

**AGREEMENT BETWEEN THE BELLEVUE SCHOOL DISTRICT AND THE  
PUGET SOUND CLEAN AIR AGENCY FOR REIMBURSEMENT OF COSTS  
FOR REPLACING VALVE COVERS FROM REVISED CRANKCASE  
FILTRATION SYSTEM INSTALLATIONS**

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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 **Bellevue School District #405** (hereinafter referred to as the "School District"), 12025 NE Fifth St, Bellevue, WA, 98005, a school district in the state of Washington, for the purposes and terms set forth in this Agreement.

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**I. RECITALS**

**WHEREAS**, it is the interest of the School District and the Agency to reduce air quality impacts associated with school bus operations; and

**WHEREAS**, the Agency has funding available from the Washington State School Bus Retrofit Program; and

**WHEREAS**, it is in the interest of the citizens of the central Puget Sound region to reduce the public health risk from diesel school buses by retrofitting school buses with air pollution control devices; and

**WHEREAS**, the School District operates and maintains a fleet of diesel buses and provides maintenance for a fleet of diesel buses operated by Mercer Island School District #400; and

**WHEREAS**, the School District is working with the Agency and Instrument Sales and Services to revise the installation of closed loop crankcase ventilation (CCV) systems on rear engine ISC and ISB buses in the School District's fleet and Mercer Island fleet in order to reduce the amount of oil that reaches the CCV; and

**WHEREAS**, Instrument Sales and Services has agreed to provide parts and labor to revise installations on the identified buses with the exception of replacing the valve cover; and

**WHEREAS**, the Board of Directors of the Puget Sound Clean Air Agency deems it desirable to enter into this Agreement to provide funding to assist the School District in its efforts to install CCVs on the diesel vehicles in the School District fleet and to help ensure satisfaction with the voluntary, incentivized retrofit program; and

**WHEREAS**, the Agency and the School District agree that the funding provided in this Agreement shall be used to reimburse the School District for equipment and labor costs for replacing valve covers on 27 buses in the School District's fleet and 9 buses in the Mercer Island fleet.

**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 for the cost for its staff to install replacement valve covers on 36 buses in the School District's fleet.

**B. TERM.** This Agreement shall commence on July 20, 2007, and shall terminate on December 31, 2007.

**C. REIMBURSEMENT.** The School District may apply for reimbursement from the Agency for the equipment and labor costs for the replacement of the valve covers for the vehicles listed in Attachment A and as described in this section.

1. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is Five Thousand Four Hundred dollars (\$5,400.00), from State Department of Ecology Grant No. G0600058. In addition, the Agency will reimburse the School District for parts and labor at the rate specified in subsection C.2 of this Agreement.
2. The maximum amount that the School District may be reimbursed by the Agency pursuant to this Agreement is \$150.00 per valve cover replacement including parts and labor. Labor costs include the labor to remove the old valve cover and install the new valve cover.
3. In support of its request for reimbursement, the School District will provide the Agency with a bill(s) for both labor and parts. The School District submittal(s) to the Agency for labor shall clearly identify the bus and the time (e.g. hours) required to perform the valve cover replacement. Each bill shall specify the sum of the individual labor costs for the buses listed in the bill, but shall not include any sales tax. The School District submittal(s) to the Agency for parts shall clearly identify the bus, and include copies of the purchase receipts.
4. The School District may submit requests for reimbursement monthly 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:

Chris Meditz, Shop Foreman  
Bellevue School District  
12025 NE 5<sup>th</sup> St.  
Bellevue, WA 98005

Beth Carper, Project Manager  
Puget Sound Clean Air Agency  
1904 3<sup>rd</sup> Avenue, Suite 105  
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

BELLEVUE SCHOOL  
DISTRICT

By:   
Bill Evans  
Board of Directors, Chair

By:   
Mike Anderson  
Director of Support Services  
Bellevue School District

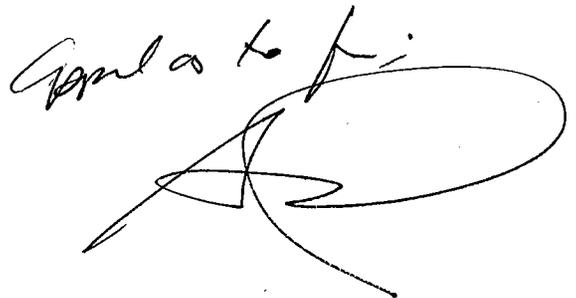
Date: 8/7/07

Date: 7/23/07

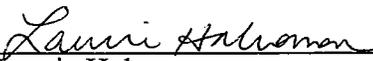
Attest:

