

**SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT
LOWER EMISSION VEHICLE INCENTIVE PROGRAM AGREEMENT**

This Agreement (Agreement) is between the Sacramento Metropolitan Air Quality Management District (SMAQMD), a California local public agency and **Elk Grove Unified School District** (Participant).

1.0 Recitals

- 1.1 SMAQMD is the local agency within the boundaries of Sacramento County with the primary responsibility for the development, implementation, monitoring, and enforcement of air pollution control strategies, clean fuel programs, and motor vehicle use reduction measures under Health and Safety Code Section 40961.
- 1.2 SMAQMD is authorized by Health and Safety Code Sections 41062(a) and 41082 to implement programs to reduce transportation emissions, including programs to encourage the use of alternative fuels and low-emission vehicles.
- 1.3 The mission of the SMAQMD is to achieve state and federal clean air goals. These goals include attainment and maintenance of ozone standards as part of the Sacramento Federal Nonattainment Area (SFNA) which is described in Exhibit A of this Agreement. The SMAQMD is also responsible for reducing exposure to other air pollutants and toxic air contaminants on a community level. The majority of these emissions are generated by mobile sources, including heavy-duty vehicles, off-road engines, and other equipment.
- 1.4 The California Air Resources Board (CARB) has developed Carl Moyer Program Guidelines, and SMAQMD has developed Guidelines that incorporate and implement these CARB guidelines. These documents are collectively referred to as the Moyer Guidelines. These Guidelines, and any subsequent amendments, will be automatically specifically incorporated into the Agreement as though fully set forth herein.
- 1.5 On April 28, 2016, SMAQMD approved Resolution No. 2016-019, establishing the Lower Emission Vehicle Incentive Program (LEVIP), which provides incentives to fleet operators and individuals for the purchase, repower and/or retrofit of low-emission on-road motor vehicles, off-road mobile equipment, agricultural water pumps, infrastructure, and other engines.
- 1.6 This agreement may be funded using incentive funds received from sources other than the Carl Moyer Program. These funds may have requirements similar to those in Moyer Guidelines and other guidelines as adopted into the LEVIP as directed by the applicable funding source. These sources may include, but are not limited to, the Greenhouse Gas Reduction Fund and the Air Quality Improvement Fund.
- 1.7 Participant has reviewed and is familiar with the Moyer Guidelines or other guidelines applicable to the funding source used to fund New Equipment under this agreement.
- 1.8 Participant understands that the purpose of the Program, and this Agreement, is to help SMAQMD achieve clean air standards as required by state and federal law and to reduce exposure in communities most impacted by air pollution.
- 1.9 Participant wishes to participate in the Program by purchasing and operating the New Equipment (as defined in Paragraph 2.1.8).
- 1.10 The parties specifically recognize that the CARB is a third-party beneficiary to this Agreement and has the right to audit compliance with the Agreement, including conducting inspections, and has the right to enforce Participant's compliance with the terms of the Agreement.

2.0 Special Terms and Conditions

The parties agree to the terms and conditions listed below.

- 2.1. **Definitions:** As used in this Agreement, the following terms have the following meanings:
- 2.1.1 **"Agricultural water pump"** means a stationary or portable device designed to move water used for agricultural purposes.
 - 2.1.2 **"Applicable emission standards"** means the emission standards for NO_x, particulate matter (PM), hydrocarbons, carbon monoxide, and carbon dioxide established by the California Air Resources Board (CARB) or the United States Environmental Protection Agency (USEPA) for the model year of the vehicle or engine.
 - 2.1.3 **"Certified"** means a motor vehicle or engine that is certified by CARB or the USEPA to an emission standard or standards.
 - 2.1.4 **"Dealership"** means a business that has entered into an agreement with SMAQMD to assist in the implementation of the Program and that specializes in the sale of New Equipment.
 - 2.1.5 **"Destroyed"** means that the vehicle or equipment is rendered permanently incapable of passing a California Highway Patrol inspection or is otherwise deemed permanently illegal to operate on public roads.
 - 2.1.6 **"Electronic Monitoring Unit (EMU)"** or **"Data Management System (DMS)"** means an SMAQMD-approved device that is installed on a motor vehicle and that: (i) monitors the locations in which the vehicle is operated within a specified geographic boundary, and (ii) passively transmits usage data reports to SMAQMD or its designee.
 - 2.1.7 **"Experimental Permit"** means an Executive Order issued by CARB for the experimental use of a non-certified or non-verified engine, fuel, or engine retrofit in California.
 - 2.1.8 **"New Equipment"** means the agricultural water pumps, on-road motor vehicles, off-road equipment, devices, emission control systems, replacement engines, and infrastructure that provides fuel or power to equipment listed in this paragraph funded under this Agreement and identified in Exhibit B.
 - 2.1.9 **"Off-road equipment"** means a self-propelled device not intended for operation on a highway that is powered by an engine certified to off-road or nonroad emission standards.
 - 2.1.10 **"Old, Existing or Baseline Vehicle, Engine or Equipment"** means the vehicle, engine or other equipment listed in Exhibit B, Existing or Baseline Vehicle Information and Existing or Baseline Engine Information sections.
 - 2.1.11 **"On-road motor vehicle"** means a self-propelled device by which any person or property may be propelled, moved, or drawn upon a highway, but does not include a device moved exclusively by human power or used exclusively upon stationary rails or tracks.
 - 2.1.12 **"Participant Agreement"** means the LEVIP Agreement between SMAQMD and a Program Participant, under which SMAQMD agrees to pay the Program Participant a specific amount to help offset the cost of purchasing New Equipment from Dealership.
 - 2.1.13 **"Project Completion"** means the project post-inspection has confirmed that the new equipment is operational. Project Completion cannot occur before the date of execution of the Participant Agreement.
 - 2.1.14 **"Project Implementation"** means the period following Project Completion, during which period the participant must meet the performance obligation in Exhibit C.

- 2.1.15 **“Program”** means the SMAQMD's LEVIP, the CARB Carl Moyer Program, their respective guidelines and other applicable funding source guidelines adopted into the LEVIP (as mentioned in Section 1.6), all of which are incorporated into this Agreement as if fully set forth. Any subsequent amendments to the Program Guidelines, are specifically incorporated into the Agreement as though fully set forth herein.
- 2.1.16 **“Program Participant”** means the individual, agency, or business entity that is receiving funds to aid in the purchase, or retrofit, of the New Equipment.
- 2.1.17 **“Reimbursement Formula”** is the following calculation for determining the level of funds to be returned to SMAQMD if Participant fails to meet the operational requirements of the Agreement:

- (i) **For Projects with Annual Operational Requirement** (miles, hours or gallons)

$$A = I * [(O*L) - C] / (O*L)$$

A = Amount Owed to SMAQMD

I = Total Incentive Award

O = Annual Operational Requirement (miles, hours or gallons)

L = Length of the Agreement in Years

C = Actual Operation (miles, hours, or gallons consistent with the form of measure used in “O”)

- (ii) **For Projects That Do Not Have Minimum Annual Operational Requirement**

$$A = I - [I * (T / L)]$$

A = Amount Owed to SMAQMD

I = Total Incentive Award

L = Length of the Agreement in Months

T = Elapsed New Equipment Project Life in Months

- 2.1.18 **“Repower”** means the process in which an old engine is replaced with a new engine.
- 2.1.19 **“Retrofit”** means the installation of one or more devices designed to reduce emissions from a heavy-duty diesel engine.
- 2.1.20 **“Verified”** means a device, fuel, or system that is verified by CARB or the USEPA to reduce emissions from a mobile source by a verified amount.

