

**AN AGREEMENT BETWEEN THE NORTHWEST CLEAN AIR AGENCY AND THE PUGET SOUND CLEAN AIR AGENCY FOR REIMBURSEMENT OF COSTS RELATED TO PROVIDING SUPPLEMENTAL FUNDING TO THE STANWOOD-CAMANO SCHOOL DISTRICT FOR THE PURCHASE OF ULTRA LOW SULFUR DIESEL FOR USE IN DIESEL POWERED SCHOOL BUSES**

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This Agreement is entered into between the Puget Sound Clean Air Agency (hereinafter referred to as PSCAA), a municipal corporation of the laws of the State of Washington, and Northwest Clean Air Agency (hereinafter referred to as NWCAA), a municipal corporation of the laws of the State of Washington, for the purposes and terms set forth in this Agreement.

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**I. RECITALS**

**WHEREAS**, the NWCAA will pay the Stanwood-Camano School District for the price differential between regular on-road diesel and ultra low sulfur diesel (ULSD) to help reduce harmful diesel exhaust emissions from the fleet of diesel school buses; and

**WHEREAS**, the NWCAA and the PSCAA manage the Statewide Clean School Bus program within their jurisdictions; and

**WHEREAS**, it is in the interest of the NWCAA and PSCAA to reduce air quality impacts associated with diesel school buses; and

**WHEREAS**, the Stanwood-Camano School District serves areas within both agency jurisdictions; and

**WHEREAS**, the NWCAA has allocated up to \$8,500 in Statewide Clean School Bus program grant funds to pay the Stanwood-Camano School District for the price differential between the costs of regular on-road diesel and ULSD for the period beginning December 1, 2005 and ending June 30, 2006; and

**WHEREAS**, the PSCAA agrees to pay one half of the costs that the NWCAA incurs in funding the price differential for the cleaner fuel; and

**II. AGREEMENT**

**NOW, THEREFORE**, NWCAA and PSCAA agree as follows:

A. **PURPOSE.** The purpose of this Agreement is to establish procedures for PSCAA to reimburse NWCAA for one-half the cost of funding the price differential between the cost of regular on-road diesel and ULSD for the Stanwood-Camano School District.

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

C. **REIMBURSEMENT.** The NWCAA may apply for reimbursement from the PSCAA for one-half of the costs associated with funding the price differential between regular on-road diesel and ULSD.

1. The maximum that NWCAA may be reimbursed by the PSCAA pursuant to this Agreement is four thousand two hundred fifty dollars (\$4,250.00). Funding for this Agreement comes from the Washington State Department of Ecology Grant No. G0400074.
2. In support of requests for reimbursement for purchasing ULSD, NWCAA will provide the PSCAA with a copy of the appropriate documentation of fuel purchases including gallons of ULSD purchased, the ULSD price, and the regular on-road diesel price as supplied by the Stanwood-Camano School District.
3. The NWCAA will submit an invoice for reimbursement to the PSCAA by email no later than June 30, 2006. Requests should be sent to the Agency's Manager of Finance and Purchasing at [finance@pscleanair.org](mailto:finance@pscleanair.org). The final invoice must be submitted no later than thirty (30) 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:

Northwest Clean Air Agency:  
Jamie Randles, Director  
1600 S. 2<sup>nd</sup> Street  
Mount Vernon, WA 98273

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.

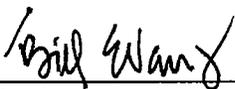
**B. AMENDMENTS/MODIFICATIONS.** This Agreement may be amended or modified only by written Agreement of the parties.

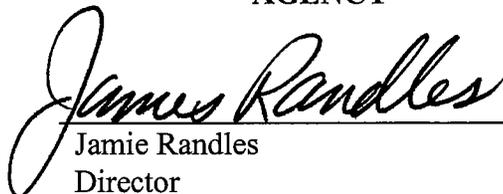
**C. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

**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**

**NORTHWEST CLEAN AIR  
AGENCY**

By:   
Bill Evans  
Board of Directors, Chair

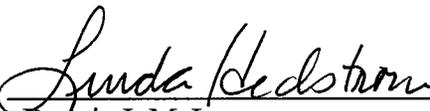
  
Jamie Randles  
Director

Date: 1/7/06

Date 12-21-05

**Attest:**

**PUGET SOUND  
CLEAN AIR AGENCY**

By:   
for Dennis J. McLerran  
Executive Director

Date: 12/22/05

**Approved as to form:**

By:   
Laurie Halvorson  
General Counsel

Date: 12/22/05

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.

James Randles, Director

Typed Name & Title of Authorized Representative

James Randles  
Signature of Authorized Representative

12-21-05  
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)