

**AGREEMENT BETWEEN CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY AND
THE PUGET SOUND CLEAN AIR AGENCY FOR REIMBURSEMENT OF COSTS OF
PURCHASING AUTOMATIC STOP START SYSTEMS FOR LOCOMOTIVES**

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 **Central Puget Sound Regional Transit Authority**, (hereinafter referred to as "Sound Transit"), 401 S Jackson Street, Seattle, WA 98104, 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-powered vehicles in order to improve air quality, public health, and the environment; and

WHEREAS, the Central Puget Sound Regional Transit Authority (Sound Transit) owns, operates and maintains a fleet of diesel-powered locomotives; and

WHEREAS, it is in the interest of Sound Transit and the Agency to reduce air quality impacts associated with locomotive operations; and

WHEREAS, the Agency has discretionary grant money available from the Washington Department of Ecology, Grant No. G0600058; and

WHEREAS, the Agency and Sound Transit agree that this grant money shall be used to fund the costs of purchasing Locomotive Automatic Engine Start Stop (AESS) systems; and

WHEREAS, by their ability to maintain necessary operating conditions, such as temperature, without continuously running the engine, Locomotive Automatic Engine Start Stop systems ("AESSs"), are estimated to reduce locomotive engine idling time by 23 percent and reduce air quality impacts and noise associated with idling locomotive engines as identified in Attachment A; and

WHEREAS, the Agency and Sound Transit agree that the AESSs shall be the property of Sound Transit; and

WHEREAS, this contract is identical to contract 200800047 except the the dates have been changed. Contract 200800047 expired on December 31, 2008 and no money was paid out under that contract. Sound Transit submitted their order early during the effective dates of contract 200800047, but the vendor did not deliver and install the AESSs until this summer; and

WHEREAS, the Board of Directors of the Agency deems it desirable to enter into this Agreement with Sound Transit to reimburse Sound Transit for the cost of purchasing the AESSs.

II. AGREEMENT

NOW, THEREFORE, Sound Transit and the Agency agree as follows:

A. PURPOSE. The purpose of this Agreement is to establish procedures for the Agency to reimburse Sound Transit up to \$100,000 for the cost of purchasing AESSs.

B. TERM. This Agreement shall commence on September 1, 2009, and shall terminate December 31, 2009.

C. REIMBURSEMENT. Sound Transit may apply for reimbursement from the Agency for the costs of purchasing AESSs, as described in this section.

1. The total amount paid by the Agency under this Agreement shall not exceed \$100,000. The funding for this Agreement is provided by Ecology Grant No. G0600058, under the Diesel Solutions Work Plan.
2. The Agency shall pay up to \$100,000 of the cost of purchasing AESSs, including sales tax and shipping costs, if applicable, for use only on locomotives owned by Sound Transit. The AESSs shall be capable of reducing emissions of nitrogen oxide, particulate matter, carbon dioxide, hydrocarbons and carbon monoxide.
3. In support of its request for reimbursement for purchase of the AESSs, Sound Transit will provide the Agency with a copy of the bill from the vendor of the AESSs and a record of Sound Transit paying the bill. The Sound Transit submittal to the Agency shall clearly identify the number of AESSs purchased, the unit cost of each AESSS, and the total cost of the purchase, including any applicable taxes and shipping costs.
4. The request for reimbursement shall be sent to the Agency's Manager of Finance and Purchasing and shall be paid within thirty (30) days after review and approval by the Project Manager. The request for reimbursement must 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:

Brian McCartan
Sound Transit
401 S Jackson Street
Seattle, WA 98104

Paul Carr, Agency Project Manager
Puget Sound Clean Air Agency
1904 Third Ave Suite 105
Seattle, WA 98101

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

III. GENERAL PROVISIONS

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

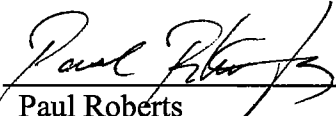
B. **AMENDMENTS/MODIFICATIONS.** This Agreement may be amended or modified only by written agreement of the parties.

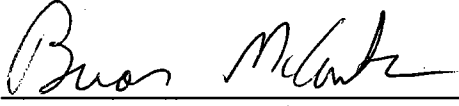
C. **ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect.

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**

**CENTRAL PUGET SOUND
REGIONAL TRANSIT AUTHORITY**

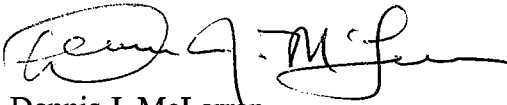
By: 
Paul Roberts
Board of Directors, Chair

By: 
Brian McCartan
Executive Director, Finance
Sound Transit

Date: 10/19/09

Date: 10/5/09

Attest:



Dennis J. McLerran
Executive Director

Contract No. 201000005

Date: 10/13/09

Approved as to form:

By: Laurie Halvorson
Laurie Halvorson
Director of Compliance and Legal

Date: 10/12/09

ATTACHMENT A

ESTIMATION OF EMISSIONS REDUCTIONS FROM THE PROJECT

The AESSs will allow Sounder locomotives to save fuel by automatically shutting down the engine when conditions warrant. Implementation of the AESSs will provide significant fuel savings as well as environmental benefits of reduced emissions and noise reduction. Estimates of the annual benefits from this action at Sounder full build-out of all locomotives are summarized in the table below:

Sounder Annual Emission Reduction with AESS

Emission	Pounds
Nitrogen Oxide (NOx)	31,142
Particulate Matter (PM)	806
Carbon Dioxide (CO2)	1,820,623
Hydrocarbons (HC)	3,524
Carbon Monoxide (CO)	3,135

In addition, fuel use and noise pollution will be greatly reduced in the areas of locomotive layover, providing a more-desirable atmosphere for the neighbors to the Sounder facilities with a 23% estimated reduction in engine idling time.



Puget Sound Clean Air Agency
1904 3rd Ave., Ste 105
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.

Desmond Leoran Brown, GENERAL COUNSEL
Typed Name & Title of Authorized Representative

Desmond Leoran Brown
Signature of Authorized Representative

10-7-09
Date

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