

April 12, 2018

Robert Morse  
Central Unified School District  
4605 N. Polk Ave.  
Fresno, CA 93722

RE: School Bus Incentives Program Agreement: C-30364-E

Dear Robert Morse:

Please find enclosed one (1) copy of the final executed agreement with the San Joaquin Valley Air Pollution Control District (SJVAPCD).

To receive reimbursement, the SJVAPCD will be requiring the following:

- Completion of a Claim for Payment form (enclosed)  
***\*Claims must be signed by the appropriate signing authority.***
- Submission of all invoices, purchase order, cancelled checks, receipts, etc.
- Copy of insurance coverage (or letter of self-insurance)
- Crushing/dismantling receipts
- Verification of Vehicle Destruction Form (enclosed)
- A copy of the DMV Dismantlers Notice Acquisition/Report of vehicle to be dismantled (REG 42)
- A copy of the CHP form 292 for each new bus
- A copy of the registration for the new bus
- Replacement School Bus Information Form (enclosed)

Applicants must not have paid for and/or taken delivery of the retrofit prior to the execution date on the enclosed agreement. Additionally, it is important that you follow all reimbursement procedures in the enclosed Payment Procedures Packet. Failure to follow the procedures will delay reimbursement.

If you have any questions regarding reimbursement procedures please contact SJVAPCD Staff at (559) 230-5800.

Sincerely,

School Bus Incentives Staff  
Incentive Programs

**Seyed Sadredin**  
Executive Director/Air Pollution Control Officer

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**Enclosures**

**Northern Region**  
4800 Enterprise Way  
Modesto, CA 95356-8718  
Tel: (209) 557-6400 FAX: (209) 557-6475

**Central Region (Main Office)**  
1990 E. Gettysburg Avenue  
Fresno, CA 93726-0244  
Tel: (559) 230-6000 FAX: (559) 230-6061

**Southern Region**  
34946 Flyover Court  
Bakersfield, CA 93308-9725  
Tel: 661-392-5500 FAX: 661-392-5585

***Agreement C-30364-E***

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***SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT  
SCHOOL BUS INCENTIVES PROGRAM  
FUNDING AGREEMENT  
(School Bus Replacement Component)***

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This Agreement, made this 12<sup>th</sup> day of April, 2018, between the San Joaquin Valley Unified Air Pollution Control District ("District") and **Central Unified School District** ("Participant").

This Agreement is not effective until all signatures and dates are placed on the signature page.

In consideration of their mutual promises, covenants, conditions, and the funds awarded under this Agreement, the parties agree as follows:

**1. PROGRAM**

The purpose of this Agreement is to provide incentives to Participants in the District's School Bus Replacement Component of the School Bus Incentives Program, which will assist the District in attaining federal and state air quality standards. Under this program, District provides cash incentives to be used toward the purchase of new lower-emission replacement school buses. Participant has agreed to undertake such participation.

**2. DESCRIPTION OF VEHICLE(S)**

A. Funding under this Agreement shall be utilized by the Participant for the purchase of the following new lower-emission school bus(es); hereinafter the "new replacement school bus(es)"; to replace the Participant's current school bus(es); hereinafter the "current school bus(es)". Specifications for the current school bus(es) and the new replacement school bus(es), including the specifications for the engine(s), are identified in Exhibit B, attached hereto and incorporated herein.

- Number of new replacement school bus(es) to be purchased: **One (1)**
- Project Type: **New Replacement Vehicle**
- School Bus Description: **See Exhibit B**

If, after the execution of this Agreement, Participant purchases a different new replacement school bus(es) other than as listed in Exhibit B, the alternative new replacement school bus(es) must meet the following requirements. The alternative new replacement school bus(es) must:

- Achieve emissions reductions equivalent to or greater than the new replacement school bus(es) listed on Exhibit B.
- Be equipped with an eligible engine according to the program requirements.
- Meet all of the same program eligibility requirements as the new replacement school bus(es) listed on Exhibit B.

Participant must receive prior approval by the District before purchasing the alternative new replacement school bus(es). If the Participant does not receive prior approval from the District for the purchase of the alternative new replacement school bus(es), the District may deny the disbursement of project funds.

