

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 **Snohomish County**, (hereinafter referred to as the "County"), (600 128th Street Everett WA 98208).

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with Snohomish County for the purposes of providing support for the Carbon Masters Program in Snohomish County; and

WHEREAS, the parties enter into this Agreement pursuant to RCW 39.34 et. seq.; and

WHEREAS, scientific documentation shows increasing greenhouse gas pollution in the atmosphere surrounding Earth are raising global temperatures; and

WHEREAS, the Agency wishes to help individuals in its jurisdiction better understand how the choices they make affect greenhouse gas emissions and encourage them to make climate-friendly choices; and

WHEREAS, the Snohomish County Green Ribbon Task Force of Climate and Energy has determined that the citizens of Snohomish County will be impacted by climate change; and

WHEREAS, Snohomish County in partnership with Washington State University Extension and the University of Washington is developing the Carbon Masters Program;

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

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

The Purpose of this Agreement is to engage and train volunteers on current climate change research and have these volunteers conduct community initiatives that inspire behavior change and greater civic engagement.

A. Duties of Agency

- a. Participation in Advisory Board work for the Carbon Masters Program as determined by the Agency.

- b. Payment of invoices that meet the requirements of section (2) herein within 30 days of receipt.
- c. Provision of feedback and input to Snohomish County on the Carbon Masters Program training, curriculum and volunteer projects.

B. Duties of the County

- a. Conduct an 8 week Carbon Masters Training program with two field trips during the months of January-April 2010 using the County's Carbon Masters curriculum.
- b. Conduct an Advisory Board meeting in January 2010 and continue dialogue regarding project development with Board members.
- c. Guide volunteers in their community outreach and projects.
- d. Conduct a final report on the experiences, lessons learned and next steps after the training. This final report to be complete and submitted to the Agency by June 15, 2010 and will include total number of trainees, total volunteer hours expected from the group of participants and list volunteer outreach and project activities.
- e. Submit invoices to Agency on a monthly basis.
- f. Develop other funding opportunities for long-term support for the Carbon Masters Program.

2. **Compensation.**

- a. The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$5,000. The funding for this contract is provided by the Civil Penalties Fund and is part of the Agency Public Education & Outreach Work Plan (CMU10-Task E) for Fiscal Year 2010.
- b. To obtain payment, the County shall submit invoices monthly to the Agency Project Manager. Submitted invoices should show time and material information. Charges should show name of the person who performed the work, cost per hour and specific number of hours spent within a given billing period.

- c. The County shall submit invoices to the Agency's Manager of Finance and Purchasing and shall be paid within thirty (30) days after review and approval by the Project Manager. The final invoice must be submitted no later than ten (10) working days after the termination date June 30, 2010.

3. **Subcontracting.** The County is authorized to subcontract with Washington State University for temporary employment help. The County shall not enter into any other subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval of the Project Manager. 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.

5. **Term.** The effective date of this Agreement is January 1, 2010. No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by the Agency. 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 30, 2010.

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

Snohomish County	Agency
Janet Jayne	Project Manager: Kimberley Cline
Snohomish County	Puget Sound Clean Air Agency
600 128 th Street Everett WA 98208	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 425-357-6003	Phone:
Fax: 425-338-3994	Fax: (206) 343-7522
E-mail address: janet_jayne@co.snohomish.wa.us	E-mail address: kimberleyc@psc Clean Air.org

6. **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.

7. **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.

8. **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

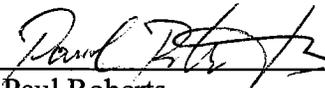
shall be responsible for the acts and/or omissions of entities or individuals not a party to this agreement.

9. **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

SNOHOMISH COUNTY

By: 
Paul Roberts
Board of Directors, Chair

By:  **PETER B. CAMP**
~~Executive Director~~
Aaron Reardon
Snohomish County Executive

Date: 4/14/10

Date: 4/12/10

Attest:

By: 
James L. Nolan
Interim Executive Director

Date: 4/15/10

Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal

Date: 4/15/10



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

Certification Regarding Debarment, Suspension and Other Responsibility Matters

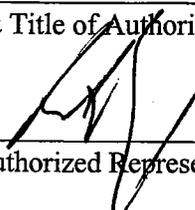
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (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.

PETER B. CAMP
Executive Director

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

4/12/10
Date

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