

**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 **Olympic Region Clean Air Agency** (hereinafter referred to as “ORCAA”), 2940 Limited Lane, Olympia, WA 98502, **Northwest Clean Air Agency** (hereinafter referred to as “NWCAA”), 1600 S. 2<sup>nd</sup> St., Mt Vernon, WA 98273, **Spokane Regional Clean Air Agency** (hereinafter referred to as “SRCAA”), 1610 S Technology Rd, Spokane, WA 99224, **Lane Regional Air Protection Agency** (hereinafter referred to as “LRAPA”), 1010 Main St, Springfield, OR 97477, **Southwest Clean Air Agency** (hereinafter referred to as “SWCAA”), 5101 NE 82nd Ave, Suite 101 Vancouver, WA 98662, **Benton Clean Air Agency** (herein after referred to as “BCAA”), 526 S. Steptoe St., Kennewick, WA 99336, **Washington State Department of Health** (herein after referred to as “DOH”), 101 Israel Road Southeast Tumwater, Washington, 98501.

**WHEREAS**, The Agency wishes to partner with the Northwest subgroup of the Northwest Air Quality Communicators Group (a consortium of communicators from air quality agencies in Washington, Oregon, Idaho and British Columbia herein after “NWAQC”) to design, develop and launch a Request for Proposals (hereinafter “RFP”) to solicit responses from creative marketing agencies with robust technical capabilities who can help create, deliver, and facilitate shared communications to be used by the Northwest Air Quality groups in the Pacific Northwest region; and

**WHEREAS**, The Agency, ORCAA, SRCAA, NWCAA, LRAPA, SWCAA, BCAA, and DOH will serve as an executive committee for this project; and

**WHEREAS**, The Agency will administer the RFP and manage the selected creative marketing agency; and

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

**NOW, THEREFORE**, the Agency and ORCAA, SRCAA, NWCAA, LRAPA, SWCAA, BCAA, and DOH mutually agree as follows:

- 1 **Purpose of this Agreement.**
  - A. This agreement provides the mechanism for cost reimbursement as well as creates guidelines on how the Agency, ORCAA, SRCAA, NWCAA, LRAPA, SWCAA, BCAA, and DOH will work together. Collectively, the Agency and ORCAA, SRCAA, NWCAA, LRAPA, SWCAA, BCAA and DOH comprise the Executive Committee for this project. Collectively these entities are referred to herein as “Partner Agencies.”

- B. The primary objectives of this project are to provide input on contracted professional services to design and deliver new targeted messaging assets for air quality programs and a technical solution that enables the sharing of those assets and collaboration among air quality groups.

2 **Scope of this Agreement**

- A. Duties of Agency** - The Agency shall draft and post the RFP; choose the successful bidder(s); and manage the contract of the selected creative consulting agency. In addition, the Agency shall lead the Executive Committee, scheduling regular meetings—at least monthly-- and facilitating any needed decisions with the group during those meetings. The Agency is responsible for drafting and sending agendas, scheduling Executive Committee meetings, and sharing notes with action items and key decisions made back to the Executive Committee. The Agency will also share decisions made back with the creative agency so that they can incorporate those decisions in products. For substantive technical solution and creative content decisions, the Agency will call a vote of the Executive Committee and also carries one vote.
- B. Duties of Partner Agencies** The Partner agencies will serve as the Executive Committee. Partner agencies will participate in the selection of the creative consulting agency via the Agency's RFP process (participating in scoring and discussion). They will actively participate in regular Executive Committee meetings, providing their input and guidance on the development of creative content.
- C. Substantive technical solution and creative content decisions** For substantive technical solution and creative content decisions, partner agencies will discuss and vote at Executive Committee meetings, with a simple majority of a quorum carrying the decisions and each Agency having one vote. Agencies must be present at Executive Committee meetings in order to vote; if not present they will not have the opportunity to vote.

3 **Compensation.** Each entity identified below will contribute the specified amount identified below toward the implementation of this agreement.

- PSCAA: \$30,000 (Includes funding from DOH grant)
- ORCAA: \$5,000
- SRCAA: \$5,000
- NWCAA: \$5,000
- LRAPA: \$5,000
- SWCAA: \$5,000
- BCAA: \$1,000

Each entity identified above shall pay the amount identified above to the Agency by June 30, 2025. The Agency shall maintain all invoices related to this agreement and make them available to any Partner Agency upon request.

