

Memorandum of Understanding
Between
Washington Department of Ecology
Air Quality Program
And
City of Everett

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the Washington Department of Ecology, Air Quality Program (hereinafter referred to as WDOE) and City of Everett (hereinafter referred to as EVERETT).

The purpose of this MOU is to agree in principle to cooperate and use shared resources in the siting and operation of an ambient air monitoring sensor for the purpose of providing air quality information to the public.

II. STATEMENT OF MUTUAL BENEFITS AND INTERESTS

WDOE is the state agency responsible for management of air quality and has the responsibility to monitor and report ambient air quality conditions to the public.

WDOE will generate publicly available data from the monitoring site. The collection of additional monitoring data from this site will expand the available information on air quality conditions in the area.

EVERETT may make use of this data for public health information and protection.

III. GENERAL ROLES

In consideration of the mutual benefits that will accrue to WDOE and EVERETT, the parties agree to the following general roles and responsibilities:

WDOE agrees to:

- 1) Site, install, operate and maintain an ambient air quality monitoring sensor at exterior of Fire Station 1 as designated by Fire Chief or designee.
- 2) Provide Air Quality Index (AQI) data collected by this sensor to the public via WDOE's website and the U.S. Environmental Protection Agency's AirNow system.
- 3) Maintain all equipment associated with the ambient air quality monitoring sensor that is owned by WDOE in sufficient operating condition to ensure the collection of air quality data. Should WDOE-owned equipment assigned to this project incur damage or loss, or require modification or repair, WDOE will ensure modification, repair, and/or replacement of such equipment at its own cost.

EVERETT agrees to:

- 1) Provide a suitable site for an ambient air quality monitoring sensor with utility services included at the designated Fire Station.
- 2) Provide WDOE personnel with authorization and unrestricted access to the site between the hours of 8:00 a.m. and 5:00 p.m.
- 3) Take reasonable steps to prevent disturbances to WDOE-owned equipment unless prior notification is provided to WDOE personnel.

IV. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

- 1) Each party to this agreement shall be solely responsible for any injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any third party.
- 2) This agreement in no way restricts EVERETT or WDOE from participating in similar activities with other public or private agencies, organizations, and individuals.
- 3) Nothing in this agreement shall be construed as obligating either party to expend funds or to make any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this purpose.
- 4) Modifications within the scope of this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being effective.
- 5) Either party(s), in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration provided that written notice is sent to the other party at least 60 calendar days prior to the termination date.
- 6) This agreement shall be effective upon execution by both parties and shall remain in effect for a period of 3 years unless otherwise modified. This agreement can be extended if mutually agreed to by both parties.

The principal contacts for this instrument are:

Dave DeMarco
City of Everett
2801 Oakes Ave
Everett, WA 98201

Jill Schulte
Washington Department of Ecology
PO Box 47600
Olympia, WA 98504-7600
(360) 790-6538

In Witness whereof, the parties hereto have executed this MOU as of the last date written below:

10/4/2024

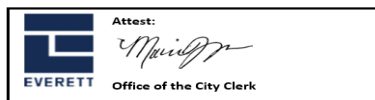
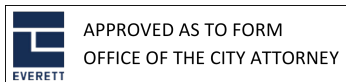


Date Sean Lundblad
 Technical Services Section Manager
 Air Quality Program
 Washington Department of Ecology

11/14/2024



Date Cassie Franklin
 Mayor
 City of Everett













Washington Dept of Ecology Air Qualify Sensor MOU_11.12.2024_SD

Final Audit Report

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Agreement completed.

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