

MEMORANDUM OF AGREEMENT

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 **Snohomish County**, a political subdivision of the State of Washington (hereinafter referred to as the "Fairgrounds or Snohomish County"), 14405 179th Ave. SE, Monroe, WA 98272.

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

WHEREAS, the Fairgrounds 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 Fairgrounds are authorized under RCW Chapter 39.34 to enter into cooperative agreements,

NOW, THEREFORE, the Agency and the Fairgrounds mutually agree as follows:

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

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

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 Fairgrounds property.

(ii) prior to installing each station, the Agency must receive prior written approval from the Fairgrounds Manager (as defined herein).

(iii) Prior to entering onto any Fairgrounds property to install, operate, or remove the monitoring equipment Agency staff shall check in with the Fairgrounds office and follow any visitor procedures.

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(iv) Agency staff shall comply with the terms and conditions of this agreement.

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

Agency sampling timeframes are approximate: the Agency intends to sample at one station (Evergreen State Fairgrounds) from January 2, 2015 through February 28, 2015.

B. Duties of the Fairgrounds

(i) The Fairgrounds 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. The cost of electricity to support the stations is not expected to exceed \$20.00 per station per month.

(iii) allow access to the station for the following Agency staff: Matt Harper, Greg Sandau, Walter Zylowski, Sara Harrold, Mary Hoffman, and Adam Petrusky. One Agency staff member will normally need to visit each station approximately every four days for about 45 minutes.

2. **Term, Duties upon Termination.** The effective date of this MOA is the date that the agreement is signed by both parties. The termination date of this MOA is February 28, 2015. 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 Fairgrounds property and restore such property to a condition as good or better than when the Agency first took occupancy, with equipment removal and property restoration to be completed prior to.

3. **Communications.** The following persons shall be the contact person (the “Administor”) for all communications regarding the performance of this MOA.

<i>Fairgrounds</i>	<i>Agency</i>
Hal Gausman, Manager	Project Manager: <i>Matthew Harper</i>
14405 179 th Ave. SE, Monroe, WA 98272	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (360) 805-6729 (office)	Phone: (206) 689-4009 (office) (206) 516-9025 (mobile)
Fax: N/A	Fax: (206) 343-7522

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E-mail: hal.gausman@snoco.org

E-mail: math@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 Fairgrounds and the Agency. The Fairgrounds 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 Fairgrounds and the Agency.

6. **Fairgrounds is Not an Employee of the Agency.** The Fairgrounds 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 Fairgrounds 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 Fairgrounds 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 Fairground's performance under this MOA, the Agency agrees to provide to the Fairgrounds the following: (a) a one hour air quality science program directed to a community group or Fairgrounds staff, and (b) copy of the data & report from the air quality monitoring.

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

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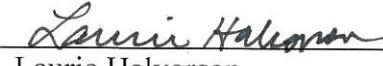
11. **Authority.** Each individual executing this MOA represents that he or she is authorized to bind their respective entity and that all procedural requirements necessary for the execution of this agreement have been taken by their respective entity.

PUGET SOUND CLEAN AIR AGENCY

By: 
Craig Kenworthy
Executive Director

Date: 12/30/14

Approved as to Form:

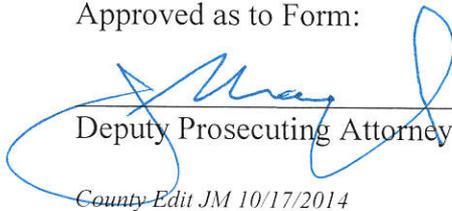
By: 
Laurie Halvorson
Director of Compliance and Legal

Date: 12/30/14

FAIRGROUNDS

By: 
Its: FAIR MANAGER
Date: JAN 7, 2015

Approved as to Form:

 1/2/2015
Deputy Prosecuting Attorney