Funding for work to be conducted after July 1, 2025, is contingent upon approval of funding by the Agency Board of Directors.

4 **Term.** The effective date of this Agreement is **November 20, 2024**. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Agency. The termination date of this Agreement is December 31, 2025.

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

Interlocal No. 2025-015-0

Name	Agency	Title	Address	Phone	Fax	Email address	(Preferred) E-mail Invoices To
Phyllis McElroy	PSCAA	Communications Manager	1904 Third Avenue, Suite 105 Seattle, WA 98101	(206) 689-4077	(206) 343-7522	<a href="mailto:PhyllisM@psc.wa.gov">PhyllisM@psc.wa.gov</a>	N/A
Dan Nelson	ORCAA	Communications Manager	2940 Limited Lane NW, Olympia, WA 98502	(360) 539-7610 x111		<a href="mailto:Dan.nelson@orcaa.org">Dan.nelson@orcaa.org</a>	
Lisa Woodard	SRCAA	Communications/ Outreach Manager	1610 S. Technology Blvd., Ste. 101 Spokane, WA 99224	(509) 477-4727 x115		<a href="mailto:lwoodard@spokane-cleanair.gov">lwoodard@spokane-cleanair.gov</a>	Same
Seth Preston	NWCAA	Communications Program Manager	1600 S. 2 <sup>nd</sup> St., Mount Vernon, WA 98273	(360) 428-1617 x235	(360) 428-1620	<a href="mailto:sethp@nwcleanair.wa.gov">sethp@nwcleanair.wa.gov</a>	Same
Travis Knudsen	LRAPA	Executive Director	1010 Main St., Springfield, OR 97477	(541) 736-1056 x217		<a href="mailto:travis@lrapa.org">travis@lrapa.org</a>	Invoices@lrapa.org
Uri Papish	SWCAA	Executive Director	5101 NE 82 <sup>nd</sup> Ave. Ste. 101, Vancouver, WA 98662	(360) 574-3058 x112		<a href="mailto:uri@swcleanair.gov">uri@swcleanair.gov</a>	Same
Rob Rodger	BCAA	Executive Director	526 S. Steptoe St., Kennewick, WA 99336	(509) 783-1304 x102		<a href="mailto:Rob.rodger@bentoncleanair.org">Rob.rodger@bentoncleanair.org</a>	Same
Orly Stampfer	DOH	Interim Air Quality Unit Supervisor	101 Israel Road Southeast, Tumwater, WA 98501	(360) 742-1466		<a href="mailto:Orly.stampfer@doh.wa.gov">Orly.stampfer@doh.wa.gov</a>	Same

6 **Copyright Provisions.** All materials created pursuant to this agreement shall be jointly owned by the Partner Agencies, with each agency retaining equal rights and ownership in the materials, including right to use, modify, and distribute them without seeking further consent from the other parties. Sixty (60) days prior to the termination of this contract, the Executive Committee shall meet to determine the next leader of the committee and to decide the future administration, access, and maintenance of the shared tool (“technical solution”), including allocation of any remaining resources and responsibilities associated with its continued use and collaborative management.

7 **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.

8 **Termination.** Any 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. Upon termination of this Agreement, the Agency, in addition to any other rights provided in this Agreement, may require the **partner agencies** to deliver to the Agency any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated. Any monies left over after termination or expiration of this agreement shall be returned to each Partner Agency on a pro rata basis based upon the amount paid in 2 above.

9 **Subcontracting.** **No party** shall enter into subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval of the Agency. In no event shall the existence of any subcontract operate to release or reduce the liability of **partner agencies** to the Agency for any breach in the performance of their duties.

10 **Assignment.** The work provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by any party, in whole or in part, without the express prior written consent of the other parties.

11 **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.

12 **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.