2.2 **Payment:**

- 2.2.1 **Payment:** SMAQMD will pay up to **\$1,910,000** to Participant to aid in the purchase of the New Equipment. No payment is required until: (i) the Participant commences operation, as required under Paragraph 2.3.1 (Time), (ii) the Participant submits a Payee Data Record form, as required under Paragraph 2.2.2, (iii) Participant satisfies the requirements in Paragraph 2.5 (Inspections and Audits) and 2.6 (Invoice Requirements), and (iv) Exhibit Z has been signed by all parties. **If Participant purchases the New Equipment before this Agreement is signed by all parties, then Participant will NOT receive any grant funds.**
- 2.2.2 **Taxation:** Payments made under this Agreement may be subject to taxation. Participants are encouraged to consult with a tax professional regarding the taxability of payments from this program. Participant is not entitled to payment until it submits a completed Payee Data Record form to SMAQMD prior to payment. SMAQMD will report the payment to both the State of California and the United States Treasury and will issue an IRS Form 1099 to the Participant.
- 2.2.3. **Prevailing Wages:** If applicable, the Participant and any subcontractors agree to be bound by all provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, any

subcontractors must be registered with the Department of Industrial Relations (DIR) pursuant to State Labor Code Section 1725.5 and comply with prevailing wages requirements as published by DIR. Refer to <https://www.dir.ca.gov/Public-Works/PublicWorks.html> for more information. Participant must ensure that any and all subcontractors are registered, pay prevailing wages and submit records as applicable.

2.3 **Participant Obligations:** Participant must:

2.3.1 **Time:** Order the New Equipment described in Exhibit B within 45 days of the date this Agreement is executed by the last signatory, and then complete the purchase and begin operating the New Equipment described in Exhibit B within the timeframe indicated in Exhibit B. Participant may submit a written request to extend this time frame if it is unable to comply with the deadline due to circumstances outside Participant's reasonable control. No extension will be granted, regardless of the circumstances, if the new deadline would conflict with deadlines under the Program. Participant must notify SMAQMD if it fails to meet the project completion milestones.

2.3.2 **Operation:** Meet the operational requirements of Exhibit C for each item of New Equipment described in Exhibit B, and (i) operate the New Equipment in a manner that is consistent with the Program eligibility requirements, the goals and objectives of the Program, the terms of this Agreement, and all local, state, and federal rules, laws, and regulations, (ii) ensure that at least 75% of the total operation of the New Equipment occurs within California, and (iii) if the New Equipment is an agricultural pump, ensure that it is only operated in the SFNA.

2.3.3 **Equipment Warranties:** Secure New Equipment Warranties and operate the New Equipment within the manufacturer's specifications, including all maintenance and fueling requirements.

2.3.4 **Engine or Powertrain Calibration:** Ensure that the new Equipment is only operated when it is calibrated to the lowest emission standard certified by CARB or the U.S. Environmental Protection Agency (EPA), whichever is lower, if the New Equipment directly emits pollution.

2.3.5 **Additional Devices Requirements:**

2.3.5.1 **Electronic Monitoring Unit:** If requested by SMAQMD, install an EMU and provide proof of installation within 90 days of the request.

2.3.5.2 **Usage Meter:** Install an operational odometer, hour meter, electric meter, or other SMAQMD-approved or required usage measuring device on the New Equipment.

2.3.5.3 **Particulate Controls:** Install a SMAQMD-approved and CARB verified particulate matter control device. Installation may be waived if Participant obtains a certification from a SMAQMD-approved Engine Dealership stating that no such device has been approved or certified for use with the New Equipment. This paragraph does not apply to electric agricultural pumps or infrastructure.

2.3.5.4 **Notice and Repair:** Notify SMAQMD immediately if the EMU (or other approved device) or particulate device fails or becomes inoperable, and repair the devices as soon as practicable. Prepare a written record of any usage not recorded by the EMU or other approved device while repairs are pending.

2.3.6 **Old Vehicle Surrender:**

(i) Surrender the Old or Existing Vehicle, Engine or Equipment to a SMAQMD-approved auto salvage dealer or ensure that the dealership from which Participant purchases the New Equipment delivers the Old or Existing Vehicle, Engine or Equipment to an approved salvage dealer.

(ii) Ensure that the Old or Existing Vehicle, Engine or Equipment is in good operating condition when it is delivered to the SMAQMD-approved dealership or salvage yard.

- (iii) SMAQMD may opt to sell the destroyed and salvaged Existing Vehicle, Engine or Equipment, and Participant retains no right to any proceeds from the destruction, salvage, and sale of the Vehicle, Engine, or Equipment by SMAQMD, or the salvage operation. SMAQMD reserves the right to require the Participant to surrender the Existing Vehicle, Engine, or Equipment to a specific salvage operation. If SMAQMD opts to specify the salvage operation, they must provide written notice to the Participant before the Participant delivers the Existing Vehicle, Engine, or Equipment to a salvage operation.
- (iv) Obtain SMAQMD's approval of an alternative to surrender for salvage. SMAQMD may approve an alternative if there are special circumstances that justify the alternative approach and the alternative will not have a detrimental impact on air quality.
- (iv) Paragraph 2.3.6 does not apply if there is no Old or Existing Vehicle, Engine or Equipment identified in Exhibit B.

2.3.7 **Decals:** Display two decals approved by SMAQMD on the New Equipment. SMAQMD must approve the location of the decals.

2.3.8 **Program Guidelines:** Comply with all other requirements detailed in this Agreement and the Program.

2.3.9 **Disclosures:** Complete Exhibit F and, if this Agreement requires approval by the Board of Directors, Exhibit G.

2.4 **Participant's Warranties:** The Participant warrants that:

- (i) It has completed a LEVIP Application Form and all of the information presented in the Form is complete and accurate. Participant's Application for the LEVIP is incorporated by reference in this Agreement.
- (ii) Both the Old or Existing Vehicle, Engine or Equipment and the New Equipment meet all of the criteria established in the Program Guidelines in effect at the time this Agreement is signed, as well as the goals and objectives of the Program.
- (iii) The purchase of the New Equipment described in Exhibit B is not required by any law or regulation with the exception of certain agricultural projects described in Health and Safety Code §41081(d)(2)(ii). If the Participant is a public agency, Participant further warrants that its board policies do not require the purchase.
- (iv) It will not make any modifications to, or tamper with the New Equipment, engine/motor, emission control system or any recording devices on the New Equipment, and will not modify engine/motor performance (including changes in horsepower), emission characteristics, engine emission components (not including repairs with substantially similar original equipment manufacturer replacement parts), or the engine's emission control function in any manner.
- (v) It has read and agrees to all requirements of the Program application and guidelines, including the applicable Program Guidelines. The Participant also agrees to read and meet all subsequent revisions to and advisories regarding the Program Guidelines.

2.5 **Inspections and Audits:** The New Equipment funded under this Agreement is subject to inspection by SMAQMD, CARB, or their designee at any time with 24-hour notification. Any inspection will be conducted at a reasonable time and with reasonable notice to Participant. Inspections will include the pre-, post-, salvage, and audit inspections identified in Paragraphs 2.5.1 to 2.5.4.

2.5.1 **Pre-inspection:** SMAQMD will conduct a pre-inspection of the Old or Existing Vehicle, Engine or Equipment, if any, to verify that the Old or Existing Vehicle, Engine or Equipment qualifies for funding and that the information supplied in the Participant's application is correct.

