

**AGREEMENT BETWEEN THE
SNOHOMISH COUNTY PUBLIC TRANSPORTATION BENEFIT AREA CORPORATION
AND THE PUGET SOUND CLEAN AIR AGENCY
FOR REIMBURSEMENT OF COSTS
OF PURCHASING MACHINES TO CLEAN DIESEL PARTICULATE FILTERS**

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 **Snohomish County Public Transportation Benefit Area Corporation** (hereinafter referred to as "Community Transit"), 7100 Hardeson Road Everett, WA 98203, 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, Snohomish County Public Transportation Benefit Area Corporation (Community Transit) operates and maintains a fleet of diesel vehicles which have been retrofitted with diesel particulate filters and are using ultra-low-sulfur diesel fuel (ULSD); and

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

WHEREAS, it is in the interest of the Agency and Community Transit to maintain maximum emission reduction capabilities of diesel particulate filters, reduce the time that buses may be out of service for filter maintenance, and minimize costs; and

WHEREAS, the Agency has discretionary grant money available from the Statewide Pollution Abatement Program which may be applied to non-school bus air pollution reduction projects; and

WHEREAS, the Agency and Community Transit agree that this grant money shall be used to fund the costs of purchasing machines to clean the diesel particulate filters; and

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

II. AGREEMENT

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

A. PURPOSE. The purpose of this Agreement is to establish procedures for the Agency to reimburse Community Transit up to \$30,000.00 for the cost of purchasing machines that clean diesel particulate filters.

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

C. REIMBURSEMENT. Community Transit may apply for reimbursement from the Agency for the costs of purchasing machines that clean diesel particulate filters, as described in this section.

1. The total amount paid by the Agency under this Agreement shall not exceed Thirty Thousand Dollars (\$30,000.00). The funding for this Agreement is provided by State Department of Ecology Grant No. G0400074, under the Diesel Solutions Work Plan.
2. The Agency shall pay for up to one hundred percent (100%) of the cost of purchasing one or two (2) machines that clean diesel particulate filters, including sales tax and shipping costs, if applicable. The machines shall be capable of physically and thermally removing soot and other materials that impede proper operation of the filter. A machine may be a single unit or a number of components that operate together to mechanically and thermally clean the filters.
3. In support of its request for reimbursement for purchase of the cleaning machines, Community Transit will provide the Agency with a copy of the bill from the vendor of the diesel particulate filter cleaning machine and the Community Transit invoice paying the bill. The Community Transit submittal to the Agency shall clearly identify the number of machines purchased, the unit cost of each machine and/or component, 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:

To Community Transit
Gerhild Turner
7100 Hardeson Road
Everett, WA 98203

To the Puget Sound Clean Air Agency:
Paul Carr
110 Union Street, Suite 500
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**

**SNOHOMISH COUNTY PUBLIC
TRANSPORTATION BENEFIT
AREA CORPORATION**

By: Bill Evans
Bill Evans
Board of Directors, Chair

By: Joyce Olson
Joyce Olson
Chief Executive Officer
Community Transit

Date: 4/4/06

Date: 3/4/06

Attest:

By: Dennis J. McLerran
Dennis J. McLerran
Executive Director

Date: 3/16/06

Approved as to form:

By: Laurie Halvorson
Laurie Halvorson
General Counsel

Date: 3/15/06

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



Date

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