

AGREEMENT BETWEEN THE PENINSULA SCHOOL DISTRICT AND THE PUGET SOUND CLEAN AIR AGENCY FOR REIMBURSEMENT FOR THE PURCHASE OF NEW 2007 SCHOOL 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 **Peninsula School District** (hereinafter referred to as the “School District”), 14015 62nd Ave. NW, Gig Harbor, WA 98332, 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 replace a total of 8 old school buses with new buses that meet EPA’s 2007 emission standards; and

WHEREAS, the EPA has committed \$300,000.00 under its Clean School Bus USA program to the School District for the bus replacements; and

WHEREAS, the School District has committed to match EPA’s grant with \$400,000.00 of its own funds for the bus replacements; and

WHEREAS, the Agency has committed to supplement EPA’s grant with \$100,000.00 of grant money from the Statewide Clean School Bus program for the bus replacements; and

WHEREAS, these bus replacements would not have taken place for several years without grant funding; and

WHEREAS, the old bus engines will be destroyed and taken off the roads; 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 \$100,000.00 reimbursement for the purchase of a new bus and/or partial funding of the eight new buses in accordance with the EPA grant specifications.

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 Thousand Dollars (\$100,000.00) for the purchase of a new bus and/or partial funding of the eight new buses meeting the 2007 EPA emission standards in accordance with the EPA grant specifications.

B. TERM. This Agreement shall commence on July 1, 2006 and shall terminate on June 30, 2007.

C. REIMBURSEMENT. The School District may apply for reimbursement from the Agency for the purchase of a new bus meeting the 2007 EPA emission standards in accordance with EPA grant specifications.

1. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is One Hundred Thousand Dollars (\$100,000.00), from State Department of Ecology Grant Nos. G0400074 and G0600058. The Agency shall pay for up to one hundred percent (100%) of the cost for the new bus purchase, not to exceed \$100,000.00.
2. In support of its request for reimbursement for the new bus purchase, the School District will provide the Agency with a copy of the bill from the vendor and the School District's invoice to the Agency. The School District submittal to the Agency shall clearly identify the total cost of the bus purchased and the vendor's guarantee that the bus meets the 2007 EPA emission standards.
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:

Peninsula School District

Marcia Harris
14015 62nd Ave. NW
Gig Harbor, WA 98332

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**

By: Bill Evans

Bill Evans
Board of Directors, Chair

Date: 7/21/06

PENINSULA SCHOOL DISTRICT

By: Marcia Harris

Marcia Harris
Deputy Superintendent
Support & Operations

Date 7-18-06

Attest:

By: Dennis J. McLellan
Dennis J. McLellan
Executive Director

Date: 7/26/06

Approved as to form:

By: Laurie Halvorson
Laurie Halvorson
General Counsel

Date: 7/26/06

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

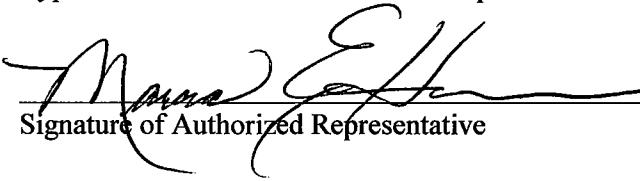
**Certification Regarding
Debarment, Suspension and Other Responsibility Matters**

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.

Typed Name & Title of Authorized Representative



Signature of Authorized Representative

7-18-06
Date



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