- B. No payment shall be made toward new replacement school bus(es) other than as listed in Paragraph 2(A).
- C. Participant agrees that the current school bus(es) as listed in **Exhibit B** as the vehicle(s) to be replaced, will be permanently removed from operation and dismantled in accordance with the Guidelines and verified by District personnel.
  - Definition of dismantle for the purpose of this Agreement is as follows: to punch, crush, stamp, hammer, shred, or otherwise render permanently and irreversibly incapable of functioning as originally intended, any vehicle or vehicle part

### **3. OBLIGATIONS OF DISTRICT**

- A. District shall provide up to **\$89,664.39** dollars to Participant for the purchase of new replacement school bus(es) as indicated in paragraph 2(A).
- B. District shall make payment to Participant upon receipt and verification of a properly supported Claim for Payment including itemized invoices.
- C. Funding shall only be allowed toward the purchase of the new replacement school bus(es) described in paragraph 2(A), which complies with the School Bus Incentives Replacement Component Guidelines and criteria and shall meet all program requirements for the full Agreement term.
- D. Payment will be issued upon verification that the new replacement school bus(es) are purchased and program eligible. All buses must be California Highway Patrol (CHP) safety certified, insured, and operating in order for Participant to receive payment.

#### **4. AGREEMENT TERM**

- A. Project Completion Phase – Participant shall take delivery and place the new replacement school bus(es) into service within **one (1) year** of the effective date of this Agreement. This includes dismantling the current school bus(es) and obtaining CHP inspection of the new replacement school bus(es).
- Participant shall submit the Claim for Payment prior to sixty (60) days after the Project Completion Phase.
- B. Project Implementation Phase – Participant shall own, operate, and maintain the new school bus(es) according to the terms of this Agreement for a period of not less than **five (5) years** from the date in which the new replacement school bus(es) is/are first placed into service. Participant agrees to cooperate with District in implementation, monitoring, enforcement, and other efforts to assure the emissions benefits are real, quantifiable, surplus, and enforceable.

#### **5. ANNUAL REPORTING**

- A. Participant shall submit annual reports on new replacement school bus(es) operation, fuel consumption, annual miles traveled, maintenance and any other pertinent information requested by District on a form to be provided to Participant by the District. Participant must submit annual reports each year for the duration of the Project Implementation Phase as described in paragraph 4(B).
- B. The first year annual report is due on the anniversary date of the purchase of the new replacement school bus(es) in this project and for each ensuing year thereafter.
- C. Noncompliance with the reporting requirements shall require on-site monitoring by District personnel.
- D. District reserves the right to monitor and enforce the terms of this Agreement at any time during the Project Implementation Phase as described in paragraph 4(B) and for a period of **three (3) years** after.

#### **6. OBLIGATIONS OF PARTICIPANT**

- A. Participant shall purchase the new replacement school bus(es) specified in paragraph 2(A) and indicated in Exhibit B. It is the responsibility of the Participant to ensure the new replacement school bus(es) purchased through this Agreement meet all program eligibility requirements. Participant must ensure the new replacement school bus(es) purchased through this Agreement adheres to all the requirements set forth in Paragraph 2(A). If the Participant purchases new

replacement school bus(es) that are not eligible or do not meet program requirements, the District may deny the disbursement of project funds.

- B. Each new replacement school bus(es) must undergo a CHP safety certification inspection after its purchase and prior to transporting children.
- C. The new replacement school bus(es) shall be operated and maintained according to the manufacturer's specifications. Additionally no fuel additives are permissible unless specifically identified as allowable by the engine certification executive order.
- D. In the event the Participant does not complete the minimum operating period required by this Agreement, Participant shall refund to District a pro-rated amount.
- E. If necessary, Participant shall obtain through other sources sufficient additional funds to purchase the new replacement school bus(es) specified herein.
- F. In the event Participant cannot obtain sufficient funds to complete the purchase of the new replacement school bus(es), District reserves the right to terminate this Agreement. In that event, if requested by District, Participant shall return any District funds received.

