

**MEMORANDUM OF AGREEMENT WITH
THE PUGET SOUND CLEAN AIR AGENCY, THE NORTHWEST CLEAN AIR
AGENCY, AND THE OLYMPIC REGION CLEAN AIR AGENCY FOR AN
OUTDOOR BURNING ADVERTISING CAMPAIGN**

This Memorandum of Agreement (MOA) is made and entered into this 28th day of September, 2006, by and among the Puget Sound Clean Air Agency, the Northwest Clean Air Agency and the Olympic Region Clean Air Agency.

RECITALS

WHEREAS, outdoor burning of yard debris and garbage is a public health concern and a priority for air quality agencies; and

WHEREAS, the Puget Sound Clean Air Agency, the Northwest Clean Air Agency and the Olympic Region Clean Air Agency have selected a consultant, The Bellwether Group, LLC, to develop a plan for placing advertisements about the health effects of outdoor burning in newspapers, television stations and/or radio stations and to execute the placement plan; and

WHEREAS, some of the newspapers, television stations and radio stations in western Washington reach audiences across the boundaries of the individual partners' jurisdictions;

WHEREAS, the Puget Sound Clean Air Agency, the Northwest Clean Air Agency and the Olympic Region Clean Air Agency desire to jointly fund placement of advertisements to raise public awareness of the health effects of outdoor burning; and

WHEREAS, the Puget Sound Clean Air Agency, the Northwest Clean Air Agency and the Olympic Region Clean Air Agency have agreed to provide funds for this effort;

NOW THEREFORE, the Puget Sound Clean Air Agency, the Northwest Clean Air Agency and the Olympic Region Clean Air Agency hereby agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to establish procedures for the Northwest Clean Air Agency and the Olympic Region Clean Air Agency to provide funds to the Puget Sound Clean Air Agency (Agency) to contract with The Bellwether Group, LLC as provided in Agency Contract No. 2006000069.
2. Effective date. This Agreement shall become effective on the day that the last of the parties to this Memorandum of Agreement signs this document.
3. Agency Responsibilities. The Agency agrees to the following:

A. Project Management. The Agency will serve as the contact with The Bellwether Group, LLC on behalf of the Northwest Clean Air Agency and the Olympic Region Clean Air Agency for the planning and placement of outdoor burning advertisements, as specified in Tasks I and II of Contract No. 2006000069 with The Bellwether Group, LLC. The Agency will coordinate the review by Northwest Clean Air Agency and the Olympic Region Clean Air Agency of all draft materials before authorizing The Bellwether Group, LLC to finalize any products as defined in Contract No. 2006000069.

B. Project Funds Management. The Agency will collect the funds the Northwest Clean Air Agency and the Olympic Region Clean Air Agency have agreed to provide for the project and will use those funds to pay for services provided by The Bellwether Group, LLC under the terms of Contract No. 2006000069.

4. Funding. The parties to this Memorandum of Agreement have agreed to participate in the project and provide the following amounts:

Puget Sound Clean Air Agency	\$95,000
Olympic Region Clean Air Agency	\$15,000
Northwest Clean Air Agency	\$10,000

The Northwest Clean Air Agency and the Olympic Region Clean Air Agency will each sign a copy of this Agreement no later than October 15, 2006 and provide a signed copy to the Agency. After receiving signed copies, the Agency will invoice the Northwest Clean Air Agency and the Olympic Region Clean Air Agency. Payment will be due within 45 days of the date of the invoice to ensure that sufficient funds will be available to pay The Bellwether Group, LLC. If funds are not received in a timely manner, the Agency will direct The Bellwether Group, LLC to stop work unless or until sufficient funds are available to continue the work.

5. Other Terms of This Agreement. The Agency, the Northwest Clean Air Agency and the Olympic Region Clean Air Agency are committed to working collaboratively to resolve any issues that may arise in the execution of this Memorandum of Agreement. The Agency will keep Northwest Clean Air Agency and the Olympic Region Clean Air Agency informed by e-mail and by invitations to product review meetings at key decision points in the work specified in Tasks I and II of Contract No. 2006000069 with The Bellwether Group, LLC.

6. Hold Harmless Indemnification. To the extent legally permitted, each party shall indemnify and hold harmless the other parties from and against any and all claims, actions, damages, liability, and expense, including, without limitation, reasonable attorney's fees, incurred as a result of such party's actions under this Agreement; provided that, if such claims, actions, damages, liability, or expense arise from concurrent negligence of two or more of the parties, including instances where this Agreement is subject to the provisions of RCW 4.24.115, then the obligation to indemnify under this Agreement shall be effective only to the extent of each party's

own negligence. No party shall be required under this section to indemnify another for its sole negligence.

7. Contact Persons.

Puget Sound Clean Air Agency
Alice Collingwood
206.689.4043
alicec@pscleanair.org

Olympic Region Clean Air Agency
Dan Nelson
360.586.1044, ext. 111
dan@orcaa.org

Northwest Clean Air Agency
Laura Curley
360.428.1617, ext. 202
laura@nwair.org

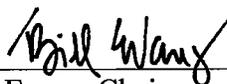
8. Applicable Law. This Agreement shall be governed by the laws of the State of Washington.

9. Amendments/modifications. This Agreement may be amended or modified only by written agreement of the Agency, the Northwest Clean Air Agency and the Olympic Region Clean Air Agency.

10. Entire agreement. This Agreement contains the entire agreement of the Agency, the Northwest Clean Air Agency and the Olympic Region Clean Air Agency hereto and no representations, inducements, promises or agreements, oral or otherwise, between the Agency, the Northwest Clean Air Agency and the Olympic Region Clean Air Agency not embodied herein shall be of any force or effect.

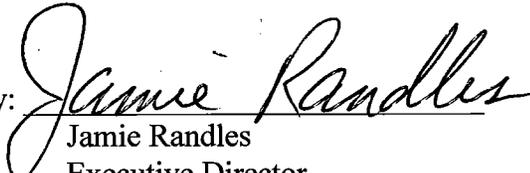
IN WITNESS HEREOF, the undersigned have, on the date set next to their signatures, executed this Agreement on behalf of the parties hereto.

PUGET SOUND CLEAN AIR AGENCY

By: 
Bill Evans, Chair
Board of Directors

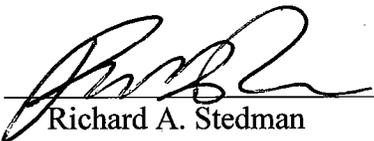
Date: 10/24/06

NORTHWEST CLEAN AIR AGENCY

By: 
Jamie Randles
Executive Director

Date: October 19, 2006

OLYMPIC REGION CLEAN AIR AGENCY

By: 
Richard A. Stedman
Executive Director

Date: Oct 16, 2006

Puget Sound Clean Air Agency
110 Union Street, Suite 500
Seattle, WA 98101

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Richard A. Stedman, Exec. Dir.
Typed Name & Title of Authorized Representative


Signature of Authorized Representative

Oct 16, 2006
Date

I am unable to certify to the above statements. My explanation is attached

Puget Sound Clean Air Agency
110 Union Street, Suite 500
Seattle, WA 98101

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JAMIE RANGLES, DIRECTOR
Typed Name & Title of Authorized Representative

Jamie Rangles
Signature of Authorized Representative

October 19, 2006
Date

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