

## 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 Kitsap Regional Library, (hereinafter referred to as the "KRL"), 1301 Sylvan Way, Bremerton , WA 98310, (360) 405-9100

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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 KRL for the purposes of installing and operating air quality micro-sensor monitors; and

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

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**NOW, THEREFORE**, the Agency and KRL 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 six air quality micro-sensor monitors on KRL property described in Appendix A. Prior to installing the station, the Agency must receive prior approval from the Director of Community Relations (as defined herein).
- ii.) All equipment related to the station installed, and all data obtained from the station, is owned by the Agency.
- iii.) The Agency shall provide to KRL the following: (a) a one hour air quality science program directed to a community group or library staff, and (b) copy of the data report from the air quality monitoring available to the public on <http://www.pscleanair.org/>.

**B. Duties of KRL**

- i.) KRL shall, using its reasonable discretion, approve the air quality micro-sensor monitors locations.
- ii.) KRL 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.) KRL 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 \$1200. 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 \$300 per quarter for the twelve month (four quarter) study period initially defined as November 1, 2018 through October 31, 2019.

To obtain payment, KRL shall submit invoices quarterly to the Agency. Submitted invoices should show the months covered, and shall be \$100.00 per month.

KRL 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.

Funding for work to be conducted after June 30, 2019, is contingent upon approval of funding by the Agency Board of Directors. If funding is not authorized by the Board of Directors, the Agency shall follow early termination procedures under this agreement.

3. **Term.** The effective date of this Agreement is November 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 KRL. 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.

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

<b>KRL</b>	<b>Agency</b>	<b>Send invoices to:</b>
<i>Mark Hughes, Director of Community Relations</i>	Project Manager: <i>Matt Harper</i>	Finance Manager
<i>Kitsap Regional Library</i>	Puget Sound Clean Air Agency	Puget Sound Clean Air Agency
1301 Sylvan Way, Bremerton, WA 98310	1904 Third Avenue, Suite 105 Seattle, WA 98101	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (360) 475-9032	Phone: 206-516-9025 (m) 206- 689-4009 (o)	Phone: 206-689-4014
E-mail address: <a href="mailto:mhughes@KRL.org">mhughes@KRL.org</a>	E-mail address: <a href="mailto:matth@pscleanair.org">matth@pscleanair.org</a>	E-mail address: <a href="mailto:finance@pscleanair.org">finance@pscleanair.org</a>

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 sixty day (60) 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 based on the number of days in the month that the space was occupied times the daily rental rate.
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 KRL is not responsible for and assumes no liability for lost, stolen or damaged property stored or placed on KRL property.
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**

**KITSAP REGIONAL LIBRARY**

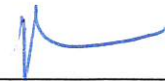
By:   
Craig T. Kenworthy  
Executive Director

By:   
(Name)

Date: 12/18/18

Date: December 6, 2018

Approved as to Form:

By:   
Jennifer Dold  
Attorney

Date: 12/18/18

**Appendix A: Monitoring locations KRL**

**Location 1: Poulsbo Branch**

700 NE Lincoln Road  
Poulsbo , WA 98370

**Location 2: Silverdale Branch**

3450 NW Carlton St.  
Silverdale , WA 98383

**Location 3: Bainbridge Island Branch**

1270 Madison Ave. N  
Bainbridge Island , WA 98110

**Location 4: Sylvan Way Branch**

1301 Sylvan Way  
Bremerton , WA 98310

**Location 5: Manchester Branch**

8067 E. Main St.  
Port Orchard , WA 98366

**Location 6: Kingston Branch**

26159 Dulay Rd NE  
Kingston , WA 98346

**Alternate Locations: Downtown Bremerton Branch, Port Orchard Branch, Little Boston Branch – these could be used in the case where we have problems placing a monitor or finding power at one of the above branches.**