#### **7. GENERAL CONDITIONS**

- A. Participant agrees that at the date of execution of this Agreement, it has not yet purchased and/or received delivery of the new replacement school bus(es).
- B. Participant agrees that, for the term of this Agreement plus **three (3) years**, District shall be allowed to inspect the new replacement school bus(es) and/or records relating to the new replacement school bus(es) including but not limited to those listed in Exhibit C.
- C. Participant agrees that the gross vehicle weight rating of the new replacement school bus(es) shall be greater than 14,000 pounds.
- D. Participant agrees that new replacement school bus(es) to be purchased shall, by a test method approved by the United States Environmental Protection Agency or the California Air Resources Board, be new and certified for sale in California, or under an experimental permit for operation in California. The new replacement school bus(es) shall meet or exceed those requirements.
- E. Participant agrees and represents that the new replacement school bus(es) is/are home based within the geographic boundaries of the District identified in Exhibit A; attached hereto and incorporated herein; and shall remain so for the amount of time specified in paragraph 4(B).

- F. Participant waives all rights to any emission reduction credits that may accrue as a result of purchase of the new replacement school bus(es). Any such potential credits shall be the sole property of District.
- G. If the Participant intends to sell or transfer ownership of the new replacement school bus(es) in this Agreement during the Project Implementation Phase specified in paragraph 4(B), the Participant must notify and receive approval from the District prior to the sale or transfer of the new replacement school bus(es). In the event Participant sells or transfers ownership of said new replacement school bus(es) to a buyer outside of the District boundaries as identified in Exhibit A's geographical area during the Project Implementation Phase specified in paragraph 4(B), Participant shall return, if requested by District, pro-rated funds to the District.
- H. The District reserves the right to reduce the incentive amount if it is determined that the actual costs paid by the Participant are less than the costs indicated on the Application. Additionally, the District reserves the right to disallow certain ineligible costs submitted on the Claim for Payment and thereby reduce the incentive amount. A determination of cost eligibility will be at the sole discretion of the District.
- I. Participant agrees that the project will comply with the School Bus Incentives Program Guidelines and shall meet all program requirements for the full term of the Agreement.
- J. For projects involving installation or construction of infrastructure, the Participant agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for and licensed professionals are required for those services under state law.
- K. If applicable, the Participant agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Participant shall monitor all services subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- L. The Participant shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Participant shall be responsible for any and all disputes arising out of its contracts for work funded by this Agreement, including, but not limited to, payment disputes with contractors, subcontractors, and providers of services. The District will not mediate disputes between the Participant and any other entity concerning responsibility for performance of work.

**8. INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by Participant under this Agreement, it is mutually understood and agreed that Participant, including any and all of Participant's officers, agents, and employees, shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of District.

**9. INSURANCE**

Participant shall insure the replacement bus(es) in an amount no less than the full replacement value of the bus(es) and provide satisfactory evidence of such insurance to the District. The evidence shall be provided at the time of claim and with the annual report through the full term of this agreement.

**10. FUNDING OUT**

The terms of this Agreement and the services to be provided hereunder are contingent on the approval and receipt of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving Participant 30 days' prior written notice.

**11. NON ASSIGNMENT**

Neither party shall assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior express, written consent of the other party.

**12. TERMINATION**

District may immediately suspend or terminate this Agreement, in whole or in part, or withhold payment where in the determination of District there is:

- A. An illegal or improper use of funds;
- B. A failure to comply with any term of this Agreement; or
- C. A substantially incorrect or incomplete report submitted to District.

In no event shall any payment by District constitute a waiver by District of any breach of this Agreement or any default that may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to District with respect to the breach or default. District shall have the right to demand of Participant the repayment to District of any funds disbursed to Participant under this Agreement that, in the judgment of District, were not expended in accordance with the terms of this Agreement. Participant shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, District may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

### **13. INDEMNIFICATION**

Participant agrees to indemnify, save, hold harmless, and at District's request and at Participant's sole expense, defend District, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) which arise or are alleged to arise directly or indirectly from any act or omission of Participant, its officers, agents, subcontractors, or employees in their performance of this Agreement or out of the operations conducted by the Participant, save and except claims or litigation arising out of the sole negligence or sole willful misconduct of the District.

