

MEMORANDUM OF AGREEMENT

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 (**Eatonville School District No. 404**), (hereinafter referred to as the " School District"), (200 Lynch St W, ATTN: Facilities and Maintenance, PO Box 698, Eatonville, WA 98328).

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

WHEREAS, the School District 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 the School District mutually agree as follows:

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

This MOA does not involve the exchange of funds between the Agency and the School District.

A. Duties of the 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 School District property;
- (ii) prior to installing each station, the Agency must receive prior approval from the Facilities and Maintenance Manager (as defined herein);
- (iii) Agency staff shall comply with the terms and conditions of this agreement.
- (iv) Agency sampling timeframes are approximate: the Agency intends to sample at one station from November 1, 2013 through February 28, 2014.
- (v) All equipment related to each station, and all data obtained from each station, is owned by the Agency.

B. Duties of the School District

- (i) The School District shall, using its reasonable discretion approve the air quality monitoring station location;
- (ii) allow use of one existing electrical power receptacle to support the station.
- (iii) allow access to the station for the following Agency staff: Matt Harper, Greg Sandau, and Adam Petrusky. One Agency staff member will normally need to visit each station approximately every two weeks for about 45 minutes.

2. **Term, Duties upon Termination.** The effective date of this MOA is October 1, 2013. The termination date of this MOA is March 31, 2014. Upon termination, whether due to expiration of the term or as a result of agreement of the parties, the Agency shall remove all equipment from School District property and restore such property to a condition as good or better than when the Agency first

took occupancy, with equipment removal and property restoration to be completed prior to March 31, 2014.

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

<i>Eatonville School District No. 404</i>	Agency
Facilities and Maintenance Manager: Josh Heersink	Project Manager: <i>Matthew Harper</i>
200 Lynch St W, PO Box 698 Eatonville, WA 98328 -0698	1904 Third Avenue, Suite 105 Seattle, WA 98101
Phone: (360) 879-5501	Phone: (206) 689-4009 (office) (206) 516-9025 (mobile)
Fax: (360) 879-1086	Fax: (206) 343-7522
E-mail: josh_heersink@eatonville.wednet.edu	E-mail: matth@pscleanair.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 School District and the Agency. The School District 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 School District and the Agency.

6. **School District is Not an Employee of the Agency.** The School District 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 School District 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 School District 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.

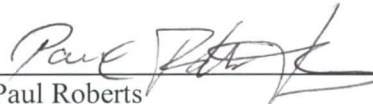
9. **Air Quality Education.** As consideration for the School District's performance under this MOA, the Agency agrees to provide to the School District the following: (a) a one hour air quality science program directed to a community group or School District staff or students, and (b) copy of the data & report from the air quality monitoring.

10. **Compliance with All Laws and Regulations.** The Agency and School District 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 their respective entity and that all procedural requirements necessary for the execution of this agreement have been taken by their respective entity.

PUGET SOUND CLEAN AIR AGENCY

**EATONVILLE SCHOOL
DISTRICT NO. 404**

By: 
Paul Roberts
Board of Directors, Chair

By: _____
(Name)

Date: 10/23/2013

Date: _____

Attest:

By: 
Craig Kenworthy
Executive Director


Date: 10/19/13

Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal

Date: 10/17/13

EATONVILLE SCHOOL DISTRICT NO. 404

By: 
Its: HA / BUSINESS MANGER
Date: 10.15.13