

AGREEMENT FOR SERVICES

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 CITY OF SEATTLE** (hereinafter referred to as the "City"), Fleets & Facilities Department, 700 5th Ave., Suite 5200, PO Box 94689, Seattle WA 98124-4689, a city of the first class of the State of Washington.

WITNESSETH

WHEREAS, the Puget Sound Clean Cities Coalition (PSCCC) is a membership body organized to encourage and accelerate the use of alternative fuel and advanced technology vehicles in order to reduce air polluting emissions from motor vehicles and the associated public health and environmental risks and reduce the region's dependence on imported oil and its attendant price volatility; and

WHEREAS, both the Agency and the City are members of the PSCCC; and

WHEREAS, the majority of PSCCC program costs and operations are currently funded by the City; and

WHEREAS, the PSCCC has a Coordinator that provides support and management of the PSCCC programs; develops policies, programs and implementation strategies; establishes priorities; organizes project implementation; coordinates with key entities; writes grant proposals; provides education and outreach; facilitates communication among members; develops media contacts; and pursues state legislation relating to the mission of the PSCCC; all of which are to be carried out in consultation with Coalition members and the Coalition Steering Committee; and

WHEREAS, the position of the PSCCC Coordinator has been supported partially by the City, supervised by the City's Director of Fleet Services; and

WHEREAS, it is consistent with the mission of the Agency to support the PSCCC Coordinator position; and

WHEREAS, the Agency selected the City as a sole source vendor due to the location of the Coordinator's office, the Agency's past support of the Coordinator's position, and the substantial financial support provided by the City for the Coordinator's position; and

WHEREAS, the Board of Directors of the Agency deems it desirable to enter into this Agreement with the City to provide partial funding for the PSCCC Coordinator position; and

WHEREAS, the purpose of the PSCCC annual membership fees is to support the work of the PSCCC by covering program costs associated with, but not limited to, printing; mailing; PSCCC events; the Coordinator position; and other operations necessary to accomplish the goals of the PSCCC; and

WHEREAS, it is consistent with the mission of the Agency to assist the PSCCC by acting as fiscal agent for the PSCCC annual membership fees and transferring said funds to the City for exclusive use of the PSCCC, the Board of Directors of the Agency also deems it desirable as part of this Agreement with the City to act as fiscal agent on behalf of the PSCCC as regards the PSCCC annual membership fees; and

NOW, THEREFORE, the Agency and the City mutually agree as follows:

1. **Term:** This Agreement shall commence on July 1, 2006, and expire on June 30, 2007, unless terminated earlier pursuant to the provisions hereof.

2. **Services:**

A. **City of Seattle**

(1) The City shall maintain within its employment structure a position for the Coordinator of the PSCCC at least through June 30, 2007.

(2) The City, through the Coordinator, shall endeavor to carry out the tasks necessary to fulfill the mission of the PSCCC. Specific work of the Coordinator, to be carried out in consultation with PSCCC members and the PSCCC Steering Committee, shall include:

- Developing policies, programs and implementation strategies, establishing priorities, and organizing project implementation;
- Coordinating with key entities;
- Writing grant proposals;
- Providing education and outreach to members and the public;
- Facilitating communication among members;
- Developing media contacts;
- Developing and conducting education/outreach for Green Fleets guidance and/or biodiesel guidance for local governments; and
- Pursuing state legislation related to the mission of the PSCCC.

(3) The City will provide the Coordinator with a workstation, access to a computer, and the use of City supplies and equipment (including motor vehicles) as necessary to carry out assigned tasks.

(4) The Coordinator shall be an employee of the City during the term of this Agreement, under the direct supervision of the City's Director of Fleet Services, or such official's functional successor.

(5) The City shall maintain a record of the Coordinator's time to account for the Agency funds expended under this Agreement for the Coordinator position and shall make such records available to the Agency upon request.

