

## MEMORANDUM OF AGREEMENT

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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 **King County**, (hereinafter referred to as the "the County"), 201 S. Jackson, Suite 701, Seattle, WA 98104.

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**WHEREAS**, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with King County for the purposes of conducting a geographic and consumption based emissions inventory; and

**WHEREAS**, the Agency uses emissions inventories to prioritize sources of air pollution, including greenhouse gases, in the Puget Sound region; and

**WHEREAS**, the City of Seattle and King County are conducting joint research in new greenhouse gas emissions inventory methods which may result in significantly different air pollution priorities for our region; and

**WHEREAS**, by working with our local government partners, the Agency will gain new knowledge and expertise in greenhouse gas emission inventories; and

**WHEREAS**, the parties enter into this non-binding Agreement based on the understanding of the parties set forth below; and

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

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

The purpose of this Agreement is to provide technical guidance and financial assistance to King County and the City of Seattle as they develop the following three reports:

- Geographic-based 2008 GHG inventory for the King County community
- Consumption-based 2008 GHG inventory for King County community
- Community GHG Emissions Measurement Framework

King County will hire a consultant to develop the three reports. The reports will include estimates of community emissions using a geographic approach as well as a consumption based approach that accounts for all emissions associated with goods and services in the King County geographic area.

## MEMORANDUM OF AGREEMENT: MOA-2010-5

The community framework report will provide guidance and recommendations for Puget Sound local governments regarding how to track GHG emissions and the success of related local government policies and programs.

### **A. Duties of Agency**

1. The Agency shall assist King County and the City of Seattle in reviewing submitted proposals and in selecting the winning consultant in response to King County's Request for Proposal entitled "King County Community Emissions Inventories and Climate Action Assessment" (Attachment A to this Agreement).
2. After the winning proposal is selected, the Agency shall assist King County and the City of Seattle in developing and finalizing a final scope of work for the project. The final scope of work shall identify deliverable due dates that the winning consultant shall meet for the three reports (both the draft and final versions of the reports) and identify due dates for comments and final document reviews by the Agency.
3. The Agency shall implement the tasks assigned to the Agency in the final scope of work developed under section (1)(A)(2) above.

### **B. Duties of the County**

1. The County shall notify the Agency Project Manager at least three business days prior to any scheduled meetings. The County shall provide electronic copies of the proposals, draft and final scopes of work, and draft and final reports to the Agency Project Manager and notify the Agency Project Manager of the due date for written comments at least five days in advance of the due date for written comments.
2. The County shall provide the Agency with electronic copies of the following documents for review and comment:
  - A. All proposals submitted to the County in response to Attachment A, Request for Proposal entitled "King County Community Emission Inventories and Climate Action Assessment."
  - B. All draft(s) of and the final scope of work for the winning consultant.
  - C. All draft(s) of the 2008 King County geographic greenhouse gas emissions inventory report.

**MEMORANDUM OF AGREEMENT: MOA-2010-5**

- D. All draft(s) the 2008 King County consumption-based greenhouse gas emissions inventory report.
- E. All draft(s) of the Community GHG Emissions Measurement Framework report.

3. The County shall provide the Agency Project Manager with electronic copies of the three final reports by June 1, 2011.

2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall be \$30,000. The funding for this contract is provided by the civil penalties fund and is part of the Agency Climate Protection Work Plan for Fiscal Year 2010.

To obtain payment, King County shall submit a lump sum invoice consistent with the provisions of this Agreement to the Agency upon completion of the final scope of work identified in section (1)(A)(2) above. The County shall submit the invoice to the Agency's Manager of Finance and Purchasing at 1904 3<sup>rd</sup> Ave, Suite 105, Seattle WA 98101.

Upon review and approval by the Agency Project Manager, the County's invoice shall be paid within thirty (30) days of submittal. The invoice must be submitted no later than ten (10) working days after the termination date of June 1, 2011.

Funding for work to be conducted after June 30, 2010, is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the County and the County shall not seek any compensation from the Agency under this Agreement after June 30, 2010 until so authorized by the Project Manager.

4. **Term.** The effective date of this Agreement is April 30, 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 1, 2011.

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

**MEMORANDUM OF AGREEMENT: MOA-2010-5**

<b>King County</b>	<b>Agency</b>
Josh Marx	Project Manager: Leslie Stanton
King County Solid Waste Division	Puget Sound Clean Air Agency
201 South Jackson, Suite 701 Seattle, WA 98104	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 206-296-4429	Phone: 206-689-4022
Fax:	Fax: (206) 343-7522
E-mail address: josh.marx@kingcounty.gov	E-mail address: leslies@pscleanair.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. **Early Termination.** Either party may terminate this Agreement 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 the County and the Agency. Upon termination of this Agreement, the Agency, in addition to any other rights provided in this Agreement, may require the County to deliver to the Agency any property specifically produced or acquired for the performance of such part of this Agreement as has been terminated.

8. **Subcontracting.** Neither party, nor any subcontractor of either party, shall enter into subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval of the Agency. 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.

9. **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.

10. **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.

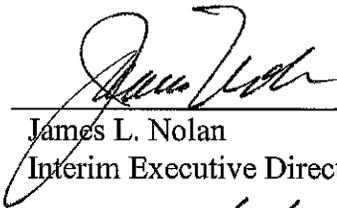
**MEMORANDUM OF AGREEMENT: MOA-2010-5**

11. **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.

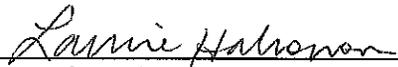
**PUGET SOUND CLEAN AIR AGENCY**

**CONSULTANT  
KING COUNTY**

By:   
James L. Nolan  
Interim Executive Director  
Date: 6/9/10

By:   
Kevin Kiernan  
Director, King County Solid Waste  
Date: 6/2/10

Approved as to Form:

By:   
Laurie Halvorson  
Director of Compliance and Legal  
Date: 6/4/10



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.

Terri Hansen Assistant Division Director

Typed Name & Title of Authorized Representative

Terri Hansen for Karin Kiernan

Signature of Authorized Representative

6/2/10

Date

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