

**MEMORANDUM OF AGREEMENT BETWEEN
THE PUGET SOUND CLEAN AIR AGENCY AND
THE TACOMA-PIERCE COUNTY HEALTH DEPARTMENT
FOR FINANCIAL SUPPORT FOR COMMUNITY OUTREACH**

This Memorandum of Agreement (MOA) is made and entered into between the Puget Sound Clean Air Agency (the Agency) and the Tacoma-Pierce County Health Department (the Department).

RECITALS

WHEREAS, the Agency and the Department share a mutual interest in helping Tacoma and Pierce County residents understand the air quality issues in their community and solutions to those issues; and

WHEREAS, the solutions to these air quality issues also include choices and behaviors individuals need to make; and

WHEREAS, messages about these choices and behaviors need to be communicated in clear, understandable language and through communications methods that will effectively reach target audiences; and

WHEREAS, the Department has a standing community organization, the Outdoor Air Quality Community Group (the Group), whose purpose is to educate themselves on the issues of outdoor air quality and develop an educational community campaign that they will implement in the county; and

WHEREAS, the Group has provided prior feedback to the Agency and the Department on air quality education messages, wood stove changeout program communications, and advertising campaign messages; and

WHEREAS, the Group, the Agency and the Department are concerned about PM2.5 nonattainment in Tacoma and Pierce County; and

WHEREAS, budget cuts have forced the Department to reduce its financial support for the Group's meetings; and

WHEREAS, the Agency desires the continued involvement of the Group as the Agency works to address PM2.5 nonattainment in Tacoma and Pierce County;

NOW THEREFORE, the Agency and the Department agree as follows:

AGREEMENT

1. Purpose. The purpose of this Agreement is to establish procedures for the Agency to reimburse the Department for a portion of its financial support for the Group's meetings.
2. Term of Agreement. This Agreement shall become effective on the day that the last of the parties to this Memorandum of Agreement signs this document. This Agreement will terminate on June 30, 2009.
3. Agency Responsibilities. The Agency agrees to reimburse the Department for direct expenses for the Group's meetings up to a maximum of \$5,000 for the period of this Agreement. Such expenses may include but are not limited to food and beverages for the Group's dinner meetings, gift cards as incentives for participants' time, and meeting supplies.
4. Department Responsibilities. The Department will invoice the Agency after each of the meetings of the Group for which the Department seeks reimbursement. The invoice must itemize all meeting expenses and be submitted to the Agency's Finance Manager. The final invoice must be submitted no later than ten (10) working days after the termination date of this Agreement.
5. Funding. The funds for this Agreement are provided from the Agency's FY09 Education and Outreach Work Plan, Task E, Civil Penalty Fund.
6. Other Terms of This Agreement. The Agency and the Department are committed to working collaboratively to resolve any issues that may arise in the execution of this Memorandum of Agreement.
7. 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.
8. Contact Persons.

The following persons are the contact persons for all communications regarding this Agreement:

Puget Sound Clean Air Agency
Amy Warren

206.689.4092
amyw@pscleanair.org

Tacoma-Pierce County Health Department
Kathleen Ross
(253) 798-7369
kross@tpchd.org

- 9. Applicable Law. This Agreement shall be governed by the laws of the State of Washington.
- 10. Amendments/modifications. This Agreement may be amended or modified only by written agreement of the Agency and the Department.
- 11. Entire agreement. This Agreement contains the entire agreement of the Agency and the Department hereto and no representations, inducements, promises or agreements, oral or otherwise, between the Agency and the Department 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

TACOMA-PIERCE COUNTY HEALTH DEPARTMENT *MR*

By: *Paul Roberts*
Paul Roberts, Chair
Board of Directors

By: *Marcy Kulland*
~~Kathleen Ross~~ MARCY KULLAND

Date: *10/23/08*

Date: *10/2/08*

Attest:

By: *Dennis J. McLerran*
Dennis J. McLerran
Executive Director

Date: *10/17/08*

Approved as to Form:

By: Laurie Halvorson
Laurie Halvorson
General Counsel

Date: 10/07/08



Puget Sound Clean Air Agency
1904 3rd Ave., Ste 105
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.

Marcy Kulland, Business Manager

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

10/2/08

Date

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