### **14. RECORD KEEPING**

Participant shall maintain records sufficient to provide, on an annual basis for term of this Agreement, information regarding annual mileage, fuel usage, general maintenance details, and any other available information that may be deemed pertinent to the evaluation of the program. The Participant shall agree to maintain such records for possible audit (Item 20) for a minimum of the Agreement term plus **three (3) years**. The Participant shall agree to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Participant agrees to include a similar right to the State to audit records and interview staff in any subcontract related to performance of the Agreement. This includes the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement – this includes programmatic and fiscal records and documentation. (**Exhibit C**)

### **15. NOTICES**

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

#### **PARTICIPANT**

Central Unified School District  
Kelly Porterfield  
Assistant Superintendent/Chief  
Business Officer  
4200 N. Grantland  
Fresno, CA 93723

#### **DISTRICT**

Sayed Sadredin  
Executive Director/APCO  
San Joaquin Valley Unified ACPD  
1990 E. Gettysburg Avenue  
Fresno, California 93726  
(559) 230-6000

Any and all notices between District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when



personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party.

**16. CONFLICT OF INTEREST**

No officer, employee, or agent of District who exercises any function or responsibility for planning and carrying out the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. Participant shall comply with all federal and state conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of District.

**17. GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Fresno County, California.

**18. COMPLIANCE WITH LAWS**

Participant shall comply will all federal and state laws, statutes, regulations, rules, and guidelines which apply to its performance under this Agreement, including California driving eligibility and financial liability laws.

**19. TIME IS OF THE ESSENCE**

It is understood that for Participant's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Participant will, to the reasonable satisfaction of District, complete all activities provided herein within the time schedule outlined in this Agreement, provided that Participant is not caused unreasonable delay in such performance. The District reserves the right to cancel the Agreement if the owner does not execute it in a timely manner.

**20. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between Participant and District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

**21. MODIFICATION**

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

**22. NO FINANCIAL THIRD-PARTY BENEFICIARIES**

Notwithstanding anything else stated to the contrary herein, it is understood that Participant's services and activities under this Agreement are being rendered only for the benefit of District, and no other person, firm, corporation, or entity shall be deemed an intended financial third-party beneficiary of this Agreement.

**23. SEVERABILITY**

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

**24. AUDIT**

The District reserves the right to audit and enforce the terms of this Agreement at any time during the agreement term plus **three (3) years**. Additionally, the District shall be permitted to inspect the project equipment during the entire Agreement term plus **three (3) years** and as long as it is still in use after the Agreement term.

**25. FORCE MAJEURE**

Neither District nor the Participant shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire, or other casualty, etc.

**26. NON-DISCRIMINATION**

During the performance of this Agreement, the Participant and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Participant and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.

**PARTICIPANT**

**Central Unified School District**



Kelly Porterfield  
Assistant Superintendent/Chief  
Business Officer

**DISTRICT**

**San Joaquin Valley Unified Air Pollution  
Control District**



Seyed Sadredin  
Executive Director/APCO

***Approved as to legal form:***

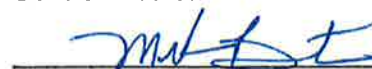
**San Joaquin Valley Unified Air Pollution  
Control District**