- 2.5.2 **Post-inspection:** SMAQMD will conduct an inspection after the New Equipment is purchased and (if necessary) installed to verify that the New Equipment meets the Program requirements. For Electric Vehicle Supply Equipment (EVSE)/Battery Charging Stations, the Participant must provide a print out of the current usage from each smart meter or other SMAQMD-approved usage meter installed on each EVSE charger.
- 2.5.3 **Salvage or Destruction Inspection:** SMAQMD or an SMAQMD-approved Dismantler will conduct salvage inspections to ensure that, at the time of salvage, the Old or Existing Vehicle, Engine or Equipment, if any to be destroyed, is in the same condition it was in at the pre-inspection. If the condition of the Old or Existing Vehicle, Engine or Equipment has changed, SMAQMD may deny or decrease the payment authorized under Section 2.2 (Payment). SMAQMD will also conduct a post-salvage inspection to verify destruction or disposal of the Old or Existing Vehicle, Engine or Equipment, if applicable.
- 2.5.4 **Audit Inspection:** SMAQMD, CARB, or their designees will conduct audit inspections as necessary to verify the New Equipment is operating pursuant to program guidelines and meeting contractual requirements. SMAQMD, CARB, or their designees may perform a fiscal audit of the project at any time during the Project Implementation period.
- 2.6 **Invoice Requirements:** The Participant must submit a final invoice packet to SMAQMD. This requirement may be met by submission of the documents by a Dealership on Participant's behalf. The packet must include the New Equipment's identification number, engine serial number, odometer/hour meter reading and the date the New Equipment was purchased or retrofitted. The invoice must also include copies of:
- 2.6.1 **UCC-1 Form:** A copy of an UCC-1 Form, filed with the California Secretary of State, giving SMAQMD a security interest in the New Equipment for the full amount of the funds to be paid to the Participant under a Participant Agreement.
- 2.6.2 **Purchase Documentation:** A copy of (i) the New Equipment invoice, and (ii) copies of all invoice documents associated with the purchase and installation of New Equipment described in Exhibit B, detailing costs associated with parts, labor, and miscellaneous charges, including a copy of the Program Participant final itemized paid invoice, invoices for work performed to meet Program eligibility requirements, and the finance agreement for any portion of the New Equipment purchase price to be privately financed. The documentation must include the odometer or hour meter reading (whichever is applicable) on the date the New Equipment is financed.
- 2.6.3 **Department of Motor Vehicles (DMV) Registration:** If the New Equipment is an on-road vehicle, a copy of the DMV registration for the New Equipment, listing Participant as the registered owner and SMAQMD as lienholder on the New Equipment, if applicable.
- 2.6.4 **Engine or Powertrain and Battery Pack Warranty:** A copy of an engine warranty or powertrain and battery pack warranty that verifies the New Equipment meets the Program requirements.
- 2.6.5 **Usage Meter Installation:** Copy of an invoice documenting that an odometer, hour meter, electric meter, or other SMAQMD-approved tracking device has been purchased and installed on the New Equipment, and a written confirmation by Dealership that the meter is operational.
- 2.6.6 **Particulate Control Device:** A copy of an invoice verifying that a SMAQMD approved, CARB verified diesel emission control system has been installed on the New Equipment, or a certification by the Dealership that no such device has been approved or certified for use with the New Equipment. If a device is installed, include a written confirmation by the Dealership that the device is operational.
- 2.6.7 **Proof of Insurance:** A copy of proof of insurance demonstrating compliance with Section 3.6 and Exhibit D.
- 2.6.8 **California Highway Patrol (CHP) Certification:** If the New Equipment is a School Bus, a copy of the CHP vehicle inspection form for the New Equipment, certifying the school bus for legal operation on public roads and the transport of school children.

- 2.7 **Title and Finance Requirements:** If this Agreement is for the purchase of a new vehicle, the Participant agrees to the following motor vehicle title and finance requirements:
- (i) The Participant must provide a copy of the vehicle's title to SMAQMD, demonstrating that SMAQMD is named as a lienholder of the vehicle. If SMAQMD is the sole Lienholder, Participant will provide the original title to SMAQMD.
 - (ii) The Participant must be the registered owner of the vehicle throughout the term of this Agreement.
 - (iii) If the vehicle is financed, the Participant must list SMAQMD and the Finance Company as lienholders for the vehicle.
 - (iv) If the vehicle is financed, and the vehicle loan is repaid before the termination of this Agreement, the Participant must ensure that SMAQMD is listed as the sole lienholder on the vehicle for the entire remaining term of this Agreement.
 - (v) If the vehicle is repossessed by the finance company, the Participant must immediately notify SMAQMD and must reimburse SMAQMD in accordance with Section 2.10 (Reimbursements).
 - (vi) Any changes to the vehicle's title must be preapproved in writing by SMAQMD.
- 2.8 **Mandatory Information Release:** Participant authorizes release to SMAQMD of the information specified below, and agrees to hold the releasing parties immune from liability for the release of the information to the SMAQMD.
- 2.8.1 **Release of Financial Information:** If the Participant is using commercial or other loans to purchase the Equipment, Participant authorizes the financing entity to release any and all financial information to SMAQMD regarding the Participant's payment status at any time during the term of this Agreement.
- 2.8.2 **Address Information:** Participant authorizes the release of information within the possession or control of any source, including individuals, private or public companies, or government agencies, regarding the past, current or potential future address of Participant or Participant's business (including phone numbers and email addresses), or information that could lead to such information.
- 2.9 **Termination:**
- 2.9.1 **General:** SMAQMD may immediately suspend or terminate this Agreement, in whole or in part, if it determines that there is: (i) an illegal or improper use of funds; (ii) a failure to comply with any term of this Agreement; or (iii) a failure to submit a correct and complete report. In no event will any payment by SMAQMD constitute a waiver by SMAQMD of any breach of this Agreement or any default that may then exist on the part of Participant. Neither will such payment impair or prejudice any remedy available to SMAQMD with respect to the breach or default. The SMAQMD will have the right to demand the repayment to SMAQMD of any funds disbursed to Participant under this Agreement that it determines were not expended in accordance with the terms of this Agreement. Participant must promptly refund the moneys upon demand. In addition to immediate suspension or termination, SMAQMD may impose any other remedies available by law, in equity, or otherwise specified in this Agreement.
- 2.9.2 **Limitation:** Notwithstanding the provisions of this Paragraph, the Participant is subject to the reimbursement requirements of Section 2.10 (Reimbursements), which are in addition to, and do not offset or displace, any other recovery rights that SMAQMD may have in the event the contract is breached.
- 2.9.3 **Funding:** The parties acknowledge that this Agreement will be funded by incentive fund revenues from other agencies; however, SMAQMD may terminate this Agreement if: (i) it does not receive all or a portion of the revenues, or (ii) funds are not specifically appropriated for this Agreement in SMAQMD's final budget prior to the expiration of the Agreement and any Agreement extensions.

If SMAQMD terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days.

- 2.10 **Reimbursements:** Notwithstanding the provisions in Section 2.9 (Termination), the Participant is subject to the reimbursement requirements of this Paragraph, which are in addition to, and do not offset or displace, any other recovery rights that SMAQMD may have in the event the contract is terminated or breached. If the Participant fails to fulfill the minimum operational requirements by the termination date in Paragraph 2.16 (Term), it must refund a pro rata portion of the **\$1,910,000** to SMAQMD.
- 2.10.1 **Reimbursement Determination:** SMAQMD will determine whether a reimbursement is required after reviewing the annual reports required under Section 2.11 (Recordkeeping and Reporting Requirements). If the Participant has failed to submit a report for any year, SMAQMD may assume that none of the operational requirements were met for that year.
- 2.10.2 **Reimbursement Amount:** The reimbursement amount is the difference between the required level of operation and the actual level of operation during a given contract year, according to the Reimbursement Formula. The termination date of the contract will be automatically extended until payment is complete.
- 2.10.3 **Early-Termination Reimbursements:** If the contract is terminated prior to the termination date in Paragraph 2.16 (Term), SMAQMD may:
- (i) Demand full repayment of the Section 2.2 (Payment) funds, or
 - (ii) Apply the Reimbursement Formula and demand repayment of the prorated amount.
- 2.10.4 **Inoperable New Equipment Reimbursements:** If the New Equipment is stolen or rendered inoperable prior to the end of the Agreement term (as determined by Participant's insurance company), Participant may either: (i) replace the inoperable New Equipment with new equipment certified to equal or lower emission levels than the inoperable New Equipment (if applicable) and complete performance of this Agreement or (ii) terminate the Agreement and a return a prorated portion of the **\$1,910,000**, based on the Reimbursement Formula.
- 2.10.5 **Full or Partial Waiver:** The APCO of the SMAQMD may, at his or her sole discretion, relieve the obligation to reimburse funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements.
- 2.10.6 **Statute of Limitations:** Because underperforming participants can reduce the pro rata amount owed by performing through the entire contract period, the statute of limitations period will not begin until the last day of the Agreement term.
- 2.11 **Recordkeeping and Reporting Requirements:**
- 2.11.1 **Record Requirements:** Participant must maintain adequate records to document compliance with this Agreement. Records include the documents specified below. Participant must maintain the records for the term of the contract and the four years following the end date listed in Paragraph 2.16 (Term). SMAQMD may inspect or request copies of these records at any time during the term of this Agreement. This paragraph will survive the termination of this Agreement.
- (i) **On-road Vehicles:** Required records include copies of all driver log book entries, miles travelled, vehicle downtime, and type and cost of maintenance performed.
 - (ii) **Agricultural and off-road projects:** Required records include the hours operated, engine downtime, and type and cost of maintenance.
 - (iii) **Infrastructure:** Required records include the fuel or power dispensed by the infrastructure, qualitative description of public and private uses, and summary of any unscheduled downtime.

