

## MEMORANDUM OF AGREEMENT

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

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**WHEREAS**, the Board of Directors of the Agency deems it desirable to enter into a MOA with the County for the purposes of updating emission inventories for the Puget Sound region; and

**WHEREAS**, the County represents and warrants that it is available, empowered experienced, and qualified to enter into this MOA; and

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

**WHEREAS**, the County is updating its greenhouse gas emissions inventory and conducting research on greenhouse gas emissions inventory methods; and

**WHEREAS**, the County will be contracting with a consultant to conduct its inventory and related modeling work; and

**WHEREAS**, the Agency will provide funding to the County to expand the scope of the consultant's GHG emission inventory work to Snohomish, Pierce, and Kitsap counties; and

**WHEREAS**, the 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 the County mutually agree as follows:

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

The purpose of this Agreement is for the Agency to engage in a technical collaboration with and provide financial assistance to the County to expand the scope of work for the County's GHG Emissions Inventories and Modeling Project that will be contracted to a consultant in early 2021.

**A. Duties of Agency**

- i. The Agency shall assist the County in developing and finalizing the geographic emission inventory scope for King, Kitsap, Snohomish, and Pierce Counties. In addition, the Agency shall approve the methodology to be used for the geographic emission inventory work.
- ii. The Agency shall participate in advising on and supporting the project with technical inputs throughout its duration.
- iii. The Agency shall not have any role in conducting the Request for Proposal (RFP) process and contracting with the consultant.
- iv. The Agency shall provide the funding to the County to expand the scope of the consultant's GHG emission inventory work to Snohomish, Pierce, and Kitsap counties (also for the calendar year 2019) for all geographic based source categories being inventoried in King County.
- v. The Agency shall review draft documents and provide written technical input within the County's timeframe on all four counties. The Agency shall approve final geographic inventories for Kitsap, Snohomish, and Pierce Counties.

**B. Duties of the County**

- i. The County shall act as project manager for, and conduct all contracting responsibilities with, a consultant that will conduct the inventory work, analysis, and reporting.
- ii. The County shall use the funding provided by the Agency to expand the scope of the consultant's GHG emission inventory work to Snohomish, Pierce, and Kitsap counties (also for the calendar year 2019) for all geographic based source categories being inventoried in King County.
- iii. The County and its consultant shall consult with the Agency and other partners such as the Puget Sound Regional Council to develop the work plan and inventory methodology.
- iv. The County shall notify the Agency Project Manager at least three business days prior to any scheduled meetings with the consultant or Project Board.

- v. The County shall provide electronic copies to the Agency Project Manager of the draft and final scopes of work, draft reports, data spreadsheets, and assumptions.
- vi. The County shall notify the Agency Project Manager of the due date for written comments at least ten business days in advance of the due date.
- vii. The County shall incorporate or address all Agency input on the draft scope of work, draft reports, and other work products. The County shall approve the final inventories for King County.
- viii. The County shall provide the Agency Project Manager with electronic copies of all draft reports and the final report, for work updating the countywide geographic based GHG emissions inventories for 2019 for all four counties. This will include a summary of all four counties, and all raw data, working files, and calculations.

### C. Project Milestones and Deliverables

The Agency and the County mutually agree to the project deliverables and their respective due dates as follows:

Project Deliverables	Due Date
<b>The Agency</b> will approve the geographic emission inventory scope and methodology for all four counties	June 30, 2021
<b>The County</b> will submit to the Agency all the raw data collected by the consultant to date for the geographic inventories	June 30, 2021
<b>The County</b> will submit to the Agency a draft report of the geography-based inventory for King county	June 30, 2021
<b>The County</b> will submit to the Agency all remaining raw data and working files for the geographic-based inventories for all four counties, including graphs, data spreadsheets, calculations, and assumptions	October 31, 2021
<b>The County</b> will submit to the Agency a draft report of geography-based inventories for Kitsap, Snohomish, and Pierce counties (combined with or separate from the King County inventory)	October 31, 2021
<b>The Agency</b> will review the draft reports and provide technical feedback to the County	10 business days after submission of drafts

MOA No. 2021-020-0

<b>The County</b> will submit to the Agency the final report of geography-based inventories for King, Kitsap, Snohomish, and Pierce counties. This will include a summary of all four counties, and all raw data, working files, and calculations.	December 31, 2021
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2. **Compensation.** The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$60,000. The amount paid by the Agency for work completed up to June 30, 2021 shall not exceed \$30,000.