Annette Ballatore-Williamson  
District Counsel

***Approved as to accounting form:***

**San Joaquin Valley Unified Air Pollution  
Control District**



Mehri Barati, C.P.A.  
Director of Administrative Services

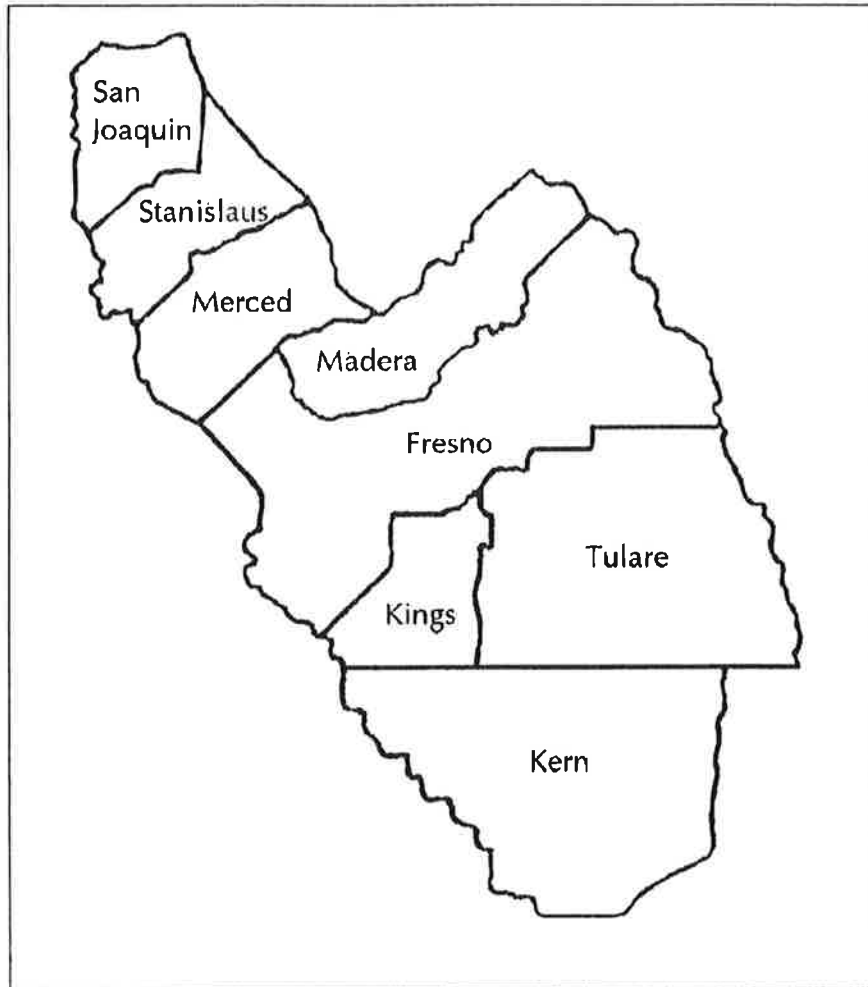
***For accounting use only:***

**San Joaquin Valley Unified Air Pollution  
Control District**

Program: # 282

Account No.: \_\_\_\_\_

**SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT  
GEOGRAPHIC LOCATION**



**EXHIBIT A**

## SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT SCHOOL BUS REPLACEMENT PROGRAM

Engine	Fuel	Fuel Usage	Primary Function	Geographic Area	Vehicle	Annual Mileage and %	Amounts
Unit Number: 4 Make: Cummins Model: L9 Year: 2017 HP: 300	DSL	2,288		Fresno (Central)	Make: Blue Bird Model: T3RE Year: 2018 GVWR: 37,600	7,129	Eligible \$89,664.39