- 2.11.2 **Report Requirements:** The Participant must submit a report stating the miles travelled or hours operated in the preceding year, the fuel or energy consumed or dispensed, the type and cost of maintenance or repair work performed over the course of the year, and the amount of time the New Equipment was inoperable due to the maintenance and repair activities.
- (i) **Infrastructure:** Reporting requirements include the items in Section 2.11.1(iii) and all other applicable Program reporting requirements. EVSE must have smart meters or other SMAQMD-approved usage meters installed. EVSE must report annual usage per charger (e.g. kilowatt-hour) and the number of plug-in events. Alternative Fueling Stations must report annual usage per dispenser (e.g. kilograms or standard cubic feet).
- 2.11.3 **Report Submission Deadlines:** Participant must submit use reports at least once annually or as requested by SMAQMD, CARB staff, or their representatives. Annual reports are due not later than January 31 of each year. Additional reports are due on the date specified in the request, or within 30 days if no date is specified. SMAQMD, CARB or their representatives may also request additional performance or other documentation at their discretion and Participant must provide the requested information on the date specified in the request, or within 30 days if no date is specified.
- 2.11.4 **Failure to Comply:** If Participant fails to comply with the reporting requirements, SMAQMD may require repayment in accordance with Section 2.10 (Reimbursements), or, at its sole election, institute on-site monitoring and inspection measures.
- 2.11.5 **Report if New Equipment Becomes Non-operational:** Participant must notify SMAQMD within seven days if the New Equipment funded under this Agreement becomes non-operational.
- 2.12 **Sale of New Equipment:** Participant acknowledges and agrees that it may not sell or encumber the New Equipment without the prior written consent of SMAQMD. SMAQMD will not approve the sale, transfer, licensing, or subcontracting, unless either 2.12.1 or 2.12.2 are satisfied:
- 2.12.1 **Performance Completed:** If performance is complete, SMAQMD will approve the sale or encumbrance after confirming that Participant has met the performance obligations.
- 2.12.2 **Performance Incomplete:** If performance is not complete, SMAQMD will approve the sale or encumbrance after both of the following occur:
- (i) The Participant notifies the prospective buyer of the New Equipment, in writing, of the terms of this Agreement and any unperformed requirements.
- (ii) The buyer executes a Program Agreement with SMAQMD.
- 2.13 **Grant of Security Interest:** Participant grants to SMAQMD a security interest in the New Equipment to secure its performance under this Agreement. Participant authorizes SMAQMD to prepare and file applications, financing statements, continuation statements, statements of assignment, termination statements, lawsuits, and the like, as necessary to perfect, protect, preserve, foreclose, or release SMAQMD's interest in the New Equipment.
- 2.14 **Previous Incentive Funding:** If Participant has received incentive funds for the Old or Existing Vehicle, Engine or Equipment described in Exhibit B under a previous incentive agreement, then Participant warrants that it has already completed its contractual obligations associated with the previous incentive agreement.
- 2.15 **Multiple Funding Source & Incentive Funding Limits:** Participant warrants that it fully disclosed all funds received under any other incentive agreement for the New Equipment described in Exhibit B and that the total combined funding amount does not exceed the maximum funding limits identified in any Program. Exhibit E lists the multiple incentive agreements, the entities involved, and the incentive funds provided by each entity, as disclosed in the application, and Participant warrants that the information is accurate and complete.

- 2.16 **Term:** This Agreement will begin upon execution by all parties and terminate on **12/31/2032**, and the parties agree that the statute of limitations period for demanding reimbursement does not begin to run until the Agreement termination date. The Project Completion period is 180 days or the timeframe indicated in Exhibit B, whichever period is longer, beginning with the execution of the Agreement by all parties and ending with the initial operation of the New Equipment as verified by the post-inspection. See Paragraph 2.3.1 (Time) regarding extensions of this period. The Project Implementation period is the period immediately following the Project Completion period. Notwithstanding the expiration or early termination of this Agreement, SMAQMD's security interest in the New Equipment will continue in full force and effect until Participant fully satisfies its obligations under this Agreement.
- 2.17 **Notice of Contact Information Change:** It is the Participant's responsibility to ensure that its contact and address information in Section 3.29 (Communications) is current at all times. If SMAQMD is forced to pursue legal action and is unable to complete personal or substitute service on Participant, it will request court permission to serve notice by publication in the Sacramento Bee and The Daily Recorder, and will seek a default judgment if the Participant fails to timely respond to legal actions filed by SMAQMD.

3.0 General Terms and Conditions

- 3.1 **Term:** Not Applicable, see Paragraph 2.16 (Term).
- 3.2 **Inspections:** Not Applicable, see Section 2.5 (Inspections and Audits).
- 3.3 **Prohibition on Emission Reduction Credits:** The receipt of funds under this Agreement prohibits application for any form of emission reduction credit – for any pollutant – for the New Equipment described in Exhibit C. This prohibition includes, but is not limited to: (i) all attainment, nonattainment, criteria and noncriteria pollutants, and (ii) application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.
- 3.4 **Prohibition on Vocation Change:** Not Applicable.
- 3.5 **Voluntary Act:** The Participant's purchase of the New Equipment is a completely voluntary act and SMAQMD has not made representations or guarantees to the Participant regarding the New Equipment.
- 3.6 **Insurance:** The Participant must maintain the insurance coverage described in Exhibit D for the entire term of this Agreement and any extensions to the Agreement. The Participant must name SMAQMD as an additional insured and loss payee. The Participant must obtain and transmit to SMAQMD a yearly Certificate of Insurance from the Insurance Company(ies) listing SMAQMD as additional insureds and loss payees, and obligating the Company(ies) to provide at least 30 days notice to the Participant and SMAQMD in the event of a change in, cancellation of, non-renewal of, reduction in coverage under, or termination of any policy listed on the certificate for any reason whatsoever. If the Participant fails to obtain the required certificate of insurance, or if the required insurance lapses, this Agreement may be terminated by SMAQMD immediately.
- 3.7 **Notice of Significant Events:** Participant will provide to SMAQMD prompt written notice of any of the following events:
- (i) Any pending litigation or governmental action that may have a material adverse effect on Participant's ability to operate its business in the ordinary course, or Participant's ability to perform this Agreement.
 - (ii) Any change in its name, adoption of a fictitious business name, change in the location of its principal place of business, change in its business structure (such as from a sole proprietorship to a corporation), any proposed sale or transfer of substantially all its operating assets, or any proposed sale or transfer of 20.0% of its equity ownership or control.
 - (iii) The filing of any petition in bankruptcy by or against Participant.

