

**AGREEMENT BETWEEN THE NORTH KITSAP SCHOOL DISTRICT AND THE  
PUGET SOUND CLEAN AIR AGENCY FOR REIMBURSEMENT OF COSTS FOR  
INSTALLING DIESEL OXIDATION CATALYST MUFFLERS**

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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 **North Kitsap School District** (hereinafter referred to as the "School District"), 9916 NE West Kingston Road, Kingston, WA, 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**, it is the interest of the School District and the Agency to reduce air quality impacts associated with school bus operations; and

**WHEREAS**, the Agency has funding from the Washington State School Bus Retrofit Program; and

**WHEREAS**, it is in the interest of the citizens of the central Puget Sound region to reduce the public health risk from diesel school buses by retrofitting 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 the funding provided in this Agreement shall be used to reimburse the School District for labor costs for installing diesel oxidation catalyst mufflers (DOCMS) on four buses in the School District's fleet; and

**WHEREAS**, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into this Agreement to provide funding 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 cost of its staff to install replacement DOCMS on four buses in the School District's fleet.

**B. TERM.** This Agreement shall commence on April 15, 2007, and shall terminate on June 30, 2007.

**C. REIMBURSEMENT.** The School District may apply for reimbursement from the Agency for the labor costs of installation of the diesel oxidation catalyst mufflers as described in this section.

1. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is One Thousand Two Hundred Dollars (\$1200), from State Department of Ecology Grant No. G0600058. The Agency will only reimburse the School District for the installations performed at the rate specified in subsection C.2.
2. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is \$300 per diesel oxidation catalyst muffler installation. Installation costs include the labor to remove the existing muffler, install the DOCM, including the lap clamps and high temperature sealant, and test the newly installed DOCM to assure proper operation. Installation costs also include the labor 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 bus, the make, and model of diesel oxidation catalyst muffler installed, the time (e.g. hours) required to perform the installation, and the cost for each retrofit bus 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 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:

Ron Lee  
Transportation Director  
North Kitsap School District  
9916 NE West Kingston Road  
Kingston, WA 98346

Amy Fowler  
Project Manager  
Puget Sound Clean Air Agency  
1904 3<sup>rd</sup> Avenue, Suite 105  
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

NORTH KITSAP SCHOOL  
DISTRICT

By: Bill Evans  
Bill Evans  
Board of Directors, Chair

By: Ron Lee  
Ron Lee  
Transportation Director  
North Kitsap School District

Date: 6/8/07

Date: 5-8-07

Attest:

By: Dennis J. McLerran  
Dennis J. McLerran  
Executive Director

Date: 6/7/07

Approved as to form:

By: Laurie Halvorson  
Laurie Halvorson  
General Counsel

Date: 6/5/07

U.S. Environmental Protection Agency  
Washington, D.C. 20460

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

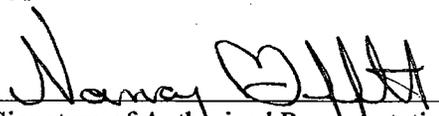
The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (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.

Nancy Moffatt, Executive Director of Finance & Operations

\_\_\_\_\_  
Typed Name & Title of Authorized Representative

  
\_\_\_\_\_  
Signature of Authorized Representative

5/30/07  
\_\_\_\_\_  
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)