

MEMORANDUM OF AGREEMENT BETWEEN  
THE CITY OF VALDEZ  
AND  
ALASKA DEPARTMENT OF ENVIRONMENTAL CONSERVATION  
FOR  
CONDUCTING AIR QUALITY MONITORING

This memorandum of agreement (MOA) is made and entered into between the Alaska Department of Environmental Conservation, hereinafter referred to as DEC, and the City of Valdez, hereinafter referred to as COV.

PURPOSE AND OBJECTIVE

The purpose of this MOA is to develop a cooperative process for assessing air quality in Valdez as part of the Community-Based Air Monitoring Project. The objective is to build capacity within COV staff or coordinators to address potential air quality impacts in Valdez. Capacity building includes assistance and guidance in ambient monitoring project planning, site selection, instrument installation, troubleshooting, monitoring operations, data collection, data analysis, and data quality assurance.

This agreement is effective from the final signature date of this agreement until June 30, 2028.

AGREEMENT

The COV, through its Environmental Program or other staff, does hereby agree to:

1. Develop capacity to conduct air quality assessments in Valdez for the protection of public health;
2. Participate as a partner in the Community-Based Air Monitoring Project and maintain the air quality monitoring equipment; and
3. Assist DEC in communicating air monitoring results to local residents.

The DEC does hereby agree to:

1. Implement a joint air quality monitoring study in Valdez as part of the Community-Based Air Monitoring Project;
2. Serve as technical experts in the area of ambient air monitoring and provide training to designated staff to build capacity in conducting air quality field assessments;
3. Supply air quality monitoring sensors;
4. Perform or assist in sampling according to the state's Quality Assurance Project Plan (QAPP) requirements for the air quality sensors

## MUTUAL AGREEMENT AND UNDERSTANDING

These are conditions which are mutually agreed upon by all parties:

1. Each party agrees to comply with all applicable federal or state laws regulating ethical conduct of public officers and employees.
2. Each party agrees to comply with applicable laws, regulations and executive ordered relative to Equal Employment Opportunity.
3. The effective date of this agreement shall be from the date of the final signature and shall terminate on June 30, 2028.
4. Either party may terminate its participation in this agreement by providing written notice to the other party 30 days in advance of the date on which its termination becomes effective. In the event of termination, the designated staff shall be paid for the expenses incurred pursuant to this contract through the date of termination, including non-concealable obligations as stated in the agreement above. All sampling equipment shall be delivered to DEC prior to termination.
5. No claim for additional services not specifically provided in the agreement or within the agreement performance period will be allowed unless the work or material is requested in writing via an amendment by the agreement administrator and approved by the agency head.
6. Amendments: This agreement may be amended by mutual written consent of the parties.
7. Any terms contained in this agreement which conflict with any applicable law shall cease to be effective: the remaining terms shall remain in effect. If the parties fail to resolve differences over how to interpret any provision under this agreement, they shall state their differences in writing for mutual consideration. If the parties subsequently fail to resolve those differences within 30 days, they shall forward their written presentations to respective higher officials for resolution.
8. Each party shall defend, indemnify, save and hold harmless the other party from and against any and all claims, lawsuits, or liability, including attorney fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property or from any wrongful or negligent act, error or omission of indemnifying party or indemnifying party's agents, employees, contractors, subcontractors or representatives, occurring during the course of or as a result of the indemnifying party or indemnifying party's employees, contractors, subcontractors or representatives performance pursuant to this Agreement.
9. This is a no-cost agreement and as such there are no financial terms agreed to in this Agreement.

PROJECT CONTACTS

Lydia Johnson, EPM-1 907-451-2130 <a href="mailto:lydia.johnson@alaska.gov">lydia.johnson@alaska.gov</a>	ADEC - Air Quality 610 University Ave Fairbanks, AK 99709
Ayla Crosby, EPS3 (907) 269-7550 <a href="mailto:ayla.crosby@alaska.gov">ayla.crosby@alaska.gov</a>	ADEC - Air Quality 555 Cordova St Anchorage, AK 99501
Nathan Duval, City Manager (907) 834-3406 <a href="mailto:nduval@valdezak.gov">nduval@valdezak.gov</a>	212 Chenega Avenue Valdez, AK 99686
Stanley Porritt, Facilities Maintenance Manager (907) 835-5411 <a href="mailto:sporritt@valdezak.gov">sporritt@valdezak.gov</a>	212 Chenega Avenue Valdez, AK 99686

APPROVALS

IN WITNESS WHEREOF, each party hereto has caused this agreement to be executed by an authorized official(s) on the day and year set forth opposite his/her signature:

Alaska Department of Environmental Conservation:

Signed: \_\_\_\_\_  
Lydia Johnson, EPM-1

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
Austin Love, Mayor Pro Tem

Date: \_\_\_\_\_