- (iv) The occurrence of any catastrophic loss to Participant, Participant's principal place of business, or Participant's operating assets.
 - (v) Damage to the New Equipment greater than 10% of its fair market value at the time of damage.
 - (vi) Repossession of the New Equipment.
- 3.8 **Ability to Perform:** If either of the events listed in this paragraph occur, the Participant must notify SMAQMD within 30 days of the date Participant knows, or should have known, that the event has occurred or is likely to occur:
- (i) The Participant suffers catastrophic loss.
 - (ii) Any other event has occurred or is likely to occur that could impair the Participant's ability to perform the conditions of this Agreement.
- 3.9 **Amendment:** No amendment, alteration or variation of the terms of this Agreement is valid unless made in writing and signed by all parties.
- 3.10 **Assignments:** No performance rendered or payment due under this Agreement may be delegated or assigned without the written consent of Participant, CARB and SMAQMD. If Participant assigns any of its rights or obligations under this contract, all of the terms and conditions of this contract will apply to the Participant's assignee.
- 3.11 **Non-Discrimination:** Not Applicable.
- 3.12 **Subcontracts:** If the Participant submitted the name of a subcontractor in the proposal or application for this Agreement, SMAQMD's approval of the Agreement is also an approval of the use of the named subcontractor. In the event that any part of this Agreement is subcontracted, Participant agrees to document the following affirmative steps for utilizing Minority Business Enterprises (MBE) or Women Owned Business Enterprises (WBE) as required by the Environmental Protection Agency:
- (i) Include MBEs and WBEs on solicitation lists.
 - (ii) Assure MBEs and WBEs are solicited once they are identified.
 - (iii) Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
 - (iv) Establish delivery schedules which will encourage MBE and WBE participation, where feasible.
 - (v) Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs and WBEs.
- 3.13 **Successors:** This Agreement will bind the successors of SMAQMD and Participant in the same manner as if they were expressly named.
- 3.14 **Recordkeeping:** Not Applicable. See Section 2.11 (Recordkeeping and Reporting Requirements).
- 3.15 **Termination Notice Requirements:**
- 3.15.1 **30-day Notice Termination:** Either SMAQMD or Participant may terminate this Agreement for any reason by giving the other party 30-days written notice.
 - 3.15.2 **5-day Notice Termination:** SMAQMD, through its APCO, may terminate this Agreement with 5 days written notice if Participant fails to perform any of the terms and conditions of this Agreement in the time and manner specified.

- 3.15.3 **Immediate Termination:** SMAQMD, through its APCO, may terminate this Agreement immediately if informed that moneys to fund the contract are not available. If SMAQMD terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days.
- 3.16 **Waiver of Claims:** Participant waives any claims against SMAQMD, CARB, its officers, agents, employees, delegates or volunteers from damage or loss caused by:
- (i) Any suit or proceeding directly or indirectly attacking the validity of this Agreement, or any part of this Agreement.
 - (ii) Any judgment or award declaring this Agreement either void or voidable, or delaying the performance of any part of this Agreement.
- 3.17 **Waiver of Agreement Provisions:** No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of that party and no failure or delay in enforcing any right will be deemed a waiver. A waiver of a particular breach, or default, will not be deemed to be a waiver of any other subsequent breach or default.
- 3.18 **Time:** Time is of the essence with respect to the timely performance of each provision of this Agreement.
- 3.19 **Severability:** If any provision of this Agreement is held invalid or unenforceable, its invalidity or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed and enforced as if such provision had not been included.
- 3.20 **Venue and Choice of Law:** This Agreement is executed in Sacramento County, California and will be governed by the laws of the State of California. Any action arising out of this Agreement must be filed in a state court or federal court located in Sacramento, California.
- 3.21 **Compliance with Laws and Regulations:** Participant must observe and comply with all applicable laws and regulations. In addition to all other applicable laws, this Agreement is subject to the provisions and limitations of Health & Safety Code. Notwithstanding the terms of this Agreement, the Parties are not permitted to undertake any actions that contravene the Health & Safety Code or any other law or regulation.
- 3.22 **Payments that Contravene the Law:** SMAQMD and CARB have no liability for payments that are found to contravene the law. Participant will reimburse SMAQMD for any payments made by SMAQMD to Participant and later determined to contravene federal, state or local laws and regulations.
- 3.23 **Status of Participant:** This Agreement is only for the payment of incentive funds to offset the cost of the items identified in Exhibit C. Accordingly, Participant, its employees, consultants and subcontractors do not have any of the entitlements of a CARB or SMAQMD employee. Participant is an independent contractor.
- 3.23.1 **Direction of Third Parties:** If the Participant employs any third persons, these persons will be under the exclusive control of Participant. All terms of employment, including but not limited to hours, wages, working conditions, discipline, hiring, and discharging will be determined by Participant.
 - 3.23.2 **Right to Bind:** Neither the Participant nor its employees, subcontractors or consultants have the right to act on behalf of CARB or SMAQMD in any capacity, or to bind CARB or SMAQMD to any obligation.
 - 3.23.3 **Taxes:** Neither CARB nor SMAQMD will make any deductions or withholdings from the compensation paid to Participant. Participant must issue all forms required by federal and state laws for income and employment tax purposes for all of Participant's assigned personnel.
- 3.24 **Conflict of Interest:** No officer or employee of CARB or SMAQMD has any pecuniary interest, direct or indirect, in this Agreement or the proceeds of the Agreement. No officer or employee of Participant may

serve on CARB or SMAQMD's governing body or hold any CARB or SMAQMD position which by rule, practice, or action nominates, recommends, supervises or authorizes the development or execution of this Agreement, or any payment to Participant.

- 3.25 **Indemnity:** The Participant must indemnify and defend SMAQMD, CARB, their officers, agents, employees, delegates and volunteers, from any and all losses, costs, damages, fines or expenses (including attorneys fees, court costs and expert fees) or liability of any kind or character to any person or property that:
- (i) Arises from, or are alleged to arise from, any breach of the responsibilities required of Participant by this Agreement, or
 - (ii) Are related in any way to the New Equipment described in Exhibit C, including any and all liability for general, special, consequential, or other damages arising from the use of the New Equipment by Participant, for which financial assistance or other incentives are received from SMAQMD by Participant.
- 3.26 **Force Majeure:** If performance by CARB, SMAQMD, or the Participant of any of its obligations or undertakings under this Agreement is interrupted or delayed by any occurrence not occasioned by the conduct of either party to this Agreement, whether that occurrence is an act of God or public enemy, or whether that occurrence is caused by war, riot, storm, earthquake, or other natural forces, or by the acts of anyone not a party to this Agreement, then CARB, SMAQMD or the Participant may be either excused from any further performance or excused from any further performance for whatever period of time after the occurrence is reasonably necessary to remedy the effects of that occurrence at the election of CARB and SMAQMD.
- 3.27 **Two Originals:** This Agreement and any modification to this Agreement will be executed in two originals, one to be kept by SMAQMD and one to be kept by the Participant. Either of the originals is enforceable without the presentation of the other original.
- 3.28 **Entire Agreement:** This Agreement constitutes the entire Agreement between SMAQMD and Participant. All parties revoke all prior or contemporaneous oral or written Agreements between them that are inconsistent with this Agreement. In the event of a dispute between the parties regarding the Agreement, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

This Agreement consists of the following parts:

- (i) This Agreement
 - (ii) Exhibit A – Map of Federal Sacramento Ozone Nonattainment Area
 - (iii) Exhibit B – Vehicle/Equipment/Infrastructure Information Form
 - (iv) Exhibit C – Performance Requirements
 - (v) Exhibit D – Insurance Requirements
 - (vi) Exhibit E – Joint Funding Information (if applicable)
 - (vii) Exhibit F – Debarment Certification
 - (viii) Exhibit G – Levine Act Disclosure Statement
 - (ix) Exhibits H to Y intentionally left blank**
 - (x) Exhibit Z– Verified Information of New Equipment & (if applicable) New Termination Date for Agreement
- 3.29 **Communications:** Correspondence between SMAQMD and Participant should be addressed to the following:

To SMAQMD	To Participant
Heather E. Taylor Sacramento Metropolitan AQMD 777 12th Street, Third Floor Sacramento, CA 95814-1908 Phone: (916) 531-1511	Kenneth Black Elk Grove Unified School District 9510 Elk Grove Florin Rd Elk Grove, CA 95624 Phone: (916) 793-2468 Fax: (916) 682-1224

The address and/or contacts may be changed by written notice to the other party. Such written notice may be given by mail, using the U.S. Postal Service, or personal service.

