

INTERLOCAL COOPERATION AGREEMENT BETWEEN  
SPOKANE COUNTY LIBRARY DISTRICT AND SPOKANE REGIONAL CLEAN AIR AGENCY  
*For a PurpleAir Sensors Partnership Project*

1. Parties.

This Interlocal Cooperative Agreement, referred to herein as "Agreement," is entered into by and between Spokane County Library District, referred to herein as "SCLD," and Spokane Regional Clean Air Agency, referred to herein as "SRCAA," both Washington special purpose districts, pursuant to RCW 39.34.

2. Purpose.

The purpose of this Agreement is to identify the roles and responsibilities of each party related to the purchase, ownership, installation, and maintenance of two SRCAA-owned PurpleAir sensors to be placed on SCLD premises.

3. Term.

This Agreement shall commence upon execution by the parties ("Effective Date") and continue in full effect, unless otherwise terminated as provided herein, for five (5) years from the Effective Date. Thereafter, unless terminated as provided herein, the Agreement shall be extended for one-year terms, terminated in accordance with the termination provision(s) herein.

4. SRCAA Rights and Responsibilities.

SRCAA will purchase and maintain ownership of two PurpleAir sensors to be placed at branch locations determined by and in consultation with SCLD. SRCAA will register the sensors, install, and maintain the sensors, and provide any necessary training to SCLD staff. In addition, SRCAA will coordinate with SCLD for educational opportunities to tie-in with the air quality sensor operation and air quality data.

5. SCLD Rights and Responsibilities.

SCLD will host the PurpleAir sensors at two branches they determine and in consultation with SRCAA. SCLD will provide the location, power, and Wi-Fi internet connection. SCLD will notify SRCAA when and if the sensors need to be relocated to another branch. In addition, SCLD will coordinate with SRCAA for educational opportunities, consistent with SCLD policies and mission, to tie-in with the air quality sensor operation and air quality data.

6. Indemnification.

SRCAA shall defend, indemnify, hold and save harmless SCLD, its agents, representatives, directors, and employees ("Indemnitees") from all loss, damage, liability, claims, allegations, demands, suits, causes of action, settlements, judgments, or expenses (including attorney fees and all expenses of litigation), (each and all, hereinafter, "Claim"), resulting from any actual or alleged injury or death of any person, or from any actual or alleged loss of or damage to any real or personal property, caused by or resulting from any act or omission by SRCAA and its employees, agents, and contractors occurring in, on or about the Premises, or arising out of SRCAA's and its employees, agents, and contractors use or possession of the Premises. This agreement to defend, indemnify and hold harmless shall be triggered upon the assertion of any Claim against any Indemnitee within the scope of SRCAA's said defense, indemnification and hold harmless obligations. In the event an underlying claim that otherwise falls within the defense, indemnification, and hold harmless obligations of this Agreement is asserted against SCLD by an employee of SRCAA, SRCAA hereby knowingly and specifically waives any RCW Title 51 worker's compensation immunity defenses that otherwise might have been available to it; and the parties hereby acknowledge that, by their authorized signatures below, this waiver of RCW Title 51 immunity has been specifically and mutually negotiated.

## 7. Rights and Responsibilities of Both Parties.

### 7.1 Compliance with Rules and Laws.

The parties shall comply with all laws, ordinances, and regulations of governmental bodies applicable to their activities as well as applicable local policies and procedures. SCLD property is a tobacco free, drug free, and weapon free environment. All persons shall conform to this policy at all times while on SCLD premises.

### 7.2 Cooperation/Communication.

The parties acknowledge that regular ongoing communication is vital to the success of this Agreement. The parties agree to stay in communication throughout the term of this Agreement as requested by either party.

### 7.3 No Dual Employment.

Nothing contained in this Agreement, or related documents, shall be construed as creating any form of an employment relationship between SCLD and SRCAA or the agents, officers, volunteers, contractors, or employees of SRCAA. The officers, agents, employees, contractors, or volunteers of SRCAA shall not be entitled to any rights or privileges of employment with SCLD. SRCAA assumes exclusive responsibility for any and all actions, rights and obligations of its officers, agents, employees, contractors, or volunteers. SCLD employees do not, by this Agreement, become agents or employees of SRCAA. Accordingly, SCLD employees shall not be entitled to any rights and privileges established for employees of SRCAA, such as vacation, sick leave with pay, paid days off, life, accident and health insurance or severance pay upon termination of this Agreement.

