

**Rescue Union School District
2390 Bass Lake Road, Rescue, California 95672**

**BOARD OF TRUSTEES
REGULAR MEETING MINUTES**

Tuesday, May 21, 2019 - 6:30 p.m. Open Session (Closed Session at 5:30 p.m.)
Rescue District Office Board Room

DISTRICT MISSION

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive, and quality education in a safe environment in which all individuals are respected, valued, connected, and supported.

ITEM	ITEM DESCRIPTION
CALL TO ORDER:	Board president will call the meeting to order at 5:30 p.m.
ROLL CALL:	<ul style="list-style-type: none"> ✓ Kim White, President ✓ Stephanie Kent, Vice President ✓ Tagg Neal, Clerk <li style="padding-left: 20px;">Nancy Brownell, Member ✓ Suzanna George, Member ✓ Cheryl Olson, Superintendent and Board Secretary ✓ Sean Martin, Assistant Superintendent of Business Services ✓ Dave Scroggins, Assistant Superintendent of Curriculum and Instruction
PUBLIC COMMENT:	There were no comments concerning items on the Closed Session Agenda.
CLOSED SESSION: District Conference Room	The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
Conference with Legal Counsel -Anticipated Litigation	Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) [Number of Potential Cases: One]
Public Employee Performance Evaluation/Contract	Superintendent
OPEN SESSION:	Reconvene open session in the Board Room at 6:34 p.m.
Welcome	The Board president provided an introduction to Board meeting proceedings.
Flag Salute	Trustee Neal led the flag salute.
1. Adoption of Agenda (Consideration for Action)	Trustee Neal moved and Trustee George seconded to re-sequence the agenda moving Item #13 before Item # 7 making it the first topic under Business and Facilities. The motion passed 4-0.

STUDENT SUCCESS / RECOGNITION:	
Student Presentation on Coding	Teacher Lisa Guardino facilitated a presentation on coding, highlighting students from Jackie Carpenter's 4 th and 5 th grade class at Green Valley School.
STAFF RECOGNITION:	
2. Employee Retirement Recognition (Presentation) Superintendent	The Board and staff honored District retirees: Eric Baker Debra Biggs Victoria Brownstein Kim Combs Carolyn Freeman Sandra Galloway-Bell John Johnson Barbara Lane Leslie Manley Deborah Meyer Michelle Olson Karen Page Dave Phillips Kathy Polland Cindy Pope Kathy Rhodes Anne Weller Marion West Diane Wilson Susan Wolfe
REPORTS AND COMMUNICATION:	
Report from Closed Session	Board president reported no action taken in closed session.
3. Board Member Reports	This item is provided as an opportunity for trustees to give District related reports.
4. Department Updates: Technology	The Board will receive updates on current activities within the specified department. <u>Technology</u> Information Technology Manager, Larry Garcia, provided an end of the year overview for his Technology department. He reported that this year proved to be a very challenging. He gave a huge shout out to his team, Rene Buenrostro, Joel Vilanova, Rhonda Picard, and the newest team member Everett Becerra. The team started the year at a disadvantage with late access to the new classroom building at Marina Village, however school started with everything ready to go at all 7 schools. In September one of our Microcomputer Specialists accepted a position with El Dorado County Office of Education. EDCOE graciously allowed us to keep him on board for a month while we filled the position. Even so, the two current technicians, had to shoulder the load of supporting the

