

Attachment A

INTERLOCAL AGREEMENT BETWEEN WASHINGTON STATE UNIVERSITY AND THE NORTHWEST SEAPORT ALLIANCE REGARDING AIR QUALITY MODELING STUDY

This Interlocal Agreement (“ILA”) is entered into this 6th day of November 2018 by and between Washington State University, a public university in the State of Washington (hereinafter the “WSU”), an institution of higher education and an agency of the state of Washington, and the **Northwest Seaport Alliance**, a Washington municipal corporation (“NWSA”), (collectively “Parties”) in consideration of the mutual covenants contained herein. The Parties hereby recite and agree as follows:

RECITALS

1. WHEREAS, The NWSA is charged by state statute with a mission of furthering economic development and chooses to do so in an environmentally responsible manner. To that end, the NWSA has integrated environmental stewardship into all aspects of the organization, including development activities, ongoing operations, and the operations of its customers; and
2. WHEREAS. The purpose of this ILA is to complete an air quality modeling study to assess air pollution related health risk associated with emissions associated with NWSA operations (“Air Study”). The Air Study work will be performed according to the agreed upon scope of work; and
3. WHEREAS, WSU has requested and the expressly subject to the terms herein, NWSA agrees to provide a not to exceed amount of \$130,823 for labor, equipment, facilities, and services to complete the Air Study. This amount will be provided in two payments of \$65,412, one in December 2018 and the other in May of 2019 upon project completion; and
4. WHEREAS, The NWSA finds the requested contribution meets the NWSA’s mission to develop, grow, and operate in an environmentally responsible manner as follows:
 - a. The Air Study will assess the public’s exposure to port-related air emission in the Puget Sound region. This analysis demonstrates the NWSA’s commitment to understanding how their operations impact their funding constituencies from Pierce and King Counties; and
 - b. Results of this Air Study will inform and further inform the update of the Northwest Ports’ Clean Air Strategy, which is a policy document that guides air quality programs at the NWSA. This Air Study will allow the NWSA and other strategy partners to target the sources of air emissions that pose the largest impact to health for the communities in which they operate.

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, and in consideration of the mutual benefits and covenants described herein, the Parties agree as follows:

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1. SCOPE OF WORK.

The WSU Ports Air Pollution Exposure Study Project will use state of the art modeling techniques to assess the effect on citizens in the Puget Sound region to port-related air emissions. The Air Study will consist of the following elements.

- Task 1: Adapt existing emissions inventory data to create inputs for the air quality modeling framework.
- Task 2: Run the air quality model using these inputs to assess the air emission concentrations that result from-port related sources in the Puget Sound Region.
- Task 3: Assess the exposure of the population in the Puget Sound Region to air emissions from port-related sources.
- All as described in the agreed upon scope of work that has been reviewed by WSU and NWSA, as attached hereto as **Attachment A**.

A. Duties of WSU

Task 1: Adapt emissions inventory to create model inputs.

WSU will work with the NWSA to create the emission inputs for the model. WSU will incorporate updated, spatially-resolved ocean-going vessel and harbor craft emissions into the model framework, which will be provided in a form that is ready to be input to the model. The NWSA will facilitate the delivery of these emissions data. WSU will scale existing emissions within the model for heavy-duty on road trucks, locomotives, and cargo handling equipment based on guidance from the NWSA. Once emissions estimates have been finalized, emission maps will be generated for each source category to visually portray the spatial distribution of emissions.

Deliverable Dates for Task 1: WSU will complete task 1 by December 31, 2018

Task 2: Run AIRPACT and PORTS framework simulations to estimate concentrations

WSU will use emissions data generated in Task 1 to run the AIRPACT 5 model for a special “PORTS” framework. The PORTS framework is a special adaption of the AIRPACT model, utilizing 1.33 km grid resolution and incorporating the port emissions. Downwind concentration estimates will be modeled for the Puget Sound Region, both on an annual average and the annual maximums. The model will be run for one month of each season to represent the entire year. A brute force method will be applied to attribute the resulting concentrations to each source category. Results will be provided graphically and in a form that can be used as input to the BenMAP model, which is used to assess health effect.

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Task 3: Regional Exposure Analysis

Model results for pollutant concentrations associated with each source type will be correlated spatially with population to estimate exposure based on census block populations. WSU will develop the appropriate exposure metric and/or simply use the population multiplied by the average concentration in each census block. The exposure analysis will be performed for each source type and summed for the entire model domain, to determine the relative exposure levels of different pollutants. WSU will also apply the BenMAP model using the attribution results to assess different health outcomes associated with simulated exposure rates.

Deliverable Dates for Task 2 and 3: The final report detailing the methods and results will be completed by WSU by May 31, 2019. Intermediary products (i.e. concentration and exposure maps and data) should be provided as available.

B. Duties of the NWSA

Task 1: Adapt emissions inventory to create model inputs.

The NWSA will facilitate the delivery of spatially-resolved, ocean-going vessel and harbor craft emissions in a form that is easily incorporated into the model framework. The NWSA will also analyze emissions of heavy-duty on road trucks, locomotives, and cargo handling equipment to advise WSU on the proper scaling factors to use in both near port areas and other areas within the modeling domain. The ability of WSU to perform the work on time is contingent on receiving the emissions data from the NWSA in a timely manner.

Tasks 2 and 3:

The role of the NWSA in Tasks 2 and 3 is to provide timely feedback and advise WSU when questions about the Air Study arises.

2. NWSA'S CONDITIONAL AGREEMENT TO CONTRIBUTE FUNDS.

Subject to the terms herein, the NWSA agrees to contribute to WSU an investment from the Environmental Department Budget for the Project in the amount not to exceed \$130,823. Further conditions of the NWSA's funding are as follows:

- In the event Project costs are higher than projected, WSU will assume any excess Project costs.
- The NWSA's annual Project contribution shall be allocated and specifically identified in the NWSA's 2018 and 2019 budgets.

