

## 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 **Sumner School District**, (hereinafter referred to as the "Sumner School District"), 1202 Wood Ave, Sumner WA 98390.

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

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

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

**NOW, THEREFORE**, the Agency and Sumner 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 Sumner School District.

**A. Duties of 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 Sumner School District property;
- (ii) prior to installing each station, the Agency must receive verbal approval from the individual school campus principal and written concurrence from the Sumner School District Administrator (as defined herein);
- (iii) 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;
- (iv) Agency sampling timeframes are approximate: the Agency intends to sample at a station on the Liberty Ridge Elementary School campus (12202 209<sup>th</sup> Ave Ct. E, Bonney Lake, WA 98391) from January, 2013 through March, 2013.
- (v) All equipment related to each station, and all data obtained from each station, is owned by the Agency.

**B. Duties of Sumner School District**

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Puget Sound  
Clean Air Agency

**Memorandum of Agreement No.: 2013049-0-MOA**

- (i) The Sumner School District shall approve air quality monitoring station locations;
- (ii) Allow use of the District's existing electrical power receptacles to support the station; and
- (iii) 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 the stations 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 January 1, 2013. The termination date of this MOA is June 30, 2013. Prior to March 31, 2013, or upon early termination as defined herein, the Agency shall remove all 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 (the "Administrators") for all communications regarding the performance of this MOA.

<b><i>Sumner School District</i></b>	<b>Agency</b>
Cheryl Collins	Project Manager: <i>Matthew Harper</i>
Risk Manager Sumner School District	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253) 891.6015 (office)	Phone: (206) 689-4009 (office) (206) 516-9025 (mobile)
Fax: (253) 891.6098	Fax: (206) 343-7522
E-mail address: Cheryl_Collins@sumnersd.org	E-mail address: matth@pscleanair.org

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 Sumner School District and the Agency. The Sumner 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 Sumner School District and the Agency.

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

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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 Sumner School District's performance under this MOA, the Agency agrees to provide to the Sumner 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.
10. **Compliance with All Laws and Regulations.** The Agency and Sumner School District 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 his or her respective entity and that all procedural requirements necessary for the execution of this agreement have been taken by his or her respective entity.

**PUGET SOUND CLEAN AIR AGENCY**

**SUMNER SCHOOL DISTRICT**

By: Paul Roberts

Paul Roberts  
Board of Directors, Chair

Date: 1/29/13

By: [Signature]

(Name)

Date: 1/11/13

Attest:

By: [Signature]

Craig Kenworthy  
Executive Director

Date: 1/23/2013

Approved as to Form:

By: Laurie Halvorson  
Laurie Halvorson  
Director of Compliance and Legal  
Date: 1/18/13

**SUMNER SCHOOL DISTRICT**

By: [Signature]  
Its: \_\_\_\_\_  
Date: 1/11/13



Puget Sound Clean Air Agency  
1904 3<sup>rd</sup> Ave., Ste 105  
Seattle, WA 98101

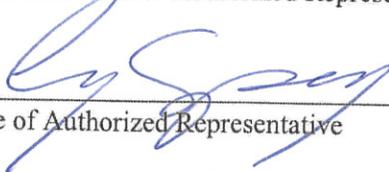
### Certification Regarding Debarment, Suspension and Other Responsibility Matters

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.

Craig Spencer, Superintendent  
Typed Name & Title of Authorized Representative

  
Signature of Authorized Representative

1/11/08  
Date

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