- 3.30 **Authority to Bind and Acknowledgement of Terms:** The undersigned representative of Participant has read and agrees to comply with all terms and conditions in this Agreement and also affirmatively states that he or she has legal authority to bind Participant to the terms and conditions of this Agreement; including the following Disclosure Agreement:

DISCLOSURE AGREEMENT

The undersigned representative of Participant affirmatively states that neither they nor any other representative of Participant will submit another application or sign another contract for the same New Equipment described in Exhibit B with any other source of funds, including but not limited to other air districts or multidistrict funding under the Carl Moyer Program.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same New Equipment will, at a minimum, be disqualified from funding for that New Equipment from all sources, may be required to reimburse the public agencies for any monies received, and may also be banned from submitting future applications to any and all Program solicitations. In addition, if noncompliance or nonperformance under this agreement also constitutes a violation of the Health and Safety Code, including but not limited to the Program and its implementing Guidelines, CARB and SMAQMD may levee fines and refer the violations for criminal enforcement.

Approved by Elk Grove Unified School District

 Robert Pierce
 Deputy Superintendent

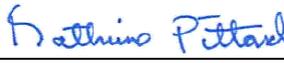
Date: _____

Approved by the Sacramento Metropolitan Air Quality Management District

 Alberto Ayala, Ph.D., M.S.E.
 Executive Director/ Air Pollution Control Officer

Date: _____

Reviewed by:



 Kathrine Pittard
 District Counsel

EXHIBIT B**LOWER EMISSION VEHICLE INCENTIVE PROGRAM
VEHICLE / EQUIPMENT / INFRASTRUCTURE INFORMATION FORM**

Participant must purchase and begin operation within 180 days upon Agreement execution.

SMAQMD Vehicle ID #: SMQV008358**Vocation(s)** (Please list all vehicle/equipment uses): SCH**Equipment:** ON-ROAD**Project Type:** MODERNIZATION**Existing or Baseline Vehicle Information**

Make: BLUE BIRD	Model: E-450	Model Year: 2006	GVWR: 14,050
Vehicle Identification Number: 1FDXE45P86DB03712	Fleet Identification Number: 4	License Plate Number (On-road Vehicles Only): 1230449	

Existing or Baseline Engine Information

Make: INTERNATIONAL	Model:	Model Year: 2006	Serial Number: 506076	HP: 235
Fuel Type: DIESEL	Meter Reading (Miles): 225,870		EPA Engine Family #: 6NVXH06.0AEC	Engine Tier Level:

New Equipment Information

Make: IC CORPORATION	Model:	Model Year:	GVWR: 30,280
Vehicle Identification Number:	Fleet Identification Number:	License Plate Number (On-road Vehicles Only):	

New Engine or Motor Information

Make:	Model:	Model Year:	Serial Number:	HP: 0
Fuel Type: OTHER	Meter Reading (Miles): 0		EPA Engine Family #:	Engine Tier Level:

New Retrofit System Information (if applicable):

Retrofit Make:	Retrofit Model:
Serial Number:	VDECS Family #:

Other New Equipment Information (if applicable):

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EXHIBIT B**LOWER EMISSION VEHICLE INCENTIVE PROGRAM
VEHICLE / EQUIPMENT / INFRASTRUCTURE INFORMATION FORM**

Participant must purchase and begin operation within 180 days upon Agreement execution.

SMAQMD Vehicle ID #: SMQV008360**Vocation(s)** (Please list all vehicle/equipment uses): SCH**Equipment:** ON-ROAD**Project Type:** MODERNIZATION**Existing or Baseline Vehicle Information**

Make: BLUE BIRD	Model: E-450	Model Year: 2006	GVWR: 14,050
Vehicle Identification Number: 1FDXE45P76DB15690	Fleet Identification Number: 11	License Plate Number (On-road Vehicles Only): 1189306	

Existing or Baseline Engine Information

Make: INTERNATIONAL	Model:	Model Year: 2006	Serial Number: 505462	HP: 235
Fuel Type: DIESEL	Meter Reading (Miles): 186,431		EPA Engine Family #: 6NVXH06.0AEC	Engine Tier Level:

New Equipment Information

Make: IC CORPORATION	Model:	Model Year:	GVWR: 30,280
Vehicle Identification Number:	Fleet Identification Number:	License Plate Number (On-road Vehicles Only):	

New Engine or Motor Information

Make:	Model:	Model Year:	Serial Number:	HP: 0
Fuel Type: OTHER	Meter Reading (Miles): 0		EPA Engine Family #:	Engine Tier Level:

New Retrofit System Information (if applicable):

Retrofit Make:	Retrofit Model:
Serial Number:	VDECS Family #:

Other New Equipment Information (if applicable):

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EXHIBIT B**LOWER EMISSION VEHICLE INCENTIVE PROGRAM
VEHICLE / EQUIPMENT / INFRASTRUCTURE INFORMATION FORM**

Participant must purchase and begin operation within 180 days upon Agreement execution.

SMAQMD Vehicle ID #: SMQV008373**Vocation(s)** (Please list all vehicle/equipment uses): SCH**Equipment:** ON-ROAD**Project Type:** MODERNIZATION**Existing or Baseline Vehicle Information**

Make: BLUE BIRD	Model: E-450	Model Year: 2006	GVWR: 14,050
Vehicle Identification Number: 1FDXE45P66HA29179	Fleet Identification Number: 60	License Plate Number (On-road Vehicles Only): 1189276	

Existing or Baseline Engine Information

Make: INTERNATIONAL	Model: A235	Model Year: 2005	Serial Number: 523074	HP: 235
Fuel Type: DIESEL	Meter Reading (Miles): 282,956	EPA Engine Family #: 6NVXH06.0AEC	Engine Tier Level:	

New Equipment Information

Make: IC CORPORATION	Model:	Model Year:	GVWR: 30,280
Vehicle Identification Number:	Fleet Identification Number:	License Plate Number (On-road Vehicles Only):	

New Engine or Motor Information

Make:	Model:	Model Year:	Serial Number:	HP: 0
Fuel Type: OTHER	Meter Reading (Miles): 0	EPA Engine Family #:	Engine Tier Level:	

New Retrofit System Information (if applicable):

Retrofit Make:	Retrofit Model:
Serial Number:	VDECS Family #:

Other New Equipment Information (if applicable):

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EXHIBIT B**LOWER EMISSION VEHICLE INCENTIVE PROGRAM
VEHICLE / EQUIPMENT / INFRASTRUCTURE INFORMATION FORM**

Participant must purchase and begin operation within 180 days upon Agreement execution.

SMAQMD Vehicle ID #: SMQV008378**Vocation(s)** (Please list all vehicle/equipment uses): SCH**Equipment:** ON-ROAD**Project Type:** MODERNIZATION**Existing or Baseline Vehicle Information**

Make: BLUE BIRD	Model: E-450	Model Year: 2006	GVWR: 14,050
Vehicle Identification Number: 1FDXE45P06HA29176	Fleet Identification Number: 70	License Plate Number (On-road Vehicles Only): 1256766	

Existing or Baseline Engine Information

Make: INTERNATIONAL	Model:	Model Year: 2005	Serial Number: 468323	HP: 235
Fuel Type: DIESEL	Meter Reading (Miles): 219,421		EPA Engine Family #: 6NVXH06.0AEC	Engine Tier Level:

New Equipment Information

Make: IC CORPORATION	Model:	Model Year:	GVWR: 30,280
Vehicle Identification Number:	Fleet Identification Number:	License Plate Number (On-road Vehicles Only):	

New Engine or Motor Information

Make:	Model:	Model Year:	Serial Number:	HP: 0
Fuel Type: OTHER	Meter Reading (Miles): 0		EPA Engine Family #:	Engine Tier Level:

New Retrofit System Information (if applicable):

Retrofit Make:	Retrofit Model:
Serial Number:	VDECS Family #:

Other New Equipment Information (if applicable):

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EXHIBIT B**LOWER EMISSION VEHICLE INCENTIVE PROGRAM
VEHICLE / EQUIPMENT / INFRASTRUCTURE INFORMATION FORM**

Participant must purchase and begin operation within 180 days upon Agreement execution.

