

## MEMORANDUM OF AGREEMENT

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This Memorandum of Agreement (“MOA”) 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 (**City of Gig Harbor**), (hereinafter referred to as the “City”), (3510 Grandview Street, Gig Harbor, WA 98335).

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

**WHEREAS**, the City is willing to provide space and electrical power to the Agency for operation of a temporary air quality monitoring station under the terms and conditions set forth herein; and

**NOW, THEREFORE**, the Agency and the City mutually agree as follows:

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

This MOA does not involve the exchange of funds between the Agency and the City.

**A. Duties of the Agency**

(i) The Agency shall, at its own cost and expense except as provided herein, install, operate, and remove one air quality monitoring station on City property. Prior to installing each station, the Agency must receive prior approval from the Public Works Superintendent (as defined herein).

(ii) Agency sampling timeframes are approximate: the Agency intends to sample at one station from January 1, 2013 through February 28, 2013.

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

**B. Duties of the City**

(i) The City shall, using its reasonable discretion approve the air quality monitoring station location;

(ii) allow use of one existing electrical power receptacle to support the station.

(iii) allow access to the station for the following Agency staff: Matt Harper, Greg Sandau, and Adam Petrusky. One Agency staff member will normally need to visit each station approximately every two weeks for about 45 minutes.

**Memorandum of Agreement No.: 2013039-0-MOA**

2. **Term, Duties upon Termination.** The effective date of this MOA is January 1, 2013. The termination date of this MOA is March 31, 2013. Upon termination, whether due to expiration of the term or as a result of agreement of the parties, the Agency shall remove all equipment from City property and restore such property to a condition as good as or better than when the Agency first took occupancy, with equipment removal and property restoration to be completed prior to March 31, 2013.

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

<b>City of Gig Harbor</b>	<b>Agency</b>
Marco Malich, Public Works Superintendent	Project Manager: Matthew Harper
3510 Grandview Street Gig Harbor, WA 98335	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253) 851-6174 (direct) (253) 851-8136 (main)	Phone: (206) 689-4009 (office) (206) 516-9025 (mobile)
Fax: N/A	Fax: (206) 343-7522
E-mail: <a href="mailto:malichm@cityofgigharbor.net">malichm@cityofgigharbor.net</a>	E-mail: <a href="mailto:matth@pscleanair.org">matth@pscleanair.org</a>

4. **Changes.** Any changes to the terms and conditions of this agreement must be in writing, signed by both parties hereto.

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 City and the Agency. The City 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 City and the Agency.

6. **City is Not an Employee of the Agency.** The City 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. The City 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 the City make any claim of right, privilege or benefit which would accrue to an employee under the law.

7. **Assignment.** Neither party may assign or delegate its rights or obligations under this agreement, 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.

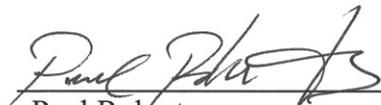
9. **Air Quality Education.** As consideration for the City's performance under this MOA, the Agency agrees to provide to the City the following: (a) a one hour air quality science program directed to a community group or city staff, and (b) copy of the data & report from the air quality monitoring.

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

11. **Authority.** Each individual executing this MOA represents that he or she is authorized to bind their respective entity and that all procedural requirements necessary for the execution of this agreement have been taken by their respective entity.

**PUGET SOUND CLEAN AIR AGENCY**

**CITY OF GIG HARBOR**

By:   
Paul Roberts  
Board of Directors, Chair

By:   
(Name)

Date: 4/24/13

Date: Jan 15, 2013

Attest:

By:   
Craig Kenworthy  
Executive Director

Date: 1/23/2013

Approved as to Form:

**CITY OF GIG HARBOR**

By:   
Laurie Halvorson  
Director of Compliance and Legal

By:   
Its: City Attorney

Date: 1/18/13

Date: Jan 15, 2013



Puget Sound Clean Air Agency  
1904 3<sup>rd</sup> 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.

Charles L. Hunter, Mayor City of Gig Harbor  
Typed Name & Title of Authorized Representative

Charles L. Hunter  
Signature of Authorized Representative

Jan 15, 2013  
Date

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

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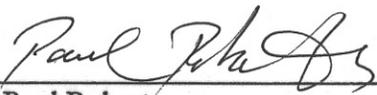
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Paul Roberts  
Board of Directors, Chair

By:   
(Name)

Date: 1/24/13

Date: Jan 15, 2013

Attest:

By:   
Craig Kenworthy  
Executive Director

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Approved as to Form:

**CITY OF GIG HARBOR**

By:   
Laurie Halvorson  
Director of Compliance and Legal

By: 

Its: Attorney

Date: 1/18/13

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Puget Sound Clean Air Agency  
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Typed Name & Title of Authorized Representative

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