(6) The City, through the Coordinator, shall be responsible for the preparation and distribution of all PSCCC annual membership fee invoices and for ensuring that membership fees are properly and timely paid to the Agency, as PSCCC's fiscal agent.

(7) The City shall expend the PSCCC annual membership fees in accordance with the PSCCC Procedural Rules and in consultation with the PSCCC Steering Committee.

B. Puget Sound Clean Air Agency

(1) The Agency shall provide to the City partial funding for the Coordinator position according to the terms of this Agreement.

(2) The Agency shall act as fiscal agent for the PSCCC annual membership fees.

(3) The Agency shall treat all PSCCC annual membership fees received as the assets of the PSCCC and shall deposit such assets in a separate fund.

(4) The Agency shall disperse all PSCCC annual membership fees received by the Agency to the City within 10 business days following the last day of the month of receipt. The Agency shall provide a reconciliation of membership invoices and PSCCC annual membership fees received by the Agency with each disbursement to the City, with a copy provided to the PSCCC Coordinator.

(5) The Agency Project Manager for this Agreement is Paul Carr, Air Resource Specialist, Air Resources Department, (206) 689-4085. Dave Kircher, Air Resources Department Manager, (206) 689-4050, will serve as his back up.

3. Performance Evaluation Criteria: One measure of each party's performance is the ability to respond to feedback regarding the performance of this Agreement. The City understands that Agency staff members are encouraged to communicate any concerns about the performance of the City directly and respectfully to both the City and the Agency Project Manager. Similarly, if the City has a concern about an interaction with an Agency staff member or the Agency's performance under this Agreement, the City agrees to communicate concerns directly and respectfully to the Agency Project Manager.

4. Compensation: The partial funding provided by the Agency for the Coordinator position under this Agreement shall not exceed \$30,000.00. The City shall bill the Agency, either quarterly or monthly, for the prorated share of the Agency's partial funding of the Coordinator position provided under this Agreement. Invoices shall be submitted to the Agency's Manager of Finance and Purchasing. Final billing must be submitted no later than July 31, 2007. Invoices from the City shall be paid by the Agency within thirty (30) days after review and approval by the Project Manager.

5. **Changes:** This Agreement may be modified only upon written acceptance by the Agency and the City. In the event of a proposed modification to this Agreement, a minimum of five (5) business days shall be provided to the other party for review and response. Any change to this Agreement shall be in writing and signed by an authorized representative of each of the parties.

6. **Termination:** Either party may terminate this Agreement at any time with or without cause by giving a thirty (30) day written notice to the other party of such termination and by specifying the effective date of the termination; provided that the termination shall be preceded by a face-to-face meeting between the City and the Agency.

The Agency shall, upon termination, pay to the City any amounts owed under this Agreement for (i) the pro rata share of work and services completed by the Coordinator under the terms of this Agreement up to the effective date of termination, and (ii) all PSCCC annual membership fees received by the Agency that remain to be disbursed to the City under this Agreement.

7. **Agency Access to Data:** The City shall provide the Agency, at no additional charge, access to all data generated under this Agreement. "Data" includes all information that supports the findings, conclusions, and recommendations of the City's reports, including computer models and the methodology for those models.

8. **City Not An Employee of the Agency:** The City and its employees or agents shall, at all times when performing work under this Agreement, not be an employee of the Agency and shall not be entitled to compensation or benefits of any kind other than as specifically provided herein.

9. **Indemnification:** Each party shall release, indemnify, defend and hold harmless the other party, its Board of Directors, officers, employees and agents from and against any and all liability, loss, damage, expense, actions, or claims, including costs and attorney's fees that the other party, or its Board of Directors, or any of its officers, employees or agents, may hereafter sustain, incur, or be required to pay that arise, directly or indirectly, due to any act or omission of the other party, or any of its agents, employees or subcontractors, in the execution, performance or failure to adequately perform the party's obligations under this Agreement; Provided, however, this paragraph does not purport to indemnify either party against liability for damages arising out of bodily injuries to persons or damages caused by or resulting from the sole negligence of either party, its Board of Directors, its officers, employees and agents in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.