SMAQMD Vehicle ID #: SMQV008379**Vocation(s)** (Please list all vehicle/equipment uses): SCH**Equipment:** ON-ROAD**Project Type:** MODERNIZATION**Existing or Baseline Vehicle Information**

Make: THOMAS	Model: SAF-T-LINER	Model Year: 1996	GVWR: 33,000
Vehicle Identification Number: 1T75N4B21T1139973	Fleet Identification Number: 74	License Plate Number (On-road Vehicles Only): E028068	

Existing or Baseline Engine Information

Make: CUMMINS	Model: ISB 245	Model Year: 2005	Serial Number: 46500392	HP: 245
Fuel Type: DIESEL	Meter Reading (Miles): 397,105	EPA Engine Family #: 5CEXH0359BAF		Engine Tier Level:

New Equipment Information

Make: IC CORPORATION	Model:	Model Year:	GVWR: 30,280
Vehicle Identification Number:	Fleet Identification Number:	License Plate Number (On-road Vehicles Only):	

New Engine or Motor Information

Make:	Model:	Model Year:	Serial Number:	HP: 0
Fuel Type: OTHER	Meter Reading (Miles): 0	EPA Engine Family #:		Engine Tier Level:

New Retrofit System Information (if applicable):

Retrofit Make:	Retrofit Model:
Serial Number:	VDECS Family #:

Other New Equipment Information (if applicable):

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EXHIBIT B**LOWER EMISSION VEHICLE INCENTIVE PROGRAM
VEHICLE / EQUIPMENT / INFRASTRUCTURE INFORMATION FORM**

Participant must purchase and begin operation within 180 days upon Agreement execution.

SMAQMD Vehicle ID #: SMQV008381**Vocation(s)** (Please list all vehicle/equipment uses): SCH**Equipment:** ON-ROAD**Project Type:** MODERNIZATION**Existing or Baseline Vehicle Information**

Make: BLUE BIRD	Model: E-450	Model Year: 2006	GVWR: 14,050
Vehicle Identification Number: 1FDXE45P26HA29180	Fleet Identification Number: 76	License Plate Number (On-road Vehicles Only): 1189254	

Existing or Baseline Engine Information

Make: INTERNATIONAL	Model:	Model Year: 2005	Serial Number: 520836	HP: 235
Fuel Type: DIESEL	Meter Reading (Miles): 232,978		EPA Engine Family #: 6NVXH06.0AEC	Engine Tier Level:

New Equipment Information

Make: IC CORPORATION	Model:	Model Year:	GVWR: 30,280
Vehicle Identification Number:	Fleet Identification Number:	License Plate Number (On-road Vehicles Only):	

New Engine or Motor Information

Make:	Model:	Model Year:	Serial Number:	HP: 0
Fuel Type: OTHER	Meter Reading (Miles): 0		EPA Engine Family #:	Engine Tier Level:

New Retrofit System Information (if applicable):

Retrofit Make:	Retrofit Model:
Serial Number:	VDECS Family #:

Other New Equipment Information (if applicable):

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EXHIBIT B**LOWER EMISSION VEHICLE INCENTIVE PROGRAM
VEHICLE / EQUIPMENT / INFRASTRUCTURE INFORMATION FORM**

Participant must purchase and begin operation within 180 days upon Agreement execution.

SMAQMD Vehicle ID #: SMQV008382**Vocation(s)** (Please list all vehicle/equipment uses): SCH**Equipment:** ON-ROAD**Project Type:** MODERNIZATION**Existing or Baseline Vehicle Information**

Make: BLUE BIRD	Model: A3RE	Model Year: 2002	GVWR: 36,200
Vehicle Identification Number: 1BABNBXA82F206522	Fleet Identification Number: 168	License Plate Number (On-road Vehicles Only): 1123691	

Existing or Baseline Engine Information

Make: CUMMINS	Model: ISC 285	Model Year: 2001	Serial Number: 46147694	HP: 285
Fuel Type: DIESEL	Meter Reading (Miles): 374,056	EPA Engine Family #: 1CEXH0505CAO	Engine Tier Level:	

New Equipment Information

Make: IC CORPORATION	Model:	Model Year:	GVWR: 30,280
Vehicle Identification Number:	Fleet Identification Number:	License Plate Number (On-road Vehicles Only):	

New Engine or Motor Information

Make:	Model:	Model Year:	Serial Number:	HP: 0
Fuel Type: OTHER	Meter Reading (Miles): 0	EPA Engine Family #:	Engine Tier Level:	

New Retrofit System Information (if applicable):

Retrofit Make:	Retrofit Model:
Serial Number:	VDECS Family #:

Other New Equipment Information (if applicable):

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EXHIBIT C**PERFORMANCE REQUIREMENTS**

The below listed New Equipment must meet the minimum performance requirements shown to avoid reimbursement according to Paragraph 2.10 (Reimbursements) of this Agreement

SMAQMD Vehicle ID #, Vehicle and Engine/Motor Year, Make & Model*	Vehicle and Engine/Motor Serial Numbers*	Minimum Annual Usage (Miles)**	Total Usage (Miles)**	Anticipated Annual NOx Reduction (tons)	Description of Additional Performance Requirements (if applicable)***	Maximum Incentive Amount
SMAQMD Vehicle ID #: SMQV008358 IC CORPORATION		6,815	68,150	CMP: 0.1		\$284,207
SMAQMD Vehicle ID #: SMQV008360 IC CORPORATION		6,815	68,150	CMP: 0.1		\$284,207
SMAQMD Vehicle ID #: SMQV008373 IC CORPORATION		6,815	68,150	CMP: 0.1		\$284,207
SMAQMD Vehicle ID #: SMQV008378 IC CORPORATION		6,815	68,150	CMP: 0.1		\$284,207
SMAQMD Vehicle ID #: SMQV008379 IC CORPORATION		6,815	68,150	CMP: 0.1		\$204,758
SMAQMD Vehicle ID #: SMQV008381 IC CORPORATION		6,815	68,150	CMP: 0.1		\$284,207

SMAQMD Vehicle ID #: SMQV008382 IC CORPORATION		6,815	68,150	CMP: 0.22		\$284,207
Total				CMP: 0.82		\$1,910,000

* SMAQMD will fill in information upon verification of project completion.

** If the New Equipment is anything other than an agricultural pump, 75% of the operation of the New Equipment must be in California. If the New Equipment is an agricultural pump, all of the operation must be in the SFNA (shown in Exhibit A). Please see Paragraph 2.3.2 (Operation).

*** For infrastructure projects, the Participant must annually provide the SMAQMD with the following data for the entire term of this Agreement:

- (A) Qualitative description of public and private uses.
- (B) Annual usage per EVSE charger (e.g. kilowatt-hour) and the number of plug-in events. EVSE must have smart meters or other SMAQMD-approved usage meters installed.
- (C) Annual usage per Alternative Fueling Station dispenser (e.g. kilograms or standard cubic feet).
- (D) Any unscheduled downtime, including duration of downtime and causes of downtime.