	<p>entire district until the vacancy could be filled. Gratefully, we were able to hire Everett Becerra who hit the ground running and was able to support 3 schools within a month of starting.</p> <p>The teachers and staff have been amazing, working with the technology department by submitting work order tickets instead of just asking for help. Their patience and understanding has been greatly appreciated! This has increased the number of support tickets since last year, however, Mr. Garcia shared that he is very proud of his team as the response time for completing tickets has decreased. The technology team has shown all year that they are not willing to sacrifice customer service and have pushed even harder than before to provide support, but it has taken a toll on the department. Mr. Garcia went on to report that in 2017-2018 total tickets 932 with 72% completed within one week and in 2018-2019 total tickets (so far) 1034 with 78% of tickets completed within one week.</p> <p>Summer is a very busy time for the technology department and they will be using that time to get big projects and upgrades completed while staff is out. Mr. Garcia stated that there will be approximately 50 teacher classroom moves, and 3427 chromebooks (in over 100 carts) to clean, relabel and repair as needed, in preparation for the next school year. In addition, Windows Server 2008 support is ending, and 10 servers will need to be upgraded to Windows 2016.</p>
PUBLIC COMMENTS:	There were no public comments.
PERSONNEL:	
<p>5. Resolution #19-05 Declaration of Need for Fully Qualified Educators (Supplement)</p> <p>(Consideration for Action) Director of Human Resources</p>	<p>Due to legislative changes in the process for hiring teachers with Emergency Teaching Permits and Credentials, a Declaration of Need for Fully Qualified Educators must be authorized at a public meeting by the Governing Board and submitted to the Commission on Teacher Credentialing. This Declaration shall remain in force until June 30, 2020. District administration recommends approval of this resolution for Declaration of Need for Fully Qualified Educators for 2019-2020.</p> <p>Trustee George moved and Trustee Kent seconded to approve Resolution #19-05 Declaration of Need for Fully Qualified Educators for 2019-2020. The motion passed 4-0.</p>
<p>6. Resolution #19-06 Reduction of Hours/Elimination of Positions Classified Personnel (Supplement)</p> <p>(Consideration for Action) Director of Human Resources</p>	<p>Due to lack of work or lack of funds, certain services now being provided by the District must be reduced for the 2019-2020 school year. District Administration recommends approval of Resolution #19-06.</p> <p>Trustee Kent moved and Trustee Neal seconded to approve Resolution #19-06 Reduction of Hours/Elimination of Positions Classified Personnel. The motion passed 4-0.</p>
BUSINESS AND FACILITIES ITEMS:	
<p>7. Facility Funding Program Review General Obligation Bond Feasibility Study Results (Supplement)</p> <p>(Information and Discussion Only)</p>	<p>The Board received a report regarding the survey completed by Isom Advisors on the feasibility of a General Obligation Bond.</p> <p><i>The Board voted to re-sequence the agenda and this item was moved forward, previously Item #13.</i></p>

Assistant Superintendent of Business Services	
8. Certificated Staff - RUFT Tentative Agreement, MOU and AB1200 Compliance - 2019-2021 (Supplement) (Consideration for Action) Assistant Superintendent of Business Services	The Board received a report and considered approval of the Tentative Agreement, MOU and School District Public Disclosure of the Negotiated Agreement – AB1200 Compliance for Certificated Staff. Trustee George moved and Trustee Kent seconded to approve the Tentative Agreement, MOU and AB1200 Compliance for Certificated Staff for 2019-2021. The motion passed 4-0.
9. Classified Staff - CSEA Tentative Agreement, MOU and AB1200 Compliance - 2019-2021 (Supplement) (Consideration for Action) Assistant Superintendent of Business Services	The Board will receive a report and consider approval of the Tentative Agreement, MOU and School District Public Disclosure of the Negotiated Agreement – AB1200 Compliance for Classified Staff. Trustee Neal moved and Trustee Kent seconded to approve the Tentative Agreement, MOU and AB1200 Compliance for Classified Staff for 2019-2020. The motion passed 4-0.
10. Management/Confidential Staff AB1200 Compliance – 2019-2021 (Supplement) (Consideration for Action) Assistant Superintendent of Business Services	The Board will receive a report and consider approval of the School District Public Disclosure of the Negotiated Agreement – AB1200 Compliance for Management/Confidential Staff. Trustee George moved and Trustee Kent seconded to approve the AB1200 Compliance for Management/Confidential Staff for 2019-2020. The motion passed 4-0.
11. Salary Schedules (Supplement) (Consideration for Action) Assistant Superintendent of Business Services	The Board will consider approval of the revised salary schedules for Certificated, Classified, Administration and Confidential Employees. Trustee George moved and Trustee Neal seconded to approve the revised salary schedules as presented. The motion passed 4-0.
12. School Attendance Area Boundary Adjustment (Supplement) (Discussion and Possible Consideration for Action) Assistant Superintendent of Business Services	The Board will consider approval of the revised school attendance area boundary map with the adjustment to Green Valley Elementary and Pleasant Grove Middle Schools. The District staff and Board has reviewed demographic projections for enrollment and have recognized an imbalance between some of our elementary and middle school sites. The Board has requested to look at boundaries that currently would have minimal impact on student movement, but would help with future enrollment imbalance in the district. Staff has reviewed some parcels that currently have plans for future development and/or currently have minimal student counts from Rescue USD residing on said parcels for the intent to change boundaries to help with future enrollment imbalances. The District will not be adjusting the boundaries related to those properties paying Mello Roos taxes for the purpose of this boundary change. The parcels impacted by this boundary change currently are assigned to Lakeview Elementary and Marina Village Middle Schools, are not in the

