

**AGREEMENT BETWEEN  
THE KING COUNTY METRO TRANSIT AGENCY  
AND THE PUGET SOUND CLEAN AIR AGENCY  
FOR REIMBURSEMENT OF COSTS  
OF PURCHASING MACHINES TO CLEAN DIESEL PARTICULATE FILTERS**

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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 King County Metro Transit Agency** (hereinafter referred to as the "Transit Agency"), 201 South Jackson St. Seattle, WA 98104, for the purposes and terms set forth in this Agreement.

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**I. RECITALS**

**WHEREAS**, the Agency implements the Diesel Solutions program to reduce harmful emissions from diesel vehicles in order to improve air quality, public health, and the environment; and

**WHEREAS**, the Transit Agency operates and maintains a fleet of diesel vehicles which have been retrofitted with diesel particulate filters and are using ultra-low-sulfur diesel fuel (ULSD); and

**WHEREAS**, it is in the interest of the Transit Agency and the Agency to reduce air quality impacts associated with transit bus operations; and

**WHEREAS**, the Agency has discretionary grant money available from the Statewide Pollution Abatement Program which may be applied to non-school bus air-pollution reduction projects; and

**WHEREAS**, the Agency and the Transit Agency agree that this grant money shall be used to fund the costs of purchasing machines to clean the diesel particulate filters; and

**WHEREAS**, the Board of Directors of the Agency deems it desirable to enter into this Agreement with the Transit Agency to reimburse the Transit Agency for the cost of purchasing the cleaning machines.

**II. AGREEMENT**

**NOW, THEREFORE**, the Transit Agency and the Agency agree as follows:

**A. PURPOSE.** The purpose of this Agreement is to establish procedures for the Agency to reimburse the Transit Agency up to \$55,000.00 for the cost of purchasing machines that clean diesel particulate filters.

**B. TERM.** This agreement shall commence on October 1, 2005 and shall terminate January 31, 2006.

**C. REIMBURSEMENT.** The Transit Agency may apply for reimbursement from the Agency for the costs of purchasing machines that clean diesel particulate filters, as described in this section.

1. The maximum amount that the Transit Agency may be reimbursed by the Agency pursuant to this Agreement is Fifty-Five Thousand Dollars (\$55,000.00), from State Department of Ecology Grant No. G0400074.
2. The Agency shall pay for up to one hundred percent (100%) of the cost of purchasing up to four (4) machines that clean diesel particulate filters, including sales tax and shipping costs, if applicable. The machines shall be capable of physically and thermally removing soot and other materials that impede proper operation of the filter. A machine may be a single unit or a number of components that operate together to mechanically and thermally clean the filters.
3. In support of its request for reimbursement for purchase of the cleaning machines, the Transit Agency will provide the Agency with a copy of the bill from the vendor of the diesel particulate filter cleaning machine and the Transit Agency invoice paying the bill. The Transit Agency submittal to the Agency shall clearly identify the number of machines purchased, the unit cost of each machine and/or component, and the total cost of the purchase including any applicable taxes and shipping costs.
4. The request for reimbursement shall be sent to the Agency's Manager of Finance and Purchasing. The 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:

To the King County Metro  
Attention: Kevin Desmond, General Manager  
201 South Jackson St.  
Seattle, WA 98104

To the Puget Sound Clean Air Agency:  
Paul Carr  
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**

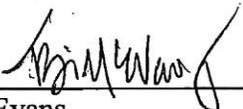
**A. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Washington.

**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.

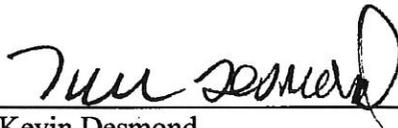
**IN WITNESS HEREOF,** the undersigned have, on the date set next to their signatures, executed this Agreement on behalf of the parties hereto.

**PUGET SOUND  
CLEAN AIR AGENCY**

By:   
Bill Evans  
Board of Directors, Chair

Date: 11/3/05

**KING COUNTY METRO**

By:   
Kevin Desmond  
General Manager  
King County Metro Transit

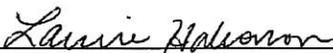
Date: 10/16/05

**Attest:**

By:   
Dennis J. McLerran  
Executive Director

Date: 10/28/05

**Approved as to form:**

By:   
Laurie Halvorson  
General Counsel

Date: 10/21/05

U.S. Environmental Protection Agency  
Washington, D.C. 20460

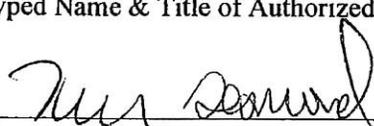
**Certification Regarding  
Debarment, Suspension and Other Responsibility Matters**

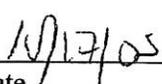
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (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

  
\_\_\_\_\_  
Date

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

## Instructions

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the regulation.

### Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

### How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation \* (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Office of Grants and Debarment  
Suspension and Debarment Division  
U.S. Environmental Protection Agency  
401 M. Street, S.W.  
Washington, D.C. 20460  
(Telephone: 202-260-8025)