

INTERLOCAL AGREEMENT

This Interlocal 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 (**Puyallup School District**), (hereinafter referred to as the "Puyallup School District"), (302 Second Street SE, Puyallup, WA 98372).

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into a MOA with Puyallup School District for the purposes of performing an ambient air quality monitoring study; and

WHEREAS, Puyallup School District represents and warrants that it is available, empowered, experienced, and qualified to enter into this MOA; and

WHEREAS, the Agency and Puyallup School District are authorized under RCW Chapter 39.34 to enter into cooperative agreements; and

WHEREAS, the Agency agrees to provide a science curriculum and share data with the Puyallup School district; and

NOW, THEREFORE, the Agency and Puyallup School District mutually agree as follows:

1. **Purpose and Scope of MOA.**

This MOA does not involve the exchange of funds between the Agency and Puyallup School District.

A. Duties of Agency

(1) The Agency shall, at its own cost and expense except as provided herein, install, operate, and remove two air quality monitoring stations on Puyallup School District property;

(2) prior to installing each station, the Agency must receive written approval from the Puyallup School District Administrator (as defined herein);

(3) prior to entering onto any District campus property to install, operate, or remove the monitoring equipment Agency staff shall check in with the campus office and acquire a visitor's pass which shall be displayed and visible at all times while on campus.

(4) Agency sampling timeframes shall be approximate: the Agency intends to sample at Maplewood Elementary School at 1110 West Pioneer St, Puyallup, WA 98371 from October 23, 2012

through February 28, 2013. The Agency intends to sample at Northwood Elementary School at 9805 24th Street East, Edgewood, WA 98371 from November 1 through December 31, 2012.

(5) All equipment related to each station, and all data obtained from each station, is owned by the Agency.

(6) As consideration for the Puyallup School District's performance under this MOA, the Agency agrees to provide to the Puyallup School District the following: (a) a one hour air quality science program directed to the students at each campus on which a monitoring station is located, and (b) a copy of data obtained from the air quality monitoring sites.

B. Duties of Puyallup School District

The Puyallup School District shall:

(1) approve air quality monitoring station locations;

(2) allow use of the District's existing electrical power receptacles to support the two stations. The cost of electricity to support each station is not expected to exceed \$20.00 per station per month; and

(3) allow access to each campus for the following Agency staff: Matt Harper, Walter Zylowski, Greg Sandau, and Adam Petrusky. The cost of electricity to support each station is not expected to exceed \$20.00 per station per month. Agency staff will normally visit each station for about 45 minutes approximately once every two weeks.

2. **Term, Duties upon Termination.** The effective date of this MOA is October 23, 2012. The termination date of this MOA is June 30, 2013. Prior to March 31, 2013 or upon early termination, the Agency shall remove all Agency equipment from District property and restore such property to a condition as good or better than when the Agency first installed the equipment.

3. **Communications.** The following persons shall be the contact persons (or "Administrators") for all communications regarding the performance of this MOA.

<i>Puyallup School District</i>	Agency
<i>Leonard Cassman</i>	Project Manager: <i>Matthew Harper</i>
Administration Offices Education Service Center 302 Second Street SE Puyallup, WA 98372	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253) 841-8777	Phone: (206) 689-4009 (office) (206) 516-9025 (mobile)
Fax: N/A	Fax: (206) 343-7522

E-mail: CassmLH@puyallup.k12.wa.us

E-mail: matth@pscleanair.org

4. **Changes.** The parties may, from time to time, require changes in the scope of services performed under this MOA. The parties shall mutually agree to the changes by written amendment to the MOA.
5. **Early Termination.** The Agency may terminate this MOA 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 Puyallup School District and the Agency. The Puyallup School District may terminate this MOA 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 Puyallup School District and the Agency.
6. **Puyallup School District is Not an Employee of the Agency.** Puyallup School District and its employees or agents are not employees of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein. Puyallup School District will not hold itself out as nor claim to be an officer or an employee of the Agency or of the State of Washington by reason hereof, nor will Puyallup School District make any claim of right, privilege or benefit which would accrue to an employee under the law.
7. **Assignment.** The work provided under this MOA, 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.
8. **Hold Harmless.** 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.
9. **Compliance with All Laws and Regulations.** The Agency and Puyallup School District shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this MOA.

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

**PUGET SOUND CLEAN AIR
AGENCY**

**PUYALLUP SCHOOL DISTRICT
#3**

By:


Paul Roberts
Board of Directors, Chair

Date:

12/3/12

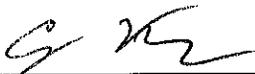
By:


Dr. Timothy Yeomans
Superintendent

Date:

11-18-12

Attest:

By: 
Craig Kenworthy
Executive Director

Date: 11/17/12

Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal

Date: 11/26/12



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.

Timothy Yeomans, Superintendent
Typed Name & Title of Authorized Representative


Signature of Authorized Representative

11-18-12
Date

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