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- Payments from NWSA to WSU will be made in two lump sums. The first will be made in 2018 after the completion of Task 1 in the amount of \$65,412. The second will be made in 2019 after the completion of the Air Study project in the amount of \$65,412.

3. TIMEFRAME/PROJECT SCHEDULE.

The Air Study project will take place from November 2018 to July 2019. The anticipated timeline for the completion of major milestones is as follows.

- December 31, 2018: Task 1 completed.
- May 31, 2019: Task 2 and 3 completed and final report submitted to NWSA

4. WSU' S PROJECT FINANCIAL SUMMARY.

Total Project Cost: Not to exceed \$130,823

Source of Funds: NWSA's Environmental Program budget.

- 5. ABANDONMENT.** If the Air Study Project is abandoned, then this ILA shall be of no further force or effect.
- 6. ASSIGNMENT.** Neither Party to this ILA shall have the right to convey, assign, apportion or otherwise transfer any and all of its rights, obligations, conditions and interests under this ILA, without the prior written approval of the other.
- 7. THIRD PARTY BENEFICIARIES.** This ILA is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person shall have any right or cause of action based upon any provisions of this ILA or the resulting Air Study.
- 8. EQUAL DRAFTING.** This ILA has been reviewed and revised by legal counsel for both parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this ILA.
- 9. SEVERABILITY.** If any provisions of this ILA are determined to be unenforceable or invalid pursuant to a final decree or judgment by a court of law with jurisdiction, then the remainder of this ILA not decreed or adjudged unenforceable or invalid shall remain unaffected and in full force and effect to the extent that the primary purpose of this ILA can be preserved.
- 10. MODIFICATION.** This ILA may not be modified except by mutual agreement reduced to writing in a formal amendment hereto and approved by each Party's governing body.

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- 11. TERMINATION.** This ILA shall terminate upon completion by both Parties of their respective obligations hereunder, or on May 31, 2019 unless terminated earlier.
- 12. GOVERNING LAW.** This ILA shall be governed exclusively by the laws of the State of Washington both as to interpretation and performance without recourse to any principles of Conflicts of Laws. Any action at law, suit in equity or judicial proceeding for the endorsement of this ILA or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pierce County, Washington.
- 13. NOTICES.** All notices given pursuant to this ILA shall be deemed delivered to the respective Party on the date that it is personally delivered to the address(es) set forth below, or on the date that it is successfully sent by email transmission to the email addresses set forth below:

WSU:

Attention: Office of Research Support and Operations
Email: orso@wsu.edu

NWSA:

1 Sitcum Way
Tacoma, Washington 98421
Attention: Graham VanderSchelden
Email: gvanderschelden@nwseaportalliance.com

- 14. ENTIRE AGREEMENT.** This ILA constitutes the entire agreement of the Parties, supersedes all previous oral or written understandings, and incorporates all prior discussions and agreements pertaining to this subject matter. The Parties participated equally in any negotiations and the process leading to execution of this ILA. If a dispute should arise with regard to the meaning or interpretation of any provision hereof, there shall be no presumption of draftsmanship as to such provision.
- 15. LEGAL RELATIONS.**

- A. Independent Municipal Governments. The Parties hereto are independent governmental entities and nothing herein shall be construed to limit the independent government powers, authority or discretion of the governing bodies of each Party. It is understood and agreed that this ILA and the resulting Air Study is solely for the benefit of the Parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this ILA. No employees or agents of any Party shall be deemed, or represent themselves to be, employees of any of the other Party.

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- B. Legal obligations. This ILA does not relieve either Party of any obligation or responsibility imposed upon it by law.
- C. Timely Performance. The requirements of this ILA shall be carried out in a timely manner according to a schedule negotiated by and satisfactory to the Parties.
- D. Recording. A copy of this ALA shall be recorded with the Auditor of the County within which each Party is based as provided by law or shall be posted to each Parties' web site.

16. RECORDS AND AUDIT. During the term of this ILA, and for a period not less than six (6) years from the date of termination, records and accounts pertaining to the work of this ILA and accounting therefore shall be kept by each Party and shall be available for inspection and audit by representatives of either Party and any other entity with legal entitlement to review said records. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claims, or audit finding has been resolved, even though such litigation, claim, or audit continues past the six-year (6) retention period. This provision is in addition to and is not intended to supplant, alter or amend records retention requirements established by applicable state and federal laws.

17. LIMITS OF FINANCIAL OBLIGATIONS/PROPERTY OWNERSHIP. Except as provided above, each Party shall finance its own conduct of responsibilities under this ILA. No ownership of property will transfer as a result of this ILA.

18. INDEMNIFICATION AND HOLD HARMLESS.

- A. Each Party hereto agrees to be responsible and assume liability for its own negligent acts or omissions, or those of its officers, agents, or employees to the extent permitted by law.
- B. Each Party specifically assumes liability for actions brought by its own employees against the other Party and for that purpose each Party specifically waives, as respects the other parties only, any immunity under the Worker's Compensation Act, RCW Title 51.
- C. The Parties recognizes that this waiver was the subject of mutual negotiation. In the event any Party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this ILA against the other Party, all such fees, costs and expenses shall be recoverable by the prevailing Party.
- D. No liability shall attach to any of the Parties by reason of entering into this ILA except as expressly provided herein.
- E. The provisions of this Article 20 shall survive any termination or expiration of this ILA.

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Agreed to the Parties:

WSU:

NWSA:

[#WSU signee title#]

John Wolfe, CEO

Date: _____

Date: _____

Approved as to form:

NWSA Legal Counsel