

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

---

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

**WHEREAS**, King County is revising its climate pollution inventory and conducting research on greenhouse gas emissions inventory methods; and

**WHEREAS**, King County will be contracting with a consultant to conduct its climate pollution inventory; and

**WHEREAS**, King County and the Agency recognize that collaboration offers an opportunity to improve the quality of information for both parties and facilitate a more efficient use of public funds; and

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

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

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

The purpose of this Agreement is for the Agency to engage in a technical collaboration with, and provide financial assistance to King County to extend the scope of work for the County's climate pollution emissions inventory that will be contracted to a consultant in early 2017.

**A. Duties of Agency**

1. The Agency shall assist King County in developing and finalizing a scope of work for the Contractor to complete the project.
2. The Agency shall assist King County in reviewing draft work products submitted by the Contractor.

3. The Agency shall develop a detailed climate pollution emissions inventory for light-duty on road vehicles and heavy-duty on road vehicles in King, Snohomish, Pierce, and Kitsap Counties. This inventory may partially duplicate the inventory work of the Contractor for King County in the on road sectors.

**B. Duties of the County**

1. The County shall act as project manager for, and conduct all contracting responsibilities with, a consultant (the "Contractor") that has been identified as competent and available to conduct a "geographic plus" climate pollution emission inventory for the calendar year 2015 for sources in King County.
2. The County shall use the funding provide by the Agency to expand the scope of the Contractor's climate pollution emission inventory work to Snohomish, Pierce, and Kitsap counties for all source categories being inventoried in King County, with the exception of light- duty on road vehicles and heavy-duty on road vehicles (the "Expanded Scope").
3. The County shall consult with the Agency and other partners such as the Puget Sound Regional Council to develop the work plan and inventory methodology.
4. The County shall notify the Agency Project Manager at least three business days prior to any scheduled meetings.
5. The County shall provide electronic copies to the Agency Project Manager of the draft and final scopes of work, draft and final reports, and all data spreadsheets, calculations, and assumptions. The County shall 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.
6. The County shall incorporate or address all Agency input on the draft scope of work, draft reports and other work products.
7. The County shall provide the Agency Project Manager with electronic copies of all draft and final reports by June 30, 2017.

2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$65,000.

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) above, by July 14, 2017. 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.

Funding for any work conducted after June 30, 2017, 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 for work completed after June 30, 2017, until so authorized by the Agency Project Manager.

3. **Term.** The effective date of this Agreement is March 6, 2017. No payments in advance or in anticipation of goods or services 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 October 30, 2017.

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

<b>King County</b>	<b>Agency</b>
Project Manager: Matt Kuharic	Project Manager: Phil Swartzendruber
King County	Puget Sound Clean Air Agency
201 South Jackson, Suite 701 Seattle, WA 98104	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 206-477-4554	Phone: 206-689-4085
Fax: n/a	Fax: (206) 343-7522
E-mail address: matt.kuharic@kingcounty.gov	E-mail address: phils@pscleanair.org

5. **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.

6. **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. If the Agency terminates this Agreement without cause, then it shall be responsible to reimburse the County for the costs claimed by the Contractor that are attributable to the Expanded Scope up to the date of termination. The Agency and County shall confer and reach agreement to the amount owed by the Agency if the Agency terminates this Agreement without cause.

7. **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.

8. **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.

9. **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.

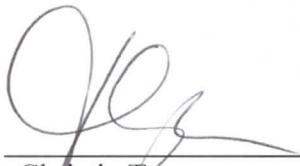
10. **Compliance with All Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, regulations and standards necessary for the performance of this Agreement.

**THIS Agreement** is executed by the persons signing below, who warrant they have the authority to execute this Agreement.

**PUGET SOUND CLEAN AIR  
AGENCY**

**KING COUNTY**

By:   
Paul Roberts  
Board of Directors, Chair

By:   
Christie True  
Director, Department of Natural  
Resources and Parks, King County


Date: 3/23/17

Date: 3/23/2017

Attest:

By:   
Craig T. Kenworthy  
Executive Director  
Date: 3/23/17

Approved as to Form:

By:   
Jennifer Dold  
~~Director of Compliance and Legal~~ *General Counsel JMD*  
Date: 3/23/17