

MEMORANDUM OF AGREEMENT
BETWEEN
THE OLYMPIC REGION CLEAN AIR AGENCY
AND
THE CITY OF SHELTON

This Memorandum of Agreement (MOA) is made and entered into this 1st day of April, 2011, between the Olympic Region Clean Air Agency (hereafter "ORCAA") and The City of Shelton and is adopted to enable operation of an ambient air quality monitoring station at the Public Safety Building (hereafter "PSB"), located 122 W. Franklin, Shelton, WA.

1.0 Purpose

ORCAA seeks to monitor, evaluate and respond to air quality conditions and trends in Shelton and Mason County. ORCAA is therefore seeking support from the City of Shelton for continuation of the ambient monitoring program.

2.0 Objectives

The objectives of this MOA are to:

- 2.1 Describe the air monitoring activities at the PSB performed by ORCAA,
- 2.2 Outline responsibilities of City of Shelton and ORCAA and,
- 2.3 Outline liability

3.0 Agreement and Responsibilities

3.1 ORCAA Responsibilities:

- 3.1.1 Purchase, install and maintain the instrumentation and monitoring facility at the PSB;
- 3.1.2 Record continuous fine particulate (PM2.5) observations.

- 3.1.3 Plan, document and execute all quality assurance activities for the City of Shelton site equipment, including regular maintenance procedures.
- 3.1.4 Post and display all meteorological and air quality monitoring data on websites at ORCAA with real-time data access.

3.2 City of Shelton Responsibilities:

- 3.2.1 City of Shelton will allow ORCAA representative's reasonable access to PSB for the installation, maintenance, and routine air monitoring activities.
- 3.2.2 City of Shelton will provide an agreed upon location for placement of air monitoring equipment
- 3.2.3 City of Shelton will provide 110V electrical outlets for equipment.

4.0 Payment

- 4.1 ORCAA will provide monetary compensation for use of facilities and electricity at PSB in the amount of \$360 annually; payments will be distributed twice annually.

5.0 General Provisions

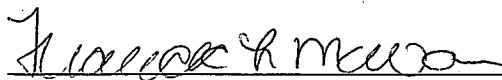
Both parties hereby agree to the following provisions:

- 5.1 Any damages(s) to the City of Shelton facilities or natural resources caused by the direct activities at the site will be the direct responsibility of ORCAA.
- 5.2 This agreement may be terminated by either party by giving written notice at least thirty (30) days prior to the effective date of termination.
- 5.3 This agreement shall not be valid until signed by an authorized representative from both parties.
- 5.4 This MOA shall be in effect once the signed copy is returned to City of Shelton, and will be effective through December 31, 2012.

The primary contact for the City of Shelton shall be Curt Johnson, Facilities Manager, at (360) 490-4544.

The primary contact for ORCAA shall be Mark Moore, Network Specialist/Monitoring Specialist, at (360) 539-7610, extension 114.

Olympic Region Clean Air Agency



4/2/11

Francaea McNair, Executive Director

Date

City of Shelton



4/1/2011

Public Works Director

Date

EVIDENCE OF COVERAGE**INSURED/PARTICIPANT:**

Olympic Region Clean Air Agency
 2940-B Limited Ln NW
 Olympia, WA 98502

Memorandum # 2011-00- 389

CERTIFICATE HOLDER:

City of Shelton
 122 West Franklin
 Shelton, WA 98584

This is to certify that the Memorandum of Coverage has been issued to the the Member named above for the period indicated.

EFFECTIVE: September 1, 2010 to September 1, 2011

COVERAGE:**LIMIT****Comprehensive General Liability**

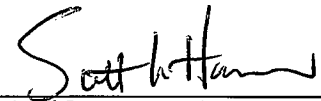
General Liability	\$ 1,000,000
Professional Liability	\$ 1,000,000
Personal Liability	\$ 1,000,000

Auto Liability

Combined Single Limit	\$ 1,000,000
Hired and Non-Owned Auto Coverage	\$ 1,000,000
Temporary Substitute Auto Coverage	\$ 1,000,000

Evidence of Coverage in respects to monitoring site located at 122 West Franklin, Shelton, WA 98584. Coverage shall not be cancelled without 30 days prior notice to the certificate holder.

The Evidence of Coverage does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Authorized Representative
 4/1/2011

endurisTM
 WASHINGTON

P.O. Box 19330 - Spokane Washington - 99219-9330
 Tel. (509) 838-0910 - Toll Free (800) 462-8418 - Fax (509) 747-3875