

MEMORANDUM OF AGREEMENT BETWEEN THE
CITY & BOROUGH OF JUNEAU
AND
THE 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, herein after referred to as DEC, and the City and Borough of Juneau Lands & Resources Office, herein after referred to as CBJ.

PURPOSE AND OBJECTIVE

The purpose of this MOA is to ensure an ongoing partnership to assess ambient air quality in the City and Borough of Juneau. This partnership has been in place for over 40 years. The primary goal is to maintain continued operation of an air monitoring station at the former Floyd Dryden Middle School in the Mendenhall Valley. This will ensure that valuable air quality data is collected and remains beneficial to both the DEC and CBJ.

This agreement is effective from the final signature date until written notice by either party to terminate the agreement.

AGREEMENT

The CBJ, through its Land & Resources Office managers and staff, does hereby agree to:

1. Continue its existing efforts to meet air quality standards in the City and Borough of Juneau for the protection of public health;
2. Work cooperatively to ensure DEC staff have safe and regular access to the former Floyd Dryden Middle School building and the rooftop air monitoring station.
3. Ensure that any power or internet services that are part of the monitoring sites and school building's shared infrastructure are maintained and operational, and any necessary modifications or shutdowns are communicated and timed sufficiently to allow DEC opportunities to seek other means to support the site, if needed.
4. Assist DEC in communicating air monitoring results to local residents.

The DEC does hereby agree to:

1. Continue air quality monitoring for PM_{2.5} and PM₁₀ in support of PM_{2.5} curtailment efforts and the PM₁₀ Limited Maintenance Plan;
2. Ensure continuous monitoring data is displayed on the DEC near real-time data website for use by CBJ in issuing burn bans;

3. Notify CBJ of any major site changes or modifications; and
4. Perform sampling according to the state's Quality Assurance Project Plan (QAPP) requirements.

MUTUAL AGREEMENT AND UNDERSTANDING

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

1. Nothing in this agreement shall obligate any party in the expenditures of funds, or for future payments of money.
2. Each party agrees to comply with applicable laws, regulations and executive orders 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 written notice from either party.
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.
5. If terminated, DEC shall receive sufficient time to appropriately identify a suitable replacement site, and access to properly remove all sampling equipment prior to termination.
6. Amendments: This agreement may be amended by mutual written consent of the parties.

PROJECT CONTACTS

<p>Roxie Duckworth Land Resources Specialist 907-586-5252 x4179</p> <p>Or</p> <p>Dan Bleidorn Lands & Resource Manager 907-586-5252 x4177 dan.bleidorn@juneau.gov Division of Lands & Resources 155 Heritage Way, Juneau, AK 99801</p>	<p>T.J. Brado, Regulatory Monitoring Manager 907-451-2114 tj.brado@alaska.gov DEC -Air Quality 610 University Ave, Fairbanks, AK 99709</p>
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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: _____
TJ Brado, Regulatory Air Monitoring Manager

City and Borough of Juneau Lands & Resources

Signed: _____
Dan Bleidorn, Lands & Resources Manager

Date: _____