### 7.4 Nondiscrimination/Anti-Harassment.

In the performance of this Agreement, the parties assure compliance with local, state, and federal guidelines and regulations regarding nondiscrimination and harassment involving any employee/student on the basis of race, color, gender, religion, national origin, creed, marital status, age, sexual orientation, gender expression or identity, pregnancy, veteran status or the presence of any sensory, mental, physical or mental disability, or other legally protected status in employment, services, or any other benefits under the Agreement.

### 7.5 Damage to Property.

Each party shall be responsible to the other for damage caused by one party and its employees and agents to the property owned by the other party. Each party shall be responsible to replace or provide fair market value for the damaged property to the satisfaction of the party who owned the property. Each party shall be responsible to protect buildings and grounds from damage and shall be responsible for cleaning up property used by that party. Damage to SRCAA property by a third party who is not an employee or agent of SCLD shall be the responsibility of SRCAA. This paragraph shall not apply to normal wear and tear associated with the placement and use of the air sensor equipment.

## 8. Assignment/Binding Effect.

Performance of any or all aspects of this Agreement may not be assigned without written authorization by the other party. Likewise, neither party may assign their respective rights to any claims or actions arising out of or relating to this Agreement without written authorization.

## 9. Integration/Modification.

This Agreement constitutes the entire and exclusive agreement between the parties regarding this matter and no deviations from its terms shall be allowed unless a formal, written, mutual agreement is

executed by the parties.

10. Termination/Written Notice.

Either party may terminate this Agreement, without cause, upon thirty (30) days written notice sent via certified mail or personal delivery to the other party. Such notice is effective upon personal delivery or three (3) business days following mailing. Such notice shall be sent to the parties as follows:

SCLD: Doug Stumbough, Operations Director  
Spokane County Library District, 4322 N. Argonne Rd., Spokane, WA 99212

SRCAA: Lisa Woodard, Communications & Outreach Manager  
Spokane Regional Clean Air Agency, 1610 S. Technology Blvd., Spokane, WA 99224

11. Waiver of Breach/Default.

No waiver of any breach of any term of this Agreement shall be construed, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless it is in writing and signed by the parties waiving the breach.

12. Severability.

If any provision of this Agreement is determined to be invalid or ultra vires under any applicable statute or rule of law, it is to that extent to be deemed omitted and the balance of the Agreement shall remain enforceable.

13. Mandatory Dispute Resolution Procedure.

In the event a dispute shall arise regarding the terms, conditions, or alleged breach of this Agreement, the parties shall, as a condition precedent to filing any legal action, mediate the dispute in Spokane County using the services of a mutually agreed upon independent mediator. The parties shall share equally the expenses of the mediator and the facility for the mediation. Each party shall otherwise pay its own expenses.

14. Attorneys' Fees and Costs.

In the event legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties shall be required to mediate their dispute(s) prior to legal action being commenced in accordance with Paragraph 13. After mediation has occurred, the prevailing party in any legal action shall be entitled to recover reasonable attorneys' fees and costs incurred in such legal action, as determined by the court. In the event of any appeals from such actions, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred in such appeals, as determined by the court(s). The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with discovery depositions, expert witness fees, and out-of-pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this paragraph, the term "action" shall be deemed to include any proceeding commenced in the bankruptcy courts of the United States.

15. Governing Law Venue.

The terms of this Agreement shall be governed by the laws of the State of Washington. In the event that legal action is commenced to resolve a dispute arising out of this Agreement, the venue of such action shall be in the Spokane County Superior Court in and for the State of Washington.

16. Authority to Sign and Obligate.

The undersigned represent and warrant they are authorized to enter into this Agreement on behalf of the parties.

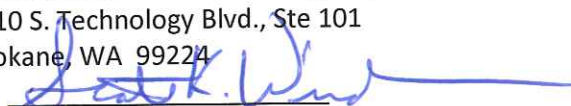
SCLD: Doug Stumbough, Operations Director  
Spokane County Library District, 4322 N. Argonne Rd., Spokane, WA 99212

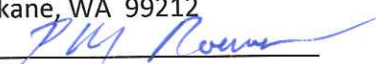
SRCAA: Scott Windsor, Executive Director  
Spokane Regional Clean Air Agency, 1610 S. Technology Blvd., Suite 101, Spokane, WA 99224

17. Effective Date of Agreement.

This Agreement shall not become effective unless and until it is properly executed by the parties.

DATED this 20th day of July 2021.

By:  
Spokane Regional Clean Air Agency  
1610 S. Technology Blvd., Ste 101  
Spokane, WA 99224  
By: 

By:  
Spokane County Library District  
4322 N Argonne Rd.  
Spokane, WA 99212  
By: 

Name: Scott Windsor  
Title: Executive Director  
Date: 8.3.2021

Name: Patrick Roewe  
Title: Executive Director  
Date: 7/23/2021