**12. 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**

By:                     *Chrissy Cooley*                      
Christine Cooley  
Executive Director  
Puget Sound Clean Air Agency  
Date: \_\_\_\_\_

**OLYMPIC REGION CLEAN AIR AGENCY**

By:                     *Jeff Johnston*                      
Jeff Johnston  
Executive Director  
Olympic Region Clean Air Agency  
Date: \_\_\_\_\_

Signature affixed per email of 11/21/2024

**SPOKANE REGIONAL CLEAN AIR AGENCY**

By: \_\_\_\_\_  
April Westby  
Executive Director  
Spokane Regional Clean Air Agency  
Date: \_\_\_\_\_

13 **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**

By: \_\_\_\_\_  
Christine Cooley  
Executive Director  
Puget Sound Clean Air Agency  
Date: \_\_\_\_\_

**OLYMPIC REGION CLEAN AIR AGENCY**

By: \_\_\_\_\_  
Jeff Johnston  
Executive Director  
Olympic Region Clean Air Agency  
Date: \_\_\_\_\_

**SPOKANE REGIONAL CLEAN AIR AGENCY**

By: **April Westby** Digitally signed by April Westby  
Date: 2024.12.04 08:04:20  
-08'00' \_\_\_\_\_  
April Westby  
Executive Director  
Spokane Regional Clean Air Agency  
Date: \_\_\_\_\_

**NORTHWEST CLEAN AIR AGENCY**

By: **Mark Buford** Digitally signed by Mark Buford  
Date: 2024.12.05 11:58:36  
-08'00'  
\_\_\_\_\_  
Mark Buford  
Executive Director  
Northwest Clean Air Agency  
Date: \_\_\_\_\_

**LANE REGIONAL AIR PROTECTION AGENCY**

By: \_\_\_\_\_  
Travis Knudsen  
Executive Director  
Lane Regional Air Protection Agency  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Howard Saxion  
Board Chair  
Lane Regional Air Protection Agency  
Date: \_\_\_\_\_


**SOUTHWEST CLEAN AIR AGENCY**

By: \_\_\_\_\_  
Uri Papish  
Executive Director  
Southwest Clean Air Agency  
Date: \_\_\_\_\_

**NORTHWEST CLEAN AIR AGENCY**

By: \_\_\_\_\_  
Mark Buford  
Executive Director  
Northwest Clean Air Agency  
Date: \_\_\_\_\_

**LANE REGIONAL AIR PROTECTION AGENCY**

By:  \_\_\_\_\_  
Travis Knudsen  
Executive Director  
Lane Regional Air Protection Agency  
Date: 30 January, 2025

By:  \_\_\_\_\_  
Howard Saxion  
Board Chair  
Lane Regional Air Protection Agency  
Date: 30 JAN 2025

**SOUTHWEST CLEAN AIR AGENCY**

By: \_\_\_\_\_  
Uri Papish  
Executive Director  
Southwest Clean Air Agency  
Date: \_\_\_\_\_

**NORTHWEST CLEAN AIR AGENCY**

By: \_\_\_\_\_  
Mark Buford  
Executive Director  
Northwest Clean Air Agency  
Date: \_\_\_\_\_

**LANE REGIONAL AIR PROTECTION AGENCY**


By: \_\_\_\_\_  
Travis Knudsen  
Executive Director  
Lane Regional Air Protection Agency  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Howard Saxion  
Board Chair  
Lane Regional Air Protection Agency  
Date: \_\_\_\_\_

**SOUTHWEST CLEAN AIR AGENCY**

By: **Uri Papish** Digitally signed by Uri Papish  
Date: 2025.01.14 10:51:44  
-08'00'  
\_\_\_\_\_  
Uri Papish  
Executive Director  
Southwest Clean Air Agency  
Date: 1/14/25

**BENTON CLEAN AIR AGENCY**

By:  \_\_\_\_\_  
Rob Rodger  
Executive Director  
Benton Clean Air Agency  
Date: \_\_\_\_\_

Signature affixed per email of 11/20/2024

**WASHINGTON STATE DEPARTMENT  
OF HEALTH**

By: \_\_\_\_\_  
Frank Welby  
WA Department of Health  
Date: \_\_\_\_\_

Form No. 61-200 (Rev. 05/24)


Approved as to Form:

By: \_\_\_\_\_  
Jennifer A. Dold  
General Counsel  
Puget Sound Clean Air Agency  
  
Date: \_\_\_\_\_


**BENTON CLEAN AIR AGENCY**

By: \_\_\_\_\_  
Rob Rodger  
Executive Director  
Benton Clean Air Agency  
Date: \_\_\_\_\_

**WASHINGTON STATE DEPARTMENT OF HEALTH**

By:   
Frank Webley  
WA Department of Health  
Date: 12/31/24

Form No. 61-200 (Rev. 05/24)

Approved as to Form:  
By:   
Jennifer A. Dold  
General Counsel  
Puget Sound Clean Air Agency  
Date: 2/10/25