10. **Subcontracting:** The City shall not enter into any subcontracts for any of the services or work contemplated under this Agreement without obtaining prior written approval of the Project Manager.

11. **Payroll and Taxes:** The City assumes full responsibility for the payment of all wages, payroll taxes, use, sales, income or other form of taxes, fees and licenses associated with the Coordinator position.

12. **Licensing, Accreditation, and Registration:** The City shall comply with all applicable local, state, and federal licensing, accreditation, and registration requirements/standards, necessary for the performance of this Agreement.

13. **Industrial Insurance Coverage:** As required by Chapter 51.12 RCW, the City shall provide or purchase industrial insurance coverage prior to performing work under this Agreement and shall maintain full compliance with Chapter 51.12 RCW during the term of this Agreement. If the City is exempt from the requirements of Chapter 51.12 RCW, the City must carry appropriate liability insurance equivalent to the coverage provided under that chapter. The Agency will not be responsible for the payment of industrial or liability insurance premiums or for any other claim or benefit for the City, or any subcontractor or employee of the City, which might arise under the industrial insurance laws during the performance of duties and services under this Agreement. If the Department of Labor and Industries, upon audit, determines that industrial insurance payments are due and owing as a result of work performed under this Agreement, those payments shall be made by the City; the City shall indemnify the Agency and guarantee payment of such amounts.

14. **Limitation of Authority:** Except for clauses or conditions required by law, only the Agency's Project Manager shall have the express, implied or apparent authority to alter, amend, or waive any clause or condition of this Agreement that may be altered, amended or waived on the part of the Agency. Furthermore, any alteration, amendment, or waiver of any clause or condition of the Agreement is not effective or binding on the parties unless made in writing and otherwise in accordance with the terms of this Agreement.

15. **Governing Law:** This Agreement shall be governed by the laws of the State of Washington. Each party, by execution of the Agreement, acknowledges the jurisdiction of the courts of the State of Washington in this matter.

16. **Severability:** The provisions of this contract are severable. If any provision is illegal or invalid for any reason whatsoever, that illegality or invalidity shall not affect the validity of the rest of the contract.

17. **Nondiscrimination:** During the performance of this Agreement, both the Agency and the City shall comply with all federal and state nondiscrimination laws, regulations and policies.

18. **Noncompliance with Nondiscrimination Laws:** In the event of the Agency's or the City's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this Agreement may be rescinded, canceled or terminated in whole or in part, by either party and either party may declare the other ineligible for further Agreements between the parties. Each party shall, however, be given a reasonable time in which to remedy this noncompliance.

19. **Assignment:** The work provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party, in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

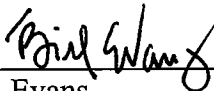
20. **Attorneys' Fees:** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys' fees and costs.

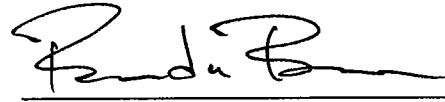
21. **Content and Understanding:** This Agreement contains a complete and integrated understanding and Agreement between the parties.

IN WITNESS HEREOF, the Agency and the City have executed this Agreement.

PUGET SOUND CLEAN AIR AGENCY

THE CITY OF SEATTLE

By: 
Bill Evans
Board of Directors, Chair


Brenda Bauer, Director
Fleets & Facilities Department

Date: 7/18/06

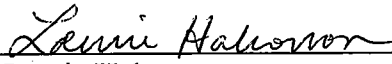
Date: 6-29-06

Attest:

By: 
Dennis J. McLerran
Executive Director

Date: 7/14/06

Approved as to Form:

By: 
Laurie Halvorson
General Counsel

Date: 7/13/06

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.

Brenda Bauer, Director, Fleets & Facilities Dept.

Typed Name & Title of Authorized Representative

Brenda Bauer

Signature of Authorized Representative

7.10.06

Date

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