By:   
Dennis J. McLerran  
Executive Director

Date: 8/5/07



Approved as to form:

By:   
Laurie Halvorson  
General Counsel

Date: 7/27/07

### Attachment A

School District	State Bus #	VIN	Seating	Years	Engine Manufacturer	Engine Model	Engine Location
Bellevue	18860	1BABKBPA3YF091667	75	2000	CUMMINS	ISB5.9	RE
Bellevue	18861	1BABKBPA5YF091668	75	2000	CUMMINS	ISB5.9	RE
Bellevue	18862	1BABKBPA7YF091669	75	2000	CUMMINS	ISB5.9	RE
Bellevue	18863	1BABKBPA3YF091670	75	2000	CUMMINS	ISB5.9	RE
Bellevue	18864	1BABKBPA5YF091671	75	2000	CUMMINS	ISB5.9	RE
Bellevue	18865	1BABKBPA7YF091672	75	2000	CUMMINS	ISB5.9	RE
Bellevue	18866	1BABKBPA9YF091673	75	2000	CUMMINS	ISB5.9	RE
Bellevue	18867	1BABKBPA0YF091674	75	2000	CUMMINS	ISB5.9	RE
Bellevue	19102	1BABKBPA1YF095975	72	2000	CUMMINS	ISB5.9	RE
Bellevue	19103	1BABKBPA3YF095976	72	2000	CUMMINS	ISB5.9	RE
Bellevue	20061	1BABKBPA53F206908	75	2003	CUMMINS	ISB5.9	RE
Bellevue	20062	1BABKBPA73F206909	75	2003	CUMMINS	ISB5.9	RE
Bellevue	20063	1BABKBPA33F206910	75	2003	CUMMINS	ISB5.9	RE
Bellevue	20064	1BABKBPA53F206911	75	2003	CUMMINS	ISB5.9	RE
Bellevue	20065	1BABKBPA73F206912	75	2003	CUMMINS	ISB5.9	RE
Bellevue	18945	1BABNBXA0YF091665	84	2000	CUMMINS	ISC	RE
Bellevue	18946	1BABNBXA2YF091666	84	2000	CUMMINS	ISC	RE
Bellevue	20742	1BABKBXAX3F212395	75	2003	CUMMINS	ISC	RE
Bellevue	20743	1BABKBXA13F212396	75	2003	CUMMINS	ISC	RE
Bellevue	20744	1BABKBXA33F212397	75	2003	CUMMINS	ISC	RE
Bellevue	20745	1BABKBXA53F212398	75	2003	CUMMINS	ISC	RE
Bellevue	20774	1BABLBXA73F212399	75	2003	CUMMINS	ISC	RE
Bellevue	21538	1BABKBXA44F218596	78	2004	CUMMINS	ISC	RE
Bellevue	21539	1BABKBXA64F218597	78	2004	CUMMINS	ISC	RE
Bellevue	21547	1BABKBXAX4F218599	78	2004	CUMMINS	ISC	RE
Bellevue	21548	1BABKBXA24F218600	78	2004	CUMMINS	ISC	RE
Bellevue	21556	1BABKBXA84F218598	78	2004	CUMMINS	ISC	RE
Mercer Island	18938	1BABKBXA7YF094068	78	2000	CUMMINS	ISB	RE
Mercer Island	19480	1BABNBXA41F201882	78	2001	CUMMINS	ISC	RE
Mercer Island	19481	1BABNBXA61F201883	78	2001	CUMMINS	ISC	RE
Mercer Island	20581	1BABKBXA43F209833	78	2003	CUMMINS	ISC	RE
Mercer Island	20582	1BABKBXA63F209834	78	2003	CUMMINS	ISC	RE
Mercer Island	20583	1BABKBXA83F209835	78	2003	CUMMINS	ISC	RE
Mercer Island	21350	1BABKBXAX4F215783	78	2004	CUMMINS	ISC	RE
Mercer Island	21453	1BABKBXA14F215784	78	2004	CUMMINS	ISC	RE
Mercer Island	21454	1BABKBXA34F215785	78	2004	CUMMINS	ISC	RE

\_\_\_\_\_  
EPA Project Control Number  
\_\_\_\_\_

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.

Karen A. Clark, Deputy Superintendent  
\_\_\_\_\_  
Typed Name & Title of Authorized Representative

*Karen A. Clark*  
\_\_\_\_\_  
Signature of Authorized Representative

*7/16/07*  
\_\_\_\_\_  
Date

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