

**AGREEMENT BETWEEN THE SOUTH KITSAP SCHOOL DISTRICT AND THE  
PUGET SOUND CLEAN AIR AGENCY FOR REIMBURSEMENT OF COSTS  
FOR PROFILING ENGINES FOR LEVEL II DEVICES**

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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 **South Kitsap School District** (hereinafter referred to as the "School District"), 1962 Hoover Ave. SE, Port Orchard WA 98366, a school district in the state of Washington, for the purposes and terms set forth in this Agreement.

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**I. RECITALS**

**WHEREAS**, the Puget Sound Clean Air Agency has established the Diesel Solutions program to promote and facilitate the retrofit of existing diesel vehicle fleets with emission control equipment; and

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

**WHEREAS**, one type of pollution control retrofit equipment requires that the exhaust temperature of the vehicle be measured prior to installation; and

**WHEREAS**, the School District desires to engage the services of a technician to install and remove the temperature measurement equipment on a representative sample of buses eligible for this type of pollution control retrofit device; and

**WHEREAS**, the Board of Directors of the Agency deems it desirable to enter into this Agreement with the School District to reimburse the School District for the cost of this technician's services.

**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 hiring a technician to install and remove temperature measurement equipment and data logging devices on select school buses at the School District, in conjunction with a separate agreement to install pollution control retrofit devices on those buses.

**B. TERM.** This Agreement shall commence June 16, 2006 and shall terminate July 31, 2006.

**C. REIMBURSEMENT.** The School District may apply for reimbursement from the Agency for the costs of hiring an outside technician to install and subsequently remove temperature monitoring equipment on select buses within the school bus fleet.

1. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is One Thousand Dollars (\$1,000). This funding will come from the State Department of Ecology Grant No. G0400074.
2. In support of its request for reimbursement, the School District will provide the Agency with a copy of the invoice from the technician for the labor and materials related to the installation and subsequent removal of the monitoring equipment and a document showing the School District paid the invoice.
3. 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:

School District:

Willa Werner, Director of Transportation  
South Kitsap School District  
1962 Hoover Avenue SE  
Port Orchard, WA 98366

Agency:

Amy L. Fowler, Project Manager  
Puget Sound Clean Air Agency  
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.

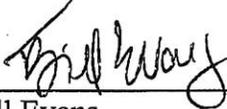
**B. AMENDMENTS/MODIFICATIONS.** This Agreement may be amended or modified only by written agreement of the parties.

**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**

**SOUTH KITSAP  
SCHOOL DISTRICT**

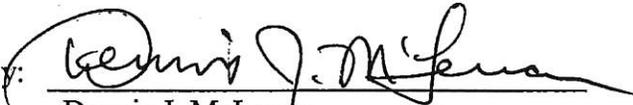
By:   
Bill Evans  
Board of Directors, Chair

By:   
Terri Patton, Assistant Superintendent  
Business and Support Services

Date: 6/20/06

Date: 6-15-06

**Attest:**

By:   
Dennis J. McLerran  
Executive Director

Date: 6/22/06

**Approved as to form:**

By:   
Laurie Halvorson  
General Counsel

Date: 6/20/06

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.

Terri L. Patton Assistant Supr.  
Typed Name & Title of Authorized Representative

  
Signature of Authorized Representative

6-15-06  
Date

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