EXHIBIT D

INSURANCE REQUIREMENTS

Verification of Coverage

Participant must furnish SMAQMD with certificates evidencing the coverage required below. Certified copies of required endorsements must be attached to provided certificates. **All certificates are to be received and approved by SMAQMD before work commences.** SMAQMD reserves the right to require Participant to provide complete, certified copies of any policy of insurance offered in compliance with these specifications. As an alternative to insurance certificates, Participant's insurer may voluntarily provide complete, certified copies of all required insurance policies, including endorsements, affecting the coverage required by these specifications. SMAQMD will be named as additional insured and loss payee on all required insurance policies for the New Equipment funded by this Agreement.

Minimum Scope of Insurance

During the term of this Agreement, Participant must, at its sole expense, obtain and maintain in full force and affect the type and limits of liability requirements as follows:

Coverage must be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001, most recent edition).
2. Insurance Services Office form CA 0001 (most recent edition) covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation insurance as required by the State of California.
4. Comprehensive and collision coverage sufficient to replace the vehicle(s) and emission control system(s) included in the project.
5. Verification of insurance coverage equal to the replacement costs of the New Equipment included in this project.

Minimum Limits of Insurance

Participant must maintain limits no less than:

1. **General Liability:** \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
2. **Automobile Liability:** \$1,000,000 per accident for bodily injury and property damage.
3. **Worker's Compensation:** Statutory.
4. **Comprehensive/Collision:** Equal to the full replacement cost.
5. **Property Loss or Damage:** Equal to the full replacement cost.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. SMAQMD Liability and Property Insurance Manager may waive or alter this requirement, or accept self-insurance in lieu of any required policy of insurance if, in the opinion of the Risk Manager, the interests of SMAQMD and the general public are adequately protected.

EXHIBIT E

JOINT FUNDING INFORMATION (IF APPLICABLE)

The funding entity names and funding amounts provided by each entity are shown below.

EXHIBIT F

DEBARMENT CERTIFICATION FORM

The Participant certifies that, neither the Participant nor any owner, partner, director, officer, or principal of the Participant, nor any person in a position with management responsibility or responsibility for the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); 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) Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(d) Has within a three-year period preceding this certification had one or more public transactions or contracts (federal, state, or local) terminated for cause or default.

The Participant further certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency.

Dated this _____ day of _____, 20 _____

By _____
Authorized Signature for Participant

Robert Pierce, Deputy Superintendent

Printed Name and Title

Elk Grove Unified School District

Participant and Type of Entity (*Corp., Partnership, Sole Proprietor*)

9510 Elk Grove Florin Rd

Address

Elk Grove, CA 95624

City/State/Zip Code

(916) 793-2468, kblack@egusd.net

Area Code/Telephone Number and E-Mail Address

EXHIBIT G

LEVINE ACT DISCLOSURE STATEMENT

California Government Code § 84308, commonly referred to as the “Levine Act,” precludes an Officer of a local government agency from participating in the award of a contract if they received political contributions totaling more than \$250 in the 12 months preceding the contract award, and for three months following the final decision, from the contract recipient. This prohibition applies to contributions to the Officer, or received by the Officer on behalf of any other Officer, or on behalf of any candidate for office or on behalf of any committee. The Levine Act also requires disclosure of such contributions by a party to be awarded a specified contract.

Current members of the SMAQMD Board of Directors are: *(as of 1/28/2021; check for current list)*

Eric Guerra
Patrick Kennedy
Mai Vang
Kevin Papineau
Sarah Aquino

Sean Loloee
Jeff Harris
Bobbie Singh-Allen
Sue Frost
Bret Daniels

Donald Terry
Don Nottoli
Rich Desmond
Phil Serna

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to any SMAQMD Director(s) in the 12 months preceding the date of the issuance of this request for proposal or request for qualifications?

YES NO

If yes, please identify the Director(s): _____

2. Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contributions of more than \$250 to any SMAQMD Director(s) in the three months following the award of the contract?

YES NO

If yes, please identify the Director(s): _____

Answering yes to either of the two questions above does not preclude SMAQMD from awarding a contract to your firm. It does, however, preclude the identified Director(s) from participating in the contract award process for this contract.

DATE

(SIGNATURE OF AUTHORIZED OFFICIAL)

Robert Pierce, Deputy Superintendent

(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Elk Grove Unified School District

(TYPE OR WRITE NAME OF COMPANY)

EXHIBIT Z
Section (i)

Verified Information of New Equipment & (if applicable) New Termination Date for Agreement

Exhibit Z will be added to Agreement # **VET-21-0059** after the Agreement is executed and the Post-inspection identified in Paragraph 2.5.2 (Post-inspection) for each New Equipment has been completed. All information in Exhibit Z will supersede the Vehicle/Equipment information in Exhibit B and the performance requirements in Exhibit C.

Exhibit Z will also supersede the funding allocation for each New Equipment in Exhibit C, provided that the total contract amount does not exceed: (a) the original Total Maximum Incentive Amount identified in Exhibit C and Paragraph 2.2.1 (Payment) of the Agreement and (b) the funding for each New Equipment does not exceed the Program Guideline allowances.

If the project implementation timeframe is less than the project credit life due to the date of the last New Equipment Post-inspection, then the new Agreement termination date is: _____. The new Agreement termination date in Exhibit Z will supersede the original Agreement termination date identified in Paragraph 2.16 (Term).

Approved by Elk Grove Unified School District

(SAMPLE – DO NOT SIGN)

Robert Pierce
Deputy Superintendent

Date: _____

Approved by the Sacramento Metropolitan Air Quality Management District

(SAMPLE – DO NOT SIGN)

Raef Porter
Program Manager, Transportation & Climate Change Division

Date: _____

**EXHIBIT Z
Section (ii)**

VEHICLE / EQUIPMENT / INFRASTRUCTURE INFORMATION FORM

SMAQMD Vehicle ID #: _____

Vocation(s) (Please list all vehicle/equipment uses):

Equipment:	Project Type:
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Existing or Baseline Vehicle Information

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:	Fleet Identification Number:	License Plate Number (On-road Vehicles Only):	

Existing or Baseline Engine Information

Make:	Model:	Model Year:	Serial Number:	HP:
Fuel Type:	Meter Reading (Miles):	EPA Engine Family #:		Engine Tier Level:

New Equipment Information

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:	Fleet Identification Number:	License Plate Number (On-road Vehicles Only):	

New Engine or Motor Information

Make:	Model:	Model Year:	Serial Number:	HP:
Fuel Type:	Meter Reading (Miles):	EPA Engine Family #:		Engine Tier Level:

New Retrofit System Information (if applicable):

Retrofit Make:	Retrofit Model:
Serial Number:	VDECS Family #:

Other New Equipment Information (if applicable):

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**EXHIBIT Z
Section (iii)**

PERFORMANCE REQUIREMENTS

The below listed New Equipment must meet the minimum performance requirements shown to avoid reimbursement according to Paragraph 2.10 (Reimbursements) of this Agreement

SMAQMD Vehicle ID #, Vehicle and Engine/Motor Year, Make & Model*	Vehicle and Engine/Motor Serial Numbers*	Minimum Annual Usage (Miles)**	Total Usage (Miles)**	Anticipated Annual NOx Reduction (tons)	Description of Additional Performance Requirements (If applicable)***	Maximum Incentive Amount
SMAQMD Vehicle ID #: _____				CMP: _____		
Total				CMP: _____		

* SMAQMD will fill in information upon verification of project completion.

** If the New Equipment is anything other than an agricultural pump, 75% of the operation of the New Equipment must be in California. If the New Equipment is an agricultural pump, all of the operation must be in the SFNA (shown in Exhibit A). Please see Paragraph 2.3.2 (Operation).

*** For infrastructure projects, the Participant must annually provide the SMAQMD with the following data for the entire term of this Agreement:

- (A) Qualitative description of public and private uses.
- (B) Annual usage per EVSE charger (e.g. kilowatt-hour) and the number of plug-in events. EVSE must have smart meters or other SMAQMD-approved usage meters installed.
- (C) Annual usage per Alternative Fueling Station dispenser (e.g. kilograms or standard cubic feet).
- (D) Any unscheduled downtime, including duration of downtime and causes of downtime.