

AGREEMENT BETWEEN THE KENT SCHOOL DISTRICT AND THE PUGET SOUND CLEAN AIR AGENCY FOR REIMBURSEMENT OF COSTS FOR INSTALLING DIESEL OXIDATION CATALYST MUFFLERS

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 KENT SCHOOL DISTRICT** No. 415 (hereinafter referred to as the "School District"), 12033 SE 256th Street A-600 Kent, WA 98030-6643, a School District in the State of Washington, for the purposes and terms set forth in this Agreement.

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 School District operates and maintains a fleet of diesel vehicles and uses ultra low sulfur diesel fuel (ULSD); and

WHEREAS, it is in the interest of the School District and the Agency to reduce air quality impacts associated with school bus operations; and

WHEREAS, the School District is working with the Agency, to install emission reduction equipment on school buses in the School District's fleet; and

WHEREAS, the Agency has funding from the Washington State School Bus Retrofit Program, Grant Number G0400074, and

WHEREAS, the Agency and the School District agree that this grant money shall be used to pay for the costs of installing diesel oxidation catalyst mufflers; and

WHEREAS, the Board of Directors of the Agency deems it desirable to enter into this Agreement with the School District to provide funding for the School District to assist the School District in its efforts to install diesel oxidation catalyst mufflers on the diesel vehicles in the School District fleet.

II. AGREEMENT

NOW, THEREFORE, the School District and the Agency agree as follows:

A. PURPOSE. The purpose of this Agreement is to establish procedures for the Agency to reimburse the School District for the cost of its staff to install diesel oxidation catalyst mufflers on the buses in the School District's fleet.

B. TERM. This Agreement shall commence on July 1, 2004 and shall terminate December 31, 2004.

C. REIMBURSEMENT. The School District may apply for reimbursement from the Agency for the labor costs of installation of the diesel oxidation catalyst mufflers, as described in this section.

1. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is Seventeen Thousand Five Hundred Dollars (\$17,500.00) from the State School Bus program. The Agency will only reimburse the School District for the installations performed at the rate specified in subsection C.2.
2. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is \$300 per diesel oxidation catalyst muffler installation. Installation costs may include the labor and time to remove the existing muffler, install the diesel oxidation catalyst muffler (DOCM), including the lap clamps and high temperature sealant and test the newly installed DOCM to insure proper operation. Installation costs may also include the time to remove or install mounting brackets and fittings, but shall not include the costs of those parts.
3. In support of its request for reimbursement, the School District will provide the Agency with a bill(s). The School District submittal(s) to the Agency shall clearly identify the bus, the make and model of diesel oxidation catalyst muffler installed, the time (e.g. hours) required to perform the installation, and the cost for each retrofit bus on the submitted bill. Each bill shall specify the sum of the individual installation costs for the buses listed in the bill, but shall not include any sales tax.
4. The School District may submit requests for reimbursement monthly, quarterly 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 last 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 Kent School District:
Attention: Don Walkup
25211 104th Avenue SE
Kent WA 98030-6438

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 designated in writing.

III. GENERAL PROVISIONS

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

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

VIII. 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 WHEREOF, the parties have caused this Agreement to be executed on the date first shown above.

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**

KENT SCHOOL DISTRICT

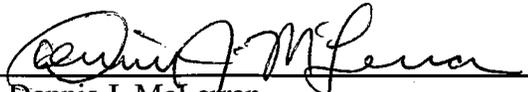
By: Bill Evans
Bill Evans
Board of Directors, Chair

By: Barbara Grohe
Barbara Grohe, Ph.D.
Superintendent
Kent School District No. 415

Date: 7/5/04

Date: 6/16/04

Attest:

By: 
Dennis J. McLerran
Executive Director

Date: 10/29/04

Approved as to form:

By: 
Laurie Halvorson
General Counsel

Date: 6/25/04

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.

Barbara Grohe, Ph.D. Superintendent, Kent School District No. 415
Typed Name & Title of Authorized Representative

Barbara Grohe
Signature of Authorized Representative

6/16/04
Date

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