

**AGREEMENT BETWEEN
PUGET SOUND CLEAN AIR AGENCY AND
THE TOWN OF DARRINGTON
FOR REIMBURSEMENT OF COSTS
FOR INDOOR BURNING OUTREACH AND EDUCATION**

This 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 the **Town of Darrington**, City Hall, 1005 Cascade Street, PO Box 397 Darrington, WA 98241, (hereinafter referred to as the "Town of Darrington"), for the purposes and terms set forth in this agreement.

I. RECITALS

WHEREAS, the Agency implements programs in its four-county area to reduce harmful emissions from indoor burning in order to improve air quality, public health, and the environment; and

WHEREAS, the Town of Darrington and the Agency have developed a partnership to improve the Town's air quality; and

WHEREAS, the Agency has conducted air quality monitoring in the Town of Darrington to measure the levels of fine particulate and determined that these levels exceed health thresholds; and

WHEREAS, the Agency and the Town of Darrington believe that one of the major sources of that fine particulate in Darrington is attributable to indoor burning; and

WHEREAS, the Agency has grant money available that may be applied to indoor burning emission reduction projects; and

WHEREAS, the Agency and the Town of Darrington agree that this grant money shall be used to pay the cost of conducting a survey of heating practices and public education about air quality in Darrington; and

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into this Agreement with the Town of Darrington to provide funding for the costs associated with these information collection and outreach activities.

II. AGREEMENT

NOW, THEREFORE, the Town of Darrington and the Agency agree as follows:

A. PURPOSE. The purpose of this Agreement is to establish procedures for the Agency to reimburse the Town of Darrington for the costs associated with an outreach and data collection effort in support of a project to reduce emissions from residential heating through December 31, 2005.

B. TERM. This Agreement shall commence on July 15, 2005 and shall terminate on December 31, 2005. Either party may terminate this Agreement at any time with or without cause by giving a thirty (30) day written notice to the other party of such termination and by specifying the effective date of the termination.

C. REIMBURSEMENT. The Town of Darrington may apply for reimbursement from the Agency for the costs of conducting a heating survey, including funding for summer intern students, and for providing outreach services to the public in the Town of Darrington until December 31, 2005, as described in this section.

1. The maximum amount that the Town of Darrington may be reimbursed by the Agency pursuant to this Agreement is Five Thousand Dollars (\$5,000). Funding for this Agreement comes from the Agency's supplemental income account.
2. In support of its requests for reimbursement, the Town of Darrington will provide the Agency with a list of expenditures for outreach and survey-related expenses and documentation showing the Town of Darrington paid these costs.
3. The Town of Darrington may submit requests for reimbursement monthly or in a single request before the termination date of the Agreement. Requests for reimbursement shall be sent to the Agency's Manager of Finance and Purchasing. The final request for reimbursement shall be submitted no later than ten (10) working days after the termination date of this Agreement.

D. HOLD HARMLESS/INDEMNIFICATION. To the extent legally permitted, each party shall indemnify and hold harmless the other party from and against any and all claims, actions, damages, liability, and expense, including, without limitation, reasonable attorney's fees, incurred as a result of such party's actions under this Agreement; provided that, if such claims, actions, damages, liability, or expense arise from concurrent negligence of two or more of the parties, including instances where this Agreement is subject to the provisions of RCW 4.24.115, then the obligation to indemnify under this Agreement shall be effective only to the extent of each party's own negligence. No party shall be required under this section to indemnify another for its sole negligence.

E. NOTICES. All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

Town of Darrington
Lyla Boyd
PO Box 397
Darrington, WA 98241

Puget Sound Clean Air Agency
Amy Fowler
110 Union Street, Suite 500
Seattle, WA 98101

Or to such other respective addresses as either party hereto may hereafter designate in writing.

III. GENERAL PROVISIONS

A. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Washington.

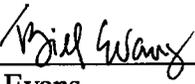
B. AMENDMENTS/MODIFICATIONS. This Agreement may be amended or modified only by written agreement of the parties.

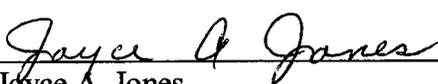
C. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

IN WITNESS HEREOF, the undersigned have, on the date set next to their signatures, executed this Agreement on behalf of the parties hereto.

**PUGET SOUND
CLEAN AIR AGENCY**

**TOWN OF
DARRINGTON**

By: 
Bill Evans
Board of Directors, Chair

By: 
Joyce A. Jones
Mayor, Town of Darrington

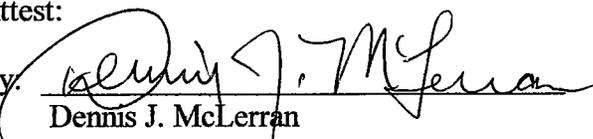
Date: 7/22/05

Date: 7-13-2005

By: 
Lyla Boyd
Clerk-Treasurer, Town of Darrington

Date: 07-13-2005

Attest:

By: 
Dennis J. McLerran
Executive Director

Date: 7/18/05

Approved as to form:

By: 
Laurie Halvorson
General Counsel

Date: 7/18/05

Puget Sound Clean Air Agency
110 Union Street, Suite 500
Seattle, WA 98101

**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

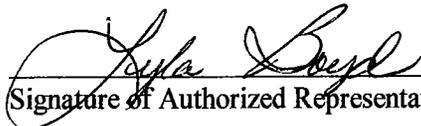
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (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.

LYLA BOYD, CLERK-TREASURER

Typed Name & Title of Authorized Representative


Signature of Authorized Representative

07-13-05
Date

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