

## 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 **Kent Parks Department**, (hereinafter referred to as the "Kent Parks Department"), (220 4th Avenue South, Kent, WA 98032).

---

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

**WHEREAS**, Kent Parks Department 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 Kent Parks Department mutually agree as follows:

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

This MOA does not involve the exchange of funds between the Agency and Kent Parks Department.

**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 Kent Parks Department property; (ii) prior to installing the station, the Agency must receive written approval from the Kent Parks Department Administrator (as defined herein).

(ii) Agency sampling timeframes shall be approximate: the Agency intends to sample at one site (Arbor 360 or another facility approved by the Kent Parks Department) from October 15, 2012 through December 31, 2012.

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

**B. Duties of Kent Parks Department**

The Kent Parks Department shall: (i) approve the air quality monitoring station location; (ii) allow use of Kent Parks Department's existing electrical power receptacles to support the station, and (iii) allow Agency staff access to the station location. The cost of electricity to support the station is not expected to exceed \$20.00 per month. Agency staff will normally visit the station for about 45 minutes approximately once every two weeks.

2. **Term, Duties upon Termination.** The effective date of this MOA is October 15, 2012. The termination date of this MOA is June 30, 2013. By January 31, 2013, or upon early termination as provided for 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 equipment.

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

<b>Kent Parks Department</b>	<b>Agency</b>
Garin Lee, Operations Superintendent	Project Manager: <u>Matthew Harper</u>
220 Fourth Avenue South, Kent, WA 98032	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (253)-856-5131 (direct) (253)-856-5120 (main)	Phone: (206) 689-4009 (office) (206) 516-9025 (mobile)
Fax: N/A	Fax: (206) 343-7522
E-mail address: glee@kentwa.gov	E-mail address: matth@psc Clean Air.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 Kent Parks Department and the Agency. The Kent Parks Department 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 Kent Parks Department and the Agency.

6. **Kent Parks Department is Not an Employee of the Agency.** Kent Parks Department 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. Kent Parks Department 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 Kent Parks Department 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.

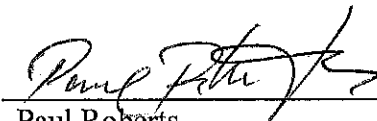
9. **Air Quality Education.** As consideration for the Kent Parks Department's performance under this MOA, the Agency agrees to provide to the Kent Parks Department the following: (a) a one hour air quality science program directed to a community group or parks department staff, and (b) and a copy of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

10. **Compliance with All Laws and Regulations.** The Agency and Kent Parks Department 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**

**KENT PARKS DEPARTMENT**

By:   
Paul Roberts  
Board of Directors, Chair

By:   
(Name) Director of Parks

Date: 11/14/2012

Date: Oct 25, 2012

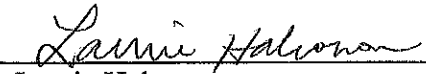
Attest:

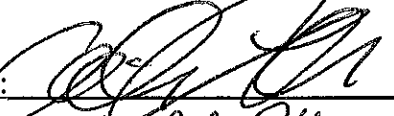
By:   
Craig Kenworthy  
Executive Director

Date: 11/7/2012

Approved as to Form:

Approved as to Form:  
~~KENT PARKS DEPARTMENT~~

By:   
Laurie Halvorson  
Director of Compliance and Legal

By:   
Its: Deputy City Attorney

Date: 11/6/12

Date: 10/25/12



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.

Jeff Watling, Director of Parks  
Typed Name & Title of Authorized Representative

  
Signature of Authorized Representative

10/26/12  
Date

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