

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into between the **Puget Sound Clean Air Agency**, (hereinafter referred to as the "Agency"), a municipal corporation of the laws of the State of Washington, and **King County** (hereinafter referred to as the "the County"), 201 S. Jackson, Suite 701, Seattle, WA 98104.

WHEREAS, the Agency and the County entered into MOA-2010-5 to conduct a geographic and consumption-based emissions inventory and measurement framework; and

WHEREAS, Board of Directors of the Puget Sound Clean Air Agency deems it desirable to continue this work with a second phase to obtain additional data consistent with the scope agreed to in MOU-2010-5; and

WHEREAS, the Agency uses emissions inventories to prioritize sources of air pollution, including greenhouse gases, in the Puget Sound region; and

WHEREAS, the City of Seattle and King County are conducting joint research in new greenhouse gas emissions inventory methods, which may result in significantly different air pollution priorities for our region; and

WHEREAS, by working with our local government partners, the Agency will gain new knowledge and expertise in greenhouse gas emission inventories; and

WHEREAS, the parties enter into this Agreement based on the understanding of the parties set forth below; and

NOW, THEREFORE, the Agency and King County mutually agree as follows:

1. **Purpose and Scope of this Agreement.**

The purpose of this Agreement is to provide technical guidance and financial assistance to King County and the City of Seattle to communicate the results of the consumption-based emissions inventory of greenhouse gas (GHG) emissions conducted by the County in 2010. In this project, the County will:

- Develop messages regarding the results and methodology of the consumption-based inventory for use by staff, partners, businesses and the broader community;
- Provide data summaries to assist governments, consumers and businesses in purchasing more environmentally friendly goods;
- Update emissions data for King County for 2010;

- Conduct further research to assess life-cycle GHG emissions of food consumption, such as by calorie and nutritional value instead of per dollar;
- Develop a survey approach to assess local consumption behaviors for particular commodities.

A. Duties of Agency

1. The Agency shall assist King County and the City of Seattle in developing and finalizing a scope of work for a consultant to complete the project.
2. The Agency shall assist King County and the City of Seattle in reviewing draft work products submitted by the consultant.

B. Duties of the County

1. The County shall notify the Agency Project Manager at least three business days prior to any scheduled meetings.
2. The County shall provide electronic copies of the draft and final scopes of work, and draft and final reports to the Agency Project Manager. The County shall notify the Agency Project Manager of the due date for written comments at least five days in advance of the due date for written comments.
3. The County shall provide the Agency Project Manager with electronic copies of all final reports by June 1, 2012.

2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall be \$10,000. The funding for this Agreement is provided by the strategic initiatives fund and is part of the Agency Climate Protection Work Plan for Fiscal Year 2011.

To obtain payment, King County shall submit a lump sum invoice consistent with the provisions of this Agreement to the Agency upon completion of the final scope of work identified in section (1)(A)(1) above. The County shall submit the invoice to the Agency's Manager of Finance and Purchasing at 1904 3rd Ave, Suite 105, Seattle WA 98101.

Upon review and approval by the Agency Project Manager, the County's invoice shall be paid within thirty (30) days of submittal.

Funding for work to be conducted after June 30, 2011, is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the County and the County shall not seek any compensation from the Agency under this Agreement after June 30, 2011, until so authorized by the Project Manager.

3. **Term.** The effective date of this Agreement is June 10, 2011. Any costs incurred prior to the effective date of this contract will be at the sole expense and risk of the County. The termination date of this Agreement is June 1, 2012.

4. **Communications.** The following persons shall be the contact person for all communications regarding the performance of this Agreement.

King County	Agency
Josh Marx	Project Manager: Leslie Stanton
King County Solid Waste Division	Puget Sound Clean Air Agency
201 South Jackson, Suite 701 Seattle, WA 98104	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 206-296-4429	Phone: 206-689-4022
Fax:	Fax: (206) 343-7522
E-mail address: josh.marx@kingcounty.gov	E-mail address: leslies@pscleanair.org

5. **Changes.** The parties may, from time to time, require changes in the scope of services performed under this Agreement. The parties shall mutually agree to the changes by written amendment to the Agreement.

6. **Early Termination.** Either party may terminate this Agreement at any time with or without cause by giving a thirty day (30) written notice of such termination and by specifying the effective date of the termination; provided that the termination shall be preceded by a face-to-face meeting between the County and the Agency. Upon termination of this Agreement, the Agency, in addition to any other rights provided in this Agreement, may require the County to deliver to the Agency any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

7. **Subcontracting.** Neither party, nor any subcontractor of either party, shall enter into subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval of the Agency. In no event shall the existence of any subcontract operate to release or reduce the liability of the County to the Agency for any breach in the performance of the County's duties.

8. **Assignment.** The work provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.

9. **Indemnification.** Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

10. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

THIS Agreement is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

**PUGET SOUND CLEAN AIR
AGENCY**

KING COUNTY

By:

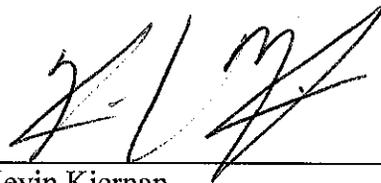


Craig Kenworthy
Executive Director

Date:

6/8th/11

By:



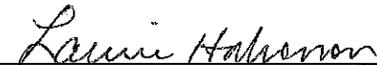
Kevin Kiernan
Director, King County Solid Waste

Date:

06-14-11

Approved as to Form:

By:



Laurie Halvorson
Director of Compliance and Legal

Date:

6/16/11