

**AGREEMENT BETWEEN METRO PARKS TACOMA AND THE PUGET
SOUND CLEAN AIR AGENCY FOR SPARK IGNITION HANDHELD
EQUIPMENT 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 **Metro Parks Tacoma** (hereinafter referred to as the "Tacoma Parks"), 1919 S. Tyler Street, Tacoma, WA 98405, municipal corporation to manage parks and recreation in the state of Washington, for the purposes and terms set forth in this Agreement.

I. RECITALS

WHEREAS, it is in the interest of the Agency to reduce fine particulates, ozone-related volatile organic compounds, and green house gases and to promote cleaner technologies in order to improve air quality, public health, and the environment; and

WHEREAS, Tacoma Parks operates and maintains spark ignition equipment to manage parks and other facilities for the City of Tacoma; and

WHEREAS, it is in the interest of Tacoma Parks and the Agency to reduce air quality impacts associated with spark ignition equipment; and

WHEREAS, Tacoma Parks and the Agency desire to conduct a pilot program to investigate the durability, power, and user satisfaction of the lowest emitting spark ignition handheld equipment; and

WHEREAS, the Board of Directors of the Agency deems it desirable to enter into this Agreement with Tacoma Parks to provide up to \$1,100 reimbursement for the purchase of two spark ignition handheld units with the lowest available emissions to be used for the pilot study.

II. AGREEMENT

NOW, THEREFORE, Tacoma Parks and the Agency agree as follows:

A. PURPOSE. The purpose of this Agreement is to establish procedures for the Agency to reimburse Tacoma Parks up to One Thousand One Hundred Dollars (\$1,100) for the purchase of two spark ignition handheld units (such as a backpack blower or a line trimmer) with the lowest available emissions to be used for a pilot project to reduce emissions and fuel. The goal of the pilot study is to determine whether the cleanest available spark ignition handheld equipment is equivalent or better in durability, power, and user satisfaction as the equipment currently used so that other organizations might want to invest in the cleanest equipment with their own funds.

B. TERM. This Agreement shall commence on November 30, 2007 and shall terminate on June 30, 2009.

C. REPORTING. Tacoma Parks will collect information to compare the power, handling, weight, smoke and order, noise, and fuel consumption between the new and old spark ignition handheld units, track user satisfaction for at least one full year, and report its findings in writing to the Agency by June 30, 2009.

D. REIMBURSEMENT. Tacoma Parks may apply for reimbursement from the Agency for the purchase of two pieces of handheld equipment to be used as part of a pilot project to reduce emissions and fuel consumption.

1. The maximum amount that Tacoma Parks may be reimbursed by the Agency pursuant to this Agreement is One Thousand One Hundred Dollars (\$1,100.00), from the Air Resource Management Reserve (AIRRFD). The Agency shall pay up to 100% of the cost of purchasing two pieces of spark ignition handheld equipment from the list of eligible clean technologies in Table 1, not to exceed \$1,100.00.

Table 1: Eligible Clean Spark Ignition Equipment Technologies

Equipment Type	Manufacturer	Engine Model
R Trimmer	Stihl	FS 130
Bike Handle Trimmer	Stihl	FS 130
Backpack Blower	Stihl	BR 550
Backpack Blower	Stihl	BR 650
Backpack Blower	Shindaiwa	EB8510RT
Backpack Blower	Shindaiwa	EB8510EV

2. In support of its request for reimbursement, Tacoma Parks will provide the Agency with a copy of the bill from the vendor along with Tacoma Park's invoice to the Agency. Tacoma Parks submittal to the Agency shall clearly identify the type of spark ignition equipment purchased, including the engine manufacturer and model number.
3. Tacoma Parks may submit requests for reimbursement monthly, quarterly, or in a single request before June 30, 2008. 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 June 30, 2008.

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, mailed, or e-mailed. If mailed or e-mailed, they shall be sent to the following respective addresses:

Puget Sound Clean Air Agency:
 Beth Carper
 1904 3rd Ave., Suite 105
 Seattle, WA 98101
 bethc@psccleanair.org

Metro Parks Tacoma
 John Garner
 1919 S. Tyler St.
 Tacoma, WA 98405
 JohnG@tacomaparks.com

Or to such other respective addresses as either party hereto may hereafter designate in writing.

III. GENERAL PROVISIONS

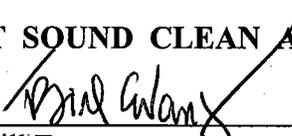
A. APPLICABLE LAW. This Agreement shall be governed by the laws of the state of Washington.

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.

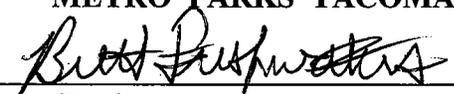
IN WITNESS HEREOF, the undersigned have, on the date set next to their signatures, executed this Agreement on behalf of the parties hereto.

PUGET SOUND CLEAN AIR AGENCY

By: 
Bill Evans
Board of Directors, Chair

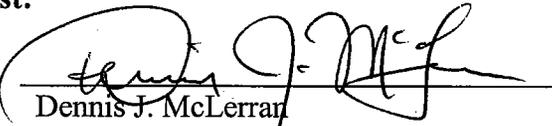
Date: 12/11/07

METRO PARKS TACOMA

By: 
Brett Freshwaters
Chief Financial Officer

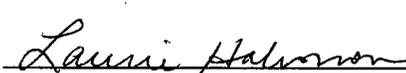
Date: 11/30/07

Attest:

By: 
Dennis J. McLerran
Executive Director

Date: 12/5/07

Approved as to form:

By: 
Laurie Halvorson
General Counsel

Date: 12/5/07

Puget Sound Clean Air Agency
110 Union Street, Suite 500
Seattle, WA 98101

**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.

Brett Freshwaters CFO
Typed Name & Title of Authorized Representative

Brett Freshwaters
Signature of Authorized Representative

11/30/07
Date

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