Funding for work to be conducted after June 30, 2021 is contingent upon approval of funding by the Agency Board of Directors. The County shall not seek any compensation from the Agency under this Agreement for work completed after June 30, 2021 until so authorized by the Agency Project Manager.

To obtain payment, the County shall submit a lump sum invoice consistent with the provisions of this Agreement to the Agency upon approval of milestones by the Agency identified in section (1) above, by July 9, 2021 for work completed by June 30, 2021. The final invoice must be submitted no later than ten (10) working days after the termination date of this Agreement. 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 and shall be paid upon successful performance by the County and within thirty (30) days after review and approval by the Project Manager.

3. **Term.** The effective date of this MOA is upon signature by all parties below. 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 Agreement will be at the sole expense and risk of the County. The termination date of this Agreement is June 30, 2022.

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

<b>The County</b>	<b>The Agency</b>	
Project Manager: Matt Kuharic	Project Manager: Isha Khanna	Finance Manager: Karen Houser
King County	Puget Sound Clean Air Agency	Puget Sound Clean Air Agency
201 South Jackson, Suite 701 Seattle, WA 98104	1904 Third Avenue, Suite 105 Seattle, WA 98101	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: 206-477-4554	Phone: 206-689-4005	Phone: (206) 689-4036
Fax: n/a	Fax: (206) 343-7522	Fax: (206) 343-7522
E-mail address: <a href="mailto:matt.kuharic@kingcounty.gov">matt.kuharic@kingcounty.gov</a>	E-mail address: <a href="mailto:ishak@pscleanair.gov">ishak@pscleanair.gov</a>	E-mail address: <a href="mailto:karenh@pscleanair.gov">karenh@pscleanair.gov</a>

MOA No. 2021-020-0

5. **Changes.** The parties may, from time to time, require changes in this MOA. Only the Agency's Project Manager shall have the authority to negotiate changes on behalf of the Agency. The parties shall mutually agree to all changes by written amendment to the MOA.

6. **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. Upon termination of this MOA, the Agency, in addition to any other rights provided in this MOA, may require the County to deliver to the Agency any property specifically produced or acquired for the performance of such part of this MOA as has been terminated.

7. **The County is Not an Employee of the Agency.** The County 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 County 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 County make any claim of right, privilege or benefit which would accrue to an employee under the law.

8. **Subcontracting.** The County shall not enter into subcontracts for any of the services or work contemplated under this MOA 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 MOA, 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.

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

12. **Non-discrimination.** During performance of this Agreement, the parties shall comply with all federal, state and local nondiscrimination laws, regulations and policies, including but not limited to, Title VI of the Civil Rights Act and all implementing regulations.

MOA No. 2021-020-0

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

## PUGET SOUND CLEAN AIR AGENCY

By:

1. What is the difference between a primary and a secondary market?

Paul Roberts  
Board of Directors, Chair

Date: 3/10/21

## KING COUNTY

By:

DocuSigned by:  
  
3BF37BA2A4A1476...

Mo McBroom  
Deputy Director, Department of  
Natural Resources and Parks, King  
County

3/2/2021

Date: \_\_\_\_\_

Attest:

By:

**Craig T. Kenworthy  
Executive Director**

Date: 3/18/2021

Approved as to Form:

By:

Jennifer A. Dold  
General Counsel

Date: 3/4/21

Memorandum of Agreement Form No. 61-202 (Rev. 04/2016) bhw