

**AGREEMENT BETWEEN THE PENINSULA SCHOOL DISTRICT AND THE
PUGET SOUND CLEAN AIR AGENCY FOR ENGINE PRE-HEATERS
RETROFIT PILOT STUDY**

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 **Peninsula School District** (hereinafter referred to as the “School District”), 14015 62nd Ave. NW, Gig Harbor, WA 98332, 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

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 and the Agency desire to create a pilot program to investigate the fuel savings and emission reductions from engine pre-heater anti-idling technology; and

WHEREAS, the School District will track and compare the fuel use reductions and cost savings between two buses with large engine pre-heaters, two buses with small engine pre-heaters, and two buses without an engine pre-heater; and

WHEREAS, it is in the interest of the Agency to investigate new fuel and emission reduction technologies and explore the rate of return on investment that can be achieved with fuel cost savings to promote use in other fleets; 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 provide up to \$10,000 reimbursement for the purchase of engine pre-heaters to be used for the pilot study.

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 up to Ten Thousand Dollars (\$10,000) for the purchase of four engine pre-heaters to be used as part of a pilot project to reduce emissions and fuel consumption and to identify tracking and reporting requirements from the school district. The goal of the pilot study is to determine whether the engine preheaters are cost effective fuel reduction technologies that other fleets would want to invest in with their own funds. The pilot study is designed to track and compare 6 buses: two buses that will be retrofitted with a pre-heater designed to warm up the engine as well as the bus, two buses that will be retrofitted with smaller pre-heaters designed to warm up just the engine, and two buses without the pre-heater technology.

B. TERM. This Agreement shall commence on August 15, 2006 and shall terminate on June 30, 2007.

C. TRACKING & REPORTING. The School District will track and compare the fuel use reductions and cost savings between the selected buses for at least one full winter and report their findings in writing to the Agency by June 30, 2007.

D. REIMBURSEMENT. The School District may apply for reimbursement from the Agency for the purchase of four engine pre-heaters to be used as part of a pilot project to reduce emissions and fuel consumption.

1. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is Ten Thousand Dollars (\$10,000.00), from State Department of Ecology Grant Nos. G0400074 and G0600058. The Agency shall pay up to one hundred percent (100%) of the cost of purchasing four engine pre-heaters, not to exceed \$10,000.00.
2. In support of its request for reimbursement for the engine pre-heaters, the School District will provide the Agency with a copy of the bill from the vendor and the School District's invoice to the Agency. The School District submittal to the Agency shall clearly identify the type of pre-heater purchased and the state bus number that it is installed on.
3. 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.

E. 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.

F. NOTICES. All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following respective addresses:

Peninsula School District
Marcia Harris
14015 62nd Ave. NW
Gig Harbor, WA 98332

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

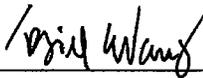
B. AMENDMENTS/MODIFICATIONS. This Agreement may be amended or modified only by written agreement of the parties.

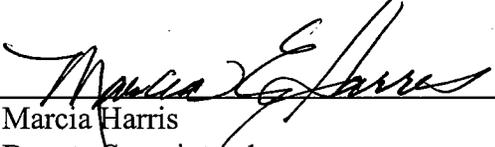
C. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

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**

PENINSULA SCHOOL DISTRICT

By: 
Bill Evans
Board of Directors, Chair

By: 
Marcia Harris
Deputy Superintendent
Support & Operations

Date: 8/14/06

Date 8-3-06

Attest:

By: 
Dennis J. McLerran
Executive Director

Date: 8/8/06

Approved as to form:

By: 
Laurie Halvorson
General Counsel

Date: 8/7/06

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.

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

8-3-06
Date

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