

AGREEMENT BETWEEN THE TACOMA SCHOOL DISTRICT AND THE PUGET SOUND CLEAN AIR AGENCY FOR REIMBURSEMENT FOR THE PURCHASE AND INSTALLATION OF RETROFITS FOR BUSES.

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 **Tacoma School District** (hereinafter referred to as the "School District"), 4002 S. Cedar St., Tacoma, WA 98409, 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 has obtained a grant from the United States Environmental Protection Agency (EPA) under its Clean School Bus USA program to retrofit the district owned buses owned by the School District with Crankcase Filtration Systems (CFSs) and Diesel Oxidation Catalysts (DOCs), and First Student buses contracted by the School District with DOCs; and

WHEREAS, the EPA has committed \$153,590.00 under its Clean School Bus USA program to the School District for retrofitting school buses operating in the School District; and

WHEREAS, the School District has committed to oversee the project and ensure that all retrofits are completed in a timely matter; and

WHEREAS, the Agency has committed to supplement EPA's grant with \$124,000.00 of grant money from the statewide clean school bus program for retrofitting school buses operating in the School District; 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 \$124,000.00 reimbursement for retrofitting school buses operating in the School District.

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 One Hundred Twenty Four Thousand Dollars (\$124,000.00) for the purchase and installations of CFSs and DOCs for school buses operating in the Tacoma School District.

B. TERM. This Agreement shall commence on February 28, 2007 and shall terminate on July 31, 2007.

C. REIMBURSEMENT. The School District may apply for reimbursement from the Agency for the purchase and installation of retrofits for school buses operating in the Tacoma School District.

1. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is One Hundred Twenty Four Thousand Dollars (\$124,000.00), from State Department of Ecology Grant Nos. G0400074 and G0600058, provided that the Agency shall pay for up to forty-five percent (45%) of the cost for the total cost of the retrofit project, not to exceed \$124,000.00.
2. In support of its request for reimbursement for the retrofits, the School District will provide the Agency with the following:
 - (a) A cover letter showing the total cost of the retrofits and the proportion to be billed to the agency; and
 - (b) The School District's invoice to the agency; and
 - (c) Copies of the most recent tracking reports; and
 - (d) Copies of the invoice from the vendor, which should include a list of buses that were retrofitted including the state bus number, odometer reading, the part number that was installed, and the date of the installation on each invoice and when applicable the results from all crankcase testing be provided (inches of H2O) on all crankcase installation invoices:
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.

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:

Tacoma School District
Sue Race
4002 South Cedar Street
Tacoma, WA 98409

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.

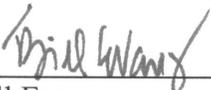
B. AMENDMENTS/MODIFICATIONS. This Agreement may be amended or modified only by written agreement of the parties.

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**

TACOMA SCHOOL DISTRICT

By: 
Bill Evans
Board of Directors, Chair

By: 
Charles Milligan
Superintendent

Date: 3/9/07

Date: 2-13-07

Attest:

By: 
Dennis J. McLerran
Executive Director

Date: 3/1/07

Approved as to form:

By: Laurie Halvorson
Laurie Halvorson
General Counsel

Date: 2/28/07

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.

Charles D. Milligan, Superintendent
Typed Name & Title of Authorized Representative

Ch D Milligan
Signature of Authorized Representative

2-20-07
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)