

**AGREEMENT BETWEEN KING COUNTY PUBLIC WORKS, SOLID WASTE DIVISION AND THE PUGET SOUND CLEAN AIR AGENCY FOR REIMBURSEMENT OF COSTS FOR PURCHASING FOUR (4) DIESEL PARTICULATE FILTERS (DPFS) AND ASSOCIATED INSTALLATION HARDWARE**

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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 **King County Public Works, Solid Waste Division**, (hereinafter referred to as the "King County"), 16645 228<sup>th</sup> SE, Maple Valley, WA 98038.

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**I. RECITALS**

**WHEREAS**, the Puget Sound Clean Air Agency has established the Diesel Solutions program to reduce emissions from diesel engine exhaust by retrofitting existing diesel vehicles and equipment used in public and private fleets with emission control equipment; and

**WHEREAS**, King County operates and maintains a fleet of 55 long haul tractors transporting refuse from transfer stations throughout King County to the Regional Landfill at Cedar Hills in Maple Valley, Washington; and

**WHEREAS**, King County was an early partner in the Diesel Solutions program, purchasing 12 Diesel Particulate Filters (DPFs) for use on long haul tractors serving in the refuse hauling fleet in 2003; and

**WHEREAS**, King County seeks reimbursement for the cost of purchasing four replacement DPFs and associated installation hardware; and

**WHEREAS**, King County will install three DPFs on long haul tractors to replace units that are no longer serviceable; and

**WHEREAS**, King County will store the fourth DPF as a replacement unit to be used during periodic maintenance of other DPFs; and

**WHEREAS**, it is in the interest of King County and the Agency to reduce air quality impacts associated with emissions heavy duty diesel engines used in refuse transport; and

**II. AGREEMENT**

**NOW, THEREFORE**, King County and the Agency agree as follows;

**A. PURPOSE.** The purpose of this Agreement is to establish procedures for the Agency to reimburse King County for the cost of purchasing four (4) DPFs and associated installation hardware.

**B. TERM.** This Agreement shall commence on April 1, 2007 and shall terminate January 30, 2008.

**C. REIMBURSEMENT.** King County may apply for reimbursement from the Agency for the costs of purchasing four (4) DPFs and associated installation hardware, as described in this section.

1. The maximum amount paid by the Agency under this Agreement shall not exceed \$24,000. Funding is provided through the State of Washington Department of Ecology Grants Number G0600058 for the Statewide School Bus Retrofit Program pursuant to the Agency's Diesel Solutions Public Fleets work plan for Fiscal Year 2008.
2. King County may submit a request for reimbursement from the Agency for the cost of purchasing DPFs. In addition, King County shall provide documentation supporting the King County reimbursement request, including invoices for purchasing the DPFs and associated installation hardware.
3. The request for reimbursement shall be sent to the Agency's Manager of Finance and Purchasing. The 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:

Tom Hudson  
Puget Sound Clean Air Agency  
1904 3<sup>rd</sup> Ave, Ste 105  
Seattle, WA 98101

Frank Van Der Linden  
King County Solid Waste Division  
16645 228<sup>th</sup> SE  
Maple Valley, WA 98038

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.

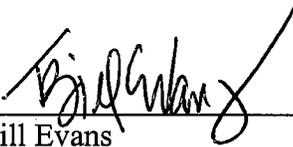
**IN WITNESS HEREOF,** the undersigned have, on the date set next to their signatures, executed this Agreement on behalf of the parties hereto.

**IN WITNESS HEREOF,** the Agency and the King County have executed this Agreement.

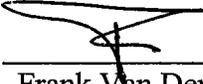
**PUGET SOUND CLEAN AIR AGENCY**

**KING COUNTY  
SOLID WASTE DIVISION**

By: \_\_\_\_\_

  
Bill Evans  
Board of Directors, Chair

By: \_\_\_\_\_

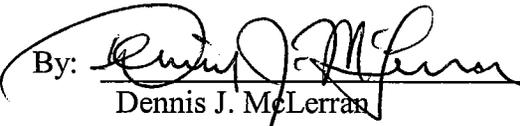
  
Frank Van Der Linden  
Project Program Manager III

Date: 8/29/07

Date: 8-20-2007

Attest:

By: \_\_\_\_\_

  
Dennis J. McLerran  
Executive Director

Date: 8/27/07

Approved as to Form:

By: \_\_\_\_\_

  
Laurie Halvorson  
General Counsel

Date: 8/27/07

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.

Frank VAN DER LINDEN. Project/PROGRAM MANAGER III  
Typed Name & Title of Authorized Representative

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

8/20/2007  
Date

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