

**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 28TH day of November, 2012, 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, 2013.

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

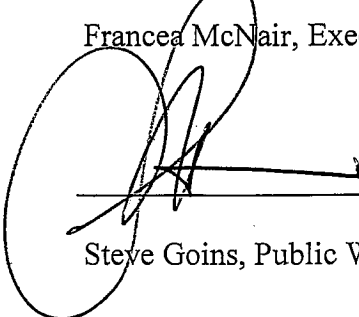
The primary contact for ORCAA shall be Mark Moore, Network Administrator/Monitoring Specialist, at (360) 539-7610, extension 114.

Olympic Region Clean Air Agency

 11/7/2012

Francea McNair, Executive Director Date

City of Shelton

 11/20/2012

Steve Goins, Public Works Director Date

BINDER

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

Memorandum # 2013-00-389


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

EFFECTIVE: September 1, 2012 to September 1, 2013

COVERAGE:	LIMIT
Comprehensive General Liability	
General Liability	\$10,000,000
Professional Liability	\$10,000,000
Personal Liability	\$10,000,000
Auto Liability	
Combined Single Limit	\$10,000,000
Hired and Non-Owned Auto Coverage	\$10,000,000
Temporary Substitute Auto Coverage	\$10,000,000
Employment Practices Liability	
Aggregate Per Member	\$10,000,000
Public Officials Errors and Omissions Liability	
Each Wrongful Act	\$10,000,000
Aggregate Per Member	\$10,000,000
Terrorism Liability	
Terrorist Liability	\$500,000
Aggregate for Pool; distribution per Enduris Board	\$1,000,000
Automobile Physical Damage	Per Schedule on File with Enduris
Property/Mobile Equipment.Boiler and Machinery	
Property	Replacement Cost on File with Enduris
Mobile Equipment	Per Schedule on File with Enduris
Boiler & Machinery	Per Schedule on File with Enduris
Named Position Coverage	Per Schedule on File with Enduris
Employee Dishonesty Blanket Coverage with Faithful Performance of Duty	
Per Occurance	\$ 2,500
Aggregate	\$ 2,500

Deductible -

Selected member deductible on file applies to all coverage.
Limits are "per occurrence" unless otherwise noted.


Authorized Representative
Chief Operating Officer
August 29, 2012


enduris
WASHINGTON

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