

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 **Snohomish County**, (hereinafter referred to as the "County"), 600 128th Street in Everett, WA 98208.

WHEREAS, scientific documentation shows that the increasing greenhouse gas pollution in the atmosphere surrounding earth is raising global temperatures, and Washington State is especially vulnerable – our landscape, agriculture, and natural resources; and

WHEREAS, the Snohomish County Green Ribbon Task Force of Climate and Energy has determined citizens of Snohomish County will be impacted by climate change; and

WHEREAS, Snohomish County in partnership with Washington State University Extension and the University of Washington is developing the Carbon Masters Program;

WHEREAS, the Carbon Masters Program engages volunteer educators and the community in actions to address and adapt to expected climate change,

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into an Agreement with Snohomish County for the purposes of Carbon Masters Training; and

WHEREAS, the parties enter into this Agreement pursuant to RCW 39.34 et. seq.; and

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

1. **Purpose and Scope of this Agreement.** The purpose of this Agreement is to engage and train volunteers on current climate change research and have these volunteers conduct community initiatives that inspire behavior change and greater civic engagement.

A. Duties of the Agency

- i. Participate in Advisory Board work for the Carbon Masters program as determined by the Agency.
- ii. Remit payment within 30 days of receipt of invoices that meet the requirements of Section 2 (Compensation) herein and this Agreement.
- iii. Provide feedback and input to the County on the Carbon Masters Program training, curriculum, and volunteer projects.

B. Duties of the County

- i. Conduct an 8-week Carbon Masters Training Program for 15-20 new volunteers using the County's Carbon Masters curriculum.
- ii. Convene an Advisory Board meeting in Spring 2012 and continue dialogue regarding project development with Advisory Board members.
- iii. Guide current active volunteer leaders and engaged Carbon Masters in their community outreach and projects, which will total approximately 1,750 hours.
- iv. Prepare a final report on the experiences, lessons learned, and next steps after the Training Program is complete. This final report shall be completed and

submitted to the Agency by December 30, 2012, and shall include the total number of trainees, the total number of volunteer hours served by those trained, and a description of the outreach and project activities undertaken by the volunteers.

- v. Submit invoices to the Agency on a monthly basis.

2. **Compensation.**

- a. The total amount paid by the Agency for satisfactory performance of the work under this Agreement shall not exceed \$5,000. The funding for this Agreement is provided by the Strategic Initiatives Fund and is part of the Agency Public Education & Outreach Work Plan (CMU12-Task A-3 for Fiscal Year 2012).
- b. To obtain payment, the County shall submit invoices monthly to the Agency Project Manager. Submitted invoices should show time and material information. Charges should show name of the person who performed the work, cost per hour, and specific number of hours spent within a given billing period. Invoices shall be paid within 30 days after review and approval by the Project Manager. The final invoice must be submitted no later than 10 working days after the termination date (June 30, 2013).

3. **Subcontracting.** The County is authorized to subcontract with Washington State University for temporary employment help. The County shall not enter into any other subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval by the Project Manager. 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.

4. **Term.** The effective date of this Agreement is April 10, 2012. 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 Agreement will be at the sole expense and risk of the County.

The termination date of this Agreement is June 30, 2013.

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

| County | Agency |
|--|--|
| Janet Jayne | Project Manager: Kimberley Cline |
| Snohomish County | Puget Sound Clean Air Agency |
| 600 128 th Street | 1904 3 rd Avenue, Suite 105 |
| Everett, WA 98208 | Seattle, WA 98101 |
| Phone: (425) 357-6003 | Phone: (206) 689-4070 |
| Fax: (425) 338-3994 | Fax: (206) 343-7522 |
| E-mail: janet.jayne@co.snohomish.wa.us | E-mail: kimberleyc@pscleanair.org |

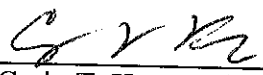
6. **Changes.** The parties may, from time to time, require changes in the scope of services performed under this Agreement. The parties shall mutually agree to the changes by written amendment to the Agreement.

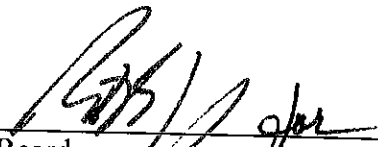
7. **Assignment.** The work provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party.
8. **Indemnification.** Each party to this Agreement shall be responsible for 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.
9. **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.

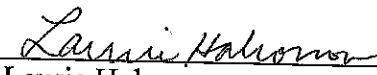
**PUGET SOUND CLEAN AIR
AGENCY**

SNOHOMISH COUNTY

By: 
Craig T. Kenworthy
Executive Director
Date: 4/19/2012

By: 
Aaron Reardon
Snohomish County Executive
PETER B. CAMP
Executive Director
Date: 4/11/12

Approved as to Form:

By: 
Laurie Halvorson
Director of Compliance and Legal
Date: 4/18/12



Puget Sound Clean Air Agency
1904 3rd 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.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

PETER B. CAMP
Executive Director

Date

4/11/12

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