	<p>Mello Roos collection area, and only have two students attending the Rescue Union School District.</p> <p>In addition, the current students residing in the parcels included in this boundary adjustment shall be allowed to continue in their current and future schools for the remainder of their time in Rescue USD.</p> <p>In utilizing the criteria in BP 5116 – School Attendance Boundaries, it has been noted that Green Valley Elementary and Pleasant Grove Middle School are the nearest in proximity to these parcels, have experienced declines in enrollment, are less impacted by enrollment than other schools, and would provide a continuity of K-8 educational programs for students within the boundary area.</p> <p>Trustee Neal moved and Trustee Kent seconded to approve the school attendance area boundary map adjustment to Green Valley Elementary and Pleasant Grove Middle Schools. The motion passed 4-0.</p>
<p>13. El Dorado Schools Financing Authority Community Facilities District No. 1 - MOU</p> <p>(Supplement)</p> <p>(Discussion Only)</p> <p>Assistant Superintendent of Business Services</p>	<p>The Board reviewed the Draft Memorandum of Understanding between the El Dorado Schools Financing Authority and its member school districts, Buckeye Union School District, Rescue Union School District and the El Dorado Union High School District and the Serrano El Dorado Owner’s Association regarding establishment of an end date regarding Community Facilities District No 1 authorized and administered by El Dorado Schools Financing Authority.</p>
<p>CONSENT AGENDA:</p> <p>(Consideration for Action)</p>	<p>All matters listed under Consent Agenda are considered to be routine or sufficiently supported by prior or accompanying reference materials and information as to not require additional discussion. A motion as referenced below will enact all items.</p> <p>Item #14 and Item #15 pulled for separate vote.</p> <p>Trustee Kent moved and Trustee George seconded to approve the Minutes of the April 9, 2019 Regular Board meeting and the April 23, 2019 Board Study Session. The motion passed 3-0 with 1 abstention.</p> <p>Ayes: Trustee George, Kent and White Abstentions: Trustee Neal</p> <p>Trustee George moved and Trustee Kent seconded to approve the balance of the Consent Agenda as presented. The motion passed 4-0.</p>
<p>14. Board Meeting Minutes</p> <p>(Supplement)</p>	<p>Minutes of April 9, 2019 Regular Board Meeting. <i>(see above referenced motion)</i></p>
<p>15. Board Meeting Minutes</p> <p>(Supplement)</p>	<p>Minutes of April 23, 2019 Study Session. <i>(see above referenced motion)</i></p>
<p>16. District Expenditure Warrants</p> <p>(Supplement)</p>	<p>Warrants must regularly be presented to the Board of Trustees for ratification. Detailed warrant order listings are available at the District Office. The supplement reflects expenditures from 4/3/19 through 4/29/19.</p>

