

**AGREEMENT BETWEEN THE SOUTH KITSAP SCHOOL DISTRICT AND THE
PUGET SOUND CLEAN AIR AGENCY FOR PARTIAL REIMBURSEMENT OF
COSTS FOR PURCHASING ONE NEW 2007 SCHOOL BUS**

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.

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 the use of 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 diesel powered school bus operations; and

WHEREAS, the Agency has received a grant from the U. S. Environmental Protection Agency (U.S. EPA) under the U.S. EPA's Clean School Bus USA program to reduce emissions from diesel school buses operated by the School District; and

WHEREAS, the U.S. EPA has promulgated performance standards for on-road diesel engines, effective with the 2007 model year, to greatly reduce exhaust emissions from these vehicles, including school buses; and

WHEREAS, the School District desires to purchase a full-size school bus equipped with a state-of-the-art, low-emission 2007 engine to replace a full-size school bus with higher exhaust emissions; and

WHEREAS, the Board of Directors of the Agency deems it desirable to enter into this Agreement with the School District to provide partial funding for the School District to purchase this clean school bus.

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 a portion of the cost of purchasing one full-size school bus equipped with a 2007 engine, which meets the performance standards set by the U.S. EPA.

B. TERM. This Agreement shall commence on October 10, 2006, and shall terminate on June 30, 2007.

C. REIMBURSEMENT. The School District may apply for reimbursement from the Agency for the deposit made towards purchase by the School District when ordering one full-size, 2007 school bus, as described in this section.

1. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is Sixty Thousand Dollars (\$60,000). The source of funds is State of Washington Department of Ecology Grant Numbers G0400074 and G0600058. This work is part of the agency's Diesel Solutions work plan, task H, School Buses.
2. In support of its request for reimbursement for the deposit of the purchase of the new school bus, the School District will provide the Agency with a copy of the invoice from the vendor of the school bus and a document showing the School District paid the invoice. Requests for reimbursement shall be sent to the Agency's Manager of Finance and Purchasing.
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:

South Kitsap School District:

Willa Werner, Director of Transportation
1962 Hoover Avenue SE
Port Orchard, WA 98366

Puget Sound Clean Air Agency:

Amy L. Fowler
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.

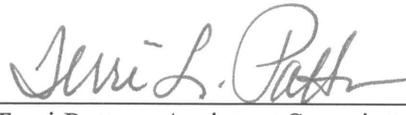
C. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

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
of Business and Support Services
South Kitsap School District

Date: 11/16/06

Date: 11-7-06

Attest:

By: 
Dennis J. McLerran
Executive Director

Date: 11/15/06

Approved as to form:

By: 
Laurie Halvorson
General Counsel

Date: 11/14/06

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 Patton Asst Superintendent

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

11-7-06

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)