

**AGREEMENT BETWEEN
THE NORTSHORE SCHOOL DISTRICT
AND THE PUGET SOUND CLEAN AIR AGENCY
FOR REIMBURSEMENT OF COSTS
FOR USING ULTRA-LOW SULFUR DIESEL FUEL**

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 **NORTSHORE SCHOOL DISTRICT NO. 417** (hereinafter referred to as the "School District"), 3330 Monte Villa Parkway, Bothell WA 98021, 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 using ultra-low-sulfur diesel fuel (ULSD) instead of highway diesel fuel; 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 Agency has grant money from the Statewide Clean School Bus program; and

WHEREAS, the Agency and the School District agree that this grant money shall be used to help fund the costs of purchasing ULSD; and

WHEREAS, as part of the Statewide Clean School Bus program, the Agency elects to pay one-half of the School District's incremental increased cost of using ULSD instead of highway diesel fuel through June 2006; and

WHEREAS, the Agency deems it desirable to enter into this Agreement with the School District to provide partial funding for the School District to purchase ULSD.

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 \$10,000 for one-half of the additional cost of purchasing ULSD through June 2006.

B. TERM. This Agreement shall commence on September 1, 2005 and shall terminate June 30, 2006.

C. REIMBURSEMENT. The School District may apply for reimbursement from the Agency for the costs of ULSD, as described in this section.

1. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is Ten Thousand Dollars (\$10,000), from State Department of Ecology Grant No. G0400074. The Agency shall pay for up to fifty percent (50%) of the difference in cost of ULSD and regular highway diesel.
2. The Agency shall only pay for the ULSD purchased by the School District for use in school buses.
3. In support of its request for reimbursement for ULSD, the School District will provide the Agency with a copy of the bill from the vendor of the ULSD and the School District invoice paying the bill. The School District submittal(s) to the Agency shall clearly identify the additional cost of the ULSD. The School District submittal(s) to the Agency shall clearly identify the additional cost (the vendor quoted margin/gallon) of the ULSD above the (vendor bid margin/gallon) cost of standard on-road diesel fuel at the time of purchase.
4. 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:

Northshore School District:
Randy Wolf – Director of Transportation
3330 Monte Villa Parkway
Bothell, WA 98021

Puget Sound Clean Air Agency:
Tom Hudson
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
Board of Directors, Chair

Date: _____

**NORTHSHORE SCHOOL
DISTRICT**

By: _____

Dan Vaught
Executive Director Support Services
Northshore School District

Date: _____

Attest:

By: _____

Dennis J. McLerran
Executive Director

Date: _____

Approved as to form:

By: _____

Laurie Halvorson
General Counsel

Date: _____

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.

Dan Vaught, Executive Director Support Services, Northshore School District

Typed Name & Title of Authorized Representative

Dan Vaught

Signature of Authorized Representative

10.20.05

Date



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

Instructions

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot. For further details, see 40 CFR 32.510, Participants' responsibilities, in the regulation.

Where to Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to the appropriate EPA Headquarters or Regional office, as required in the application instructions.

A prospective prime contractor must submit a completed certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

How to Obtain Forms:

EPA includes the certification form, instructions, and a copy of its implementing regulation * (40 CFR Part 32) in each application kit. Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies/assistance may be requested from:

Office of Grants and Debarment
Suspension and Debarment Division
U.S. Environmental Protection Agency
401 M. Street, S.W.
Washington, D.C. 20460
(Telephone: 202-260-8025)