



IAA No. 08301701

INTERAGENCY AGREEMENT (IAA)

BETWEEN

THE STATE OF WASHINGTON, DEPARTMENT OF ECOLOGY

AND

PUGET SOUND CLEAN AIR AGENCY

THIS INTERAGENCY AGREEMENT is made and entered into by and between the DEPARTMENT OF ECOLOGY, hereinafter referred to as "ECOLOGY," and, the PUGET SOUND CLEAN AIR AGENCY hereinafter referred to as "PSCAA," pursuant to the authority granted by Chapter 39.34 RCW.

IT IS THE PURPOSE OF THIS AGREEMENT to provide laboratory services to PSCAA as authorized by sections RCW 39.34.080.

THEREFORE, IT IS MUTUALLY AGREED THAT:

1) STATEMENT OF WORK

ECOLOGY shall furnish the necessary personnel, equipment, material and/or service(s) and otherwise do all things necessary for or incidental to the performance of the work set forth in Appendix A, attached hereto and incorporated herein.

2) PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this IAA shall commence on August 30, 2017 and be completed on June 30, 2019 unless terminated sooner as provided herein.

3) PAYMENT

Compensation for the work provided in accordance with this IAA has been established under the terms of RCW 39.34.130 and in accordance with Governor's Executive Order 10-07. This is a performance-based contract, in which payment to the ECOLOGY is based on the successful completion of expected deliverables. The parties have determined that the cost of accomplishing the work herein will not exceed **\$5000.00**. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount. Compensation for services shall be based on the terms set forth in accordance with the tasks listed in Appendix A which is attached hereto and incorporated herein. PSCAA will not make payment until it has reviewed and accepted the completed work.

4) BILLING PROCEDURE

ECOLOGY will submit all invoices to the attention of the relevant PSCAA department at the appropriate address:

Name: Karen Houser, Finance Manager
Address: Puget Sound Clean Air Agency
1905 Third Ave, Suite 105
Seattle, WA 98101

Tel: 206 689-4036

Email: finance@psccleanair.org

Payment to ECOLOGY for the approved and completed work will be made within 30 days of receipt of properly completed invoice. Upon expiration of the Agreement, any claim for payment not already made shall be submitted within 30 days after the expiration date.

5) AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

6) ASSIGNMENT

The work to be 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, which consent shall not be unreasonably withheld.

7) DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, agreement terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8) GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Statement of Work and Budget; and
- c. Any other provisions of the Agreement, including materials incorporated by reference.

9) INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

10) RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

11) RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by the PSCAA. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

12) PROPRIETARY OR CONFIDENTIAL INFORMATION

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, Ecology shall maintain the confidentiality of PSCAA's information marked confidential or proprietary. If a request is made to view PSCAA's proprietary information, Ecology will notify PSCAA of the request and of the date that the records will be released to the requester unless PSCAA obtains a court order enjoining that disclosure. If PSCAA fails to obtain the court order enjoining disclosure, Ecology will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify PSCAA of any request(s) for disclosure for so long as Ecology retains PSCAA's information in Ecology records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by PSCAA of any claim that such materials are exempt from disclosure.

13) SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

14) TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

15) TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

16) WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

17) ALL WRITINGS CONTAINED HEREIN

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

18) CONTRACT MANAGEMENT

The representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The ECOLOGY Representative is: Alan Rue Washington Department of Ecology Manchester Environmental Laboratory 7411 Beach Drive East Port Orchard, WA 98366-8204 Phone: 360 871-8801 Email: arue461.ecy.wa.gov	The PSCAA Representative is: Matt Harper, Air Monitoring Lead Puget Sound Clean Air Agency 1905 Third Ave, Suite 105 Seattle, WA 98101 Phone: 206 689-4009 Email: matth@pscleanair.org
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IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of Ecology

Puget Sound Clean Air Agency

Carol J. Smith, by *Oliver S. Kopski*
Signature Date
Program Manager *10/3/17*

Carol J. Smith, Ph.D.
Program Manager
Environmental Assessment Program

Signature Date
[Signature] *9/7/17*

Craig Kenworthy
Executive Director
Puget Sound Clean Air Agency

Approved as to form:
State Attorney General's Office

APPENDIX A

Statement of Work and Budget

IAA 08301701:

Background:

PSCAA agrees to pay ECOLOGY's Manchester Environmental Laboratory (MEL) at a rate of \$50 per PM 2.5 filtered (weighed/analyzed).

Analyses:

PM 2.5

MEL billing name:

PM 2.5

Price per sample:

\$50.00