

**AGREEMENT BETWEEN THE KING'S SCHOOL 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 **King's School** (hereinafter referred to as the "School District"), 19303 Fremont Avenue North, Seattle, WA 98133, 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 in accordance with its specific authorizing statute, RCW 70.94.017; and

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

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

WHEREAS, it is in the interest of the citizens of the Puget Sound Region to reduce the public health risk from diesel school buses by retrofitting all school buses with air pollution control devices; and

WHEREAS, the School District operates and maintains a fleet of diesel buses; 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 and the School District agree that this grant money shall be used to pay for the costs of installing diesel oxidation catalyst mufflers (DOCMs); and

WHEREAS, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into this Agreement with the School District to assist the School District in its efforts to install (DOCMs) on 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 costs of installing DOCMs on buses in the School District's fleet.

B. TERM. This Agreement shall commence on December 22, 2005, and shall terminate on June 30, 2006.

C. REIMBURSEMENT. The School District may apply for reimbursement from the Agency for the labor costs of installation of the DOCMs as described in this section.

1. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is Three Thousand Three Hundred Dollars \$3300.00, from State Department of Ecology Grant No. G0400074, under the Agency work plan for the Diesel Solutions Program. The Agency will reimburse the School District at the rate specified in Section C.2 of this Agreement.
2. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is \$300.00 per DOCM installation. Installation costs may include the labor and time to remove the existing muffler, install the 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 fitting, 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 make and model of the bus, model number of the DOCM installed, the time (e.g. hours) required to perform the installation, and the cost for each retrofit 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:

King's School
 Stan Bear
 Transportation Manager
 19303 Fremont Avenue North
 Seattle, WA 98133-9703

Puget Sound Clean Air Agency:
 Elizabeth (Beth) A. H. Carper
 Project Manager
 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.

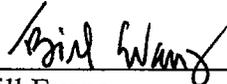
C. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or Agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

IN WITNESS HEREOF, the 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**

KING'S SCHOOL

By: 
Bill Evans
Board of Directors, Chair

By: 
~~Stan Bear~~ **GREG DUGAS**
~~Transportation Manager~~ **Purchasing Agent**
King's School

Date: _____

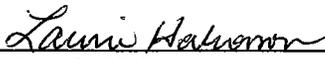
Date 12.30.05

Attest:

By: 
Dennis J. McLerran
Executive Director

Date: 1/5/06

Approved as to form:

By: 
Laurie Halvorson
General Counsel

Date: 1/4/06

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

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

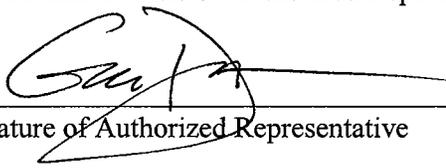
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (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.

Greg Dugas Purchasing Agent

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

12/30/05

Date

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