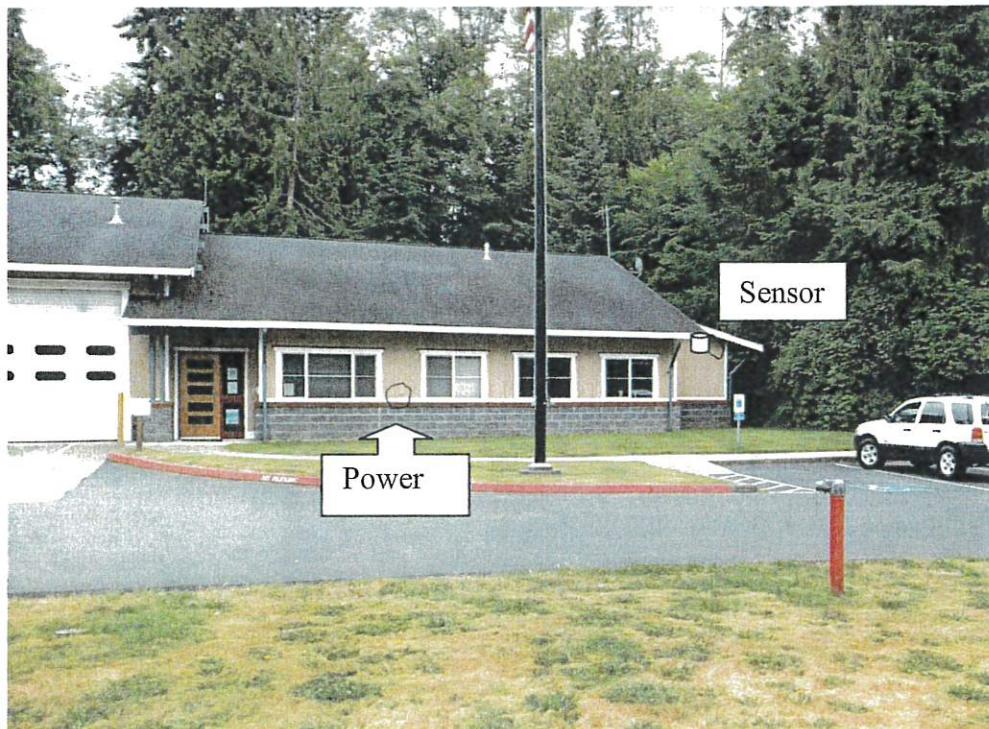
Location 2: Station 85

23260 South Kingston Rd NE



Location 3: Station 89

4911 Twin Spits Rd



Location 4 Station 87

35100 Little Boston Rd NE