**Vehicle Replaced:**

**Make:** Crown  
**Model Year:** 1988

**Model:** 2A-38-426  
**VIN:** 1C9HL12AXJC102283

**With Engine:**

**Engine Year:** 1987  
**Engine Make:** Detroit Diesel

**Engine Model:** 6-71  
**Serial Number:** 6A0457277

Number of engines to be purchased: 1

Eligible Amount Total: \$89,664.39

Additional Incentive: \$0.00

### EXHIBIT B

**Participants shall retain files for each funded bus replacement project containing:**

- Application
- Resolution from the school district governing board (or a duly authorized official with authority to make financial decisions) authorizing the submittal of the application and identifying the individual authorized to implement the school bus replacement project.
- Vendor quotes
- Executed Agreements
- Copy of the purchase order for the new replacement school bus(es)
- Copy of the ARB certification executive order for the engine of the new replacement school bus(es) in the purchase order
- Itemized Invoices
- Proof of payment
- Copy of the Inspection Approval Certificate (CHP 292) for the new replacement school bus(es)
- Copy of the registration for the new replacement school bus(es)
- To document the GVWR of the current school bus(es), a photograph of the current school bus' data tag must be taken and retained in the files. The photograph must be legible and preferably in electronic format.
- Copy of the registration for the new replacement school bus(es)
- Documentation of the disposal of the current school bus(es). This documentation must include:
  - A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG 42); and
  - A letter signed and dated by a representative of the entity that dismantled the current school bus(es). The letter must state that the vehicle and engine were dismantled in accordance with the definition of "dismantle" set forth in 2C. In addition, the letter must include the following information for each dismantled bus:
    - The Vehicle Identification Number, the method used to dismantle the non-engine portion of the current school bus, and the date the non-engine portion of the current school bus was dismantled; and
    - The engine serial number, the method used to dismantle the engine, and the date the engine was dismantled.

These files shall be retained for the Agreement term plus three years.

**EXHIBIT C**

REGULAR MEETING OF THE BOARD OF TRUSTEES  
January 24, 2017 7:00 PM  
CENTRAL HIGH SCHOOL-EAST CAMPUS  
WAYNE "HONDO" HODGE PERFORMING ARTS CENTER  
3535 NORTH CORNELIA AVENUE, FRESNO, CA 93722

Agenda Item:       **ADOPT RESOLUTION #16/17-28 AUTHORIZING THE USE OF A PIGGYBACK CONTRACT FOR PURCHASE OF NEW LOWER-EMISSION SCHOOL BUSES FROM A-Z BUS SALES, INC. (K. Porterfield)**

Speaker:           Kelly Porterfield

Rationale:         The Central Unified School district is requesting the use of a competitively-bid cooperative ("piggyback") purchase agreement between A-Z Bus Sales and the Waterford Unified School District of Stanislaus County.

Comments:         Administration is requesting the Assistant Superintendent, Chief Business Office authorize the use of the piggyback purchase agreement between the Waterford Unified School District and A-Z Bus Sales, Inc. for purchase of new lower-emission school buses.

Financial Impact:   By authorizing the use of the piggyback purchase agreement Central Unified School District will not have to submit bus purchases out to bid, thus saving the monies in both administrative costs and time.

Recommended Motion:   Administration is requesting the Board Adopt Resolution #16/17-28 Authorizing the Use of a Piggyback Contract for Purchase of New Lower-Emission School Buses from A-Z Bus Sales, Inc.

Attachments:

- 1) Resolution #16/17-28 Authorize Use of Piggyback Contract for Purchase of New Lower Emission School Buses from A-Z Bus Sales, Inc
- 2) Waterford Bid #01-17 School Buses

BEFORE THE GOVERNING BOARD  
OF THE  
CENTRAL UNIFIED SCHOOL DISTRICT  
FRESNO COUNTY, CALIFORNIA

IN THE MATTER OF  
RESOLUTION NO. 13/14-18

WHEREAS, The San Joaquin Valley Air Pollution Control District will be administering the Public Benefits Program; and

WHEREAS, Central Unified School District desires to obtain clean air vehicles and clean air fueling and maintenance infrastructure for clean air vehicles for this program;

WHEREAS, the Central Unified School District Board of Trustees authorizes the district to participate in this program that will significantly reduce emissions by replacing existing vehicles with clean air vehicles and providing support infrastructure in the school district's fleet;

NOW, THEREFORE BE IT RESOLVED, that the Superintendent and Assistant Superintendent, CBO are hereby authorized and empowered to execute in the name of Central Unified School District all the necessary documents to implement and carry out the purpose of this resolution.

PASSED AND ADOPTED at a Regular Meeting of the Central Unified School District held on the 14 day of January, 2014 by the following vote:

AYES:

7

NOES:

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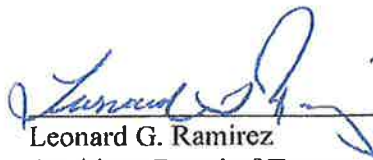
ABSENT:

0

ABSTAINING

0

APPROVED:

  
Leonard G. Ramirez  
President, Board of Trustees  
Central Unified School District