

AGREEMENT BETWEEN SEATTLE PUBLIC UTILITIES AND THE PUGET SOUND CLEAN AIR AGENCY FOR REIMBURSEMENT OF COSTS RELATED TO PURCHASING AND INSTALLING EMISSION REDUCTION EQUIPMENT ON SOLID WASTE COLLECTION VEHICLES SERVING THE CITY OF SEATTLE

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 **SEATTLE PUBLIC UTILITIES (SPU)**, 700 Fifth Avenue, Seattle, WA 98124-4018, (hereinafter referred to as the "SPU"), for the purposes and terms set forth in this Agreement.

I. RECITALS

WHEREAS, SPU plans to retrofit approximately one hundred seventy (170) diesel powered solid waste collection trucks, model years 1984-2004, with emission-reduction devices; and

WHEREAS, the Agency has identified the reduction of diesel emissions as a priority in the region and has established a Diesel Solutions program to reduce diesel emissions; and

WHEREAS, SPU oversees diesel powered contractor fleets that provide solid waste collection services to the City of Seattle; and

WHEREAS, the Agency has allocated fifty thousand dollars (\$50,000) in grant funds to SPU to reduce diesel emissions from solid waste collection vehicles; and

WHEREAS, SPU and the Agency agree that grant money shall be used to supplement the purchase and installation of approximately 170 diesel oxidation catalysts (DOCs) on older solid waste collection vehicles; and

WHEREAS, it is in the interest of SPU and the region to reduce air quality impacts associated with diesel solid waste collection vehicles; and

WHEREAS, SPU and the Agency agree that funding assistance from the Agency would help sustain SPU's efforts to implement air emission reduction strategies in the City of Seattle and King County.

II. AGREEMENT

NOW, THEREFORE, SPU and the Agency agree as follows:

A. **PURPOSE.** The purpose of this Agreement is to establish procedures for Agency reimbursement to SPU for the purchase and installation of DOCs on diesel solid waste collection vehicles.

B. **TERM.** This Agreement shall remain in effect until June 30, 2006.

C. REIMBURSEMENT. SPU may apply for reimbursement from the Agency for the costs associated with purchase and installation of the DOCs.

1. The Agency has approved the SPU work plan (attached as Exhibit A and hereby incorporated by reference) detailing the tasks and activities, implementation schedule, and anticipated costs associated with this project.
2. The maximum that SPU may be reimbursed by the Agency pursuant to this Agreement is Fifty Thousand Dollars (\$50,000.00). Funding for this Agreement comes from the Washington State Department of Ecology Grant No. G0400074.
3. In support of requests for reimbursement for purchasing and installing emission reduction equipment, SPU will provide the Agency with a copy of the purchase order, labor charges and receipts.
4. SPU will submit invoices for reimbursement to the Agency by email on a monthly basis. Requests should be sent to the Agency's Manager of Finance and Purchasing at finance@pscleanair.org. Final invoices must 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:

Seattle Public Utilities:
Hans Van Dusen, Solid Waste Contracts Manager
Seattle Public Utilities
700 Fifth Avenue
P.O. Box 34018
Seattle, WA 98124-4018

Puget Sound Clean Air Agency:
Tom Hudson
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.

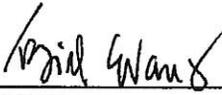
B. AMENDMENTS/MODIFICATIONS. This Agreement may be amended or modified only by written Agreement of the parties.

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**

**CONSULTANT
SEATTLE PUBLIC UTILITIES**

By: 
Bill Evans
Board of Directors, Chair


Chuck Clarke
Director

Date: 11/16/05

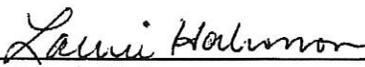
Date 11/9/05

Attest:

By: 
Dennis J. McLerran
Executive Director

Date: 11/14/05

Approved as to form:

By: 
Laurie Halvorson
General Counsel

Date: 11/20/05

EXHIBIT A
WORK PLAN

SEATTLE PUBLIC UTILITIES GREEN GARBAGE TRUCK WORK PLAN

APPLICANT:
Seattle Public Utilities
700 Fifth Avenue
P.O. Box 34018
Seattle, WA 98124-4018

CONTACT PERSON:

Hans Van Dusen, Collection Contracts Manager
Seattle Public Utilities
700 Fifth Avenue
P.O. Box 34018
Seattle, WA 98124-4018

FUNDS REQUESTED: \$50,000

FUNDING MECHANISM: \$50,000 matching grant from Puget Sound Clean Air Agency, \$375,000 from Seattle Public Utilities.

DESCRIPTION:

Purpose and Introduction

The purpose of this project is to upgrade approximately one hundred seventy (170) solid waste collection vehicles operated by Seattle Public Utilities' contractors with clean diesel after-treatment devices. These devices, along with the use of B20, a mixture of 20 percent biodiesel and 80 percent Ultra-Low Sulfur Diesel, will significantly reduce emissions in our region.

SPU and the Puget Sound Clean Air Agency jointly propose to conduct a retro-fit program to upgrade solid waste collection vehicles with clean diesel after treatment devices. The after-treatment devices will consist of oxidation catalysts to be installed in place of the existing mufflers. The devices will be installed by mechanics or contractors selected by SPU's contractors.

The Puget Sound Clean Air Agency will contribute up to \$50,000 in matching funds, along with \$375,000 from Seattle Public Utilities. SPU will serve as the overall project manager.

Project Objectives

The objective of this project is to improve overall air-quality in Seattle and King County. With the installation of oxidation catalysts on one hundred seventy (170) solid waste collection trucks during the remainder of 2005 and the first six months of 2006, along with the use of B20 made with Ultra-Low Sulfur Diesel, Seattle Public Utilities expects to reduce overall emissions by up to 90% of the current rate.

Service Contractor Agreements

SPU will negotiate Agreements the collection contractors to purchase and install oxidation catalysts on all active collection trucks – approximately 170 trucks.

Anticipated Costs

Purchase of oxidation catalysts and installation at approximately \$2,500 for each solid waste collection truck.

Project Management

The SPU project manager for the purchase and installation of the oxidation catalysts will be Hans Van Dusen.

Implementation schedule

This project is expected to begin in the summer of 2005 with completion by June 30, 2006.

Expected Results

From current emissions, SPU expects to reduce the overall particulate matter emissions by 40% between now and June 30, 2006. This will be accomplished by the following:

Retro-fit of 170 existing solid waste collection trucks with oxidation catalysts;

Use of B20 blended to include use of Ultra-Low Sulfur Diesel.

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.

Chuck Clarke, Director, Seattle Public Utilities

Typed Name & Title of Authorized Representative

Chuck Clarke

Signature of Authorized Representative

11/9/05

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)