17. District Purchase Orders	Purchase orders must regularly be presented to the Board of Trustees for ratification. The supplement reflects expenditures from 4/2/19 through 5/6/19.
18. Personnel (Supplement)	Rescue Union School District's long-range goal is to recruit a diverse, high quality staff whose goals and philosophies are student focused. Periodically, changes in staffing occur due to need for additional positions, resignations, or requests for leaves of absence. All positions listed are within current budget allocations.
A. Certificated Personnel Resignation:	Lisa Guardino, Teacher, (1.0 FTE), Marina Village, effective 6/30/19
B. Classified Personnel Employment: Leave of Absence (LOA): Resignation:	<p>Sukhjit (Susan) Dhillon, Student Services Secretary, (1.0 FTE), Lakeview, effective 6/3/19</p> <p>Nicolas French, Custodian, (1.0 FTE), Lakeview, effective 5/9/19</p> <p>Scotty Harmon, Lead Custodian, (1.0 FTE), Marina Village, effective 5/2/19</p> <p>Victoria Perkins, IA Kindergarten/Yard Supervisor, (.25/.13 FTE), Jackson, effective 8/13/19</p> <p>Gelacio Rivera Zaragoza, Custodian, (.50 FTE), Green Valley, effective 4/29/19</p> <p>Kenneth Salabert, Custodian, (.38/.38 FTE), Lakeview/Jackson, effective 5/1/19</p> <p>Jason Skinner, Custodian, (1.0 FTE), Marina Village, effective 5/2/19</p> <p>Susanna Belli, School Secretary, (LOA 20 days), Lake Forest, effective 7/1/19</p> <p>Joan Pulling, School Secretary, (LOA 12 days), Rescue, effective 7/1/19</p> <p>Heidemarie Shepherd, (LOA 100%), IA Paraeducator-K, Green Valley, effective 7/1/19</p> <p>Kathleen Backlund, IA Paraeducator – TK/Yard Supervisor, (.13/.37 FTE), Lake Forest, effective 6/30/19</p> <p>Heather Dessert, IA Paraeducator, (.19 FTE), Rescue, effective 6/30/19</p> <p>Sukhjit (Susan) Dhillon, District Office Clerk, (.50 FTE), District Office, effective 6/30/19</p> <p>Kaitlyn Fly, IA Paraeducator – IA Paraeducator-Kindergarten, (.25/.13 FTE), Rescue, effective 6/30/19</p> <p>Heather Jackowitz, IA Paraeducator, (.19 FTE), Rescue, effective 4/30/19</p> <p>Dawn Martin, IA Special Day Class, (.75 FTE), Pleasant Grove, effective 4/26/19</p> <p>Silvia Martins, IA Paraeducator – Bilingual, (.75 FTE), Rescue, effective 6/30/19</p> <p>Melanie McGinnis, IA Kindergarten/Yard Supervisor Kindergarten, (.25/.13 FTE), Jackson, effective 6/30/19</p> <p>Victoria Perkins, IA Kindergarten/IA Paraeducator, (.25/.22 FTE), Lakeview, effective 6/30/19</p>

<p>Retirement:</p>	<p>Victoria Perkins, Yard Supervisor, (.13 FTE), Jackson, effective 5/27/19 Jennifer Reed, Support Services Secretary, (1.0 FTE), District Office, Student Support Services, effective 3/1/19 Christopher Waterman, Custodian, (1.0 FTE), Lakeview, effective 4/30/19 Kim Combs, Student Service Secretary, (1.0 FTE), Lakeview, effective 6/30/19 John Johnson, Lead Custodian, (1.0 FTE), Marina Village, effective 5/1/19 Cindy Pope, Payroll Technician, (1.0 FTE), District Office, effective 6/30/19 Kathy Rhodes, Student Services Secretary, (1.0 FTE), Marina Village, effective 6/30/19 Diane Wilson, IA Paraeducator, (.51 FTE), Green Valley, effective 6/30/19</p>
<p>C. Administrative Personnel Employment:</p>	<p>Vera Morris, Principal, (1.0 FTE), Pleasant Grove, effective 7/1/19</p>
<p>19. Contract: Assistant Superintendent of Curriculum and Instruction (Supplement)</p>	<p>The Board will consider the extension of the employment contract for Assistant Superintendent of Curriculum and Instruction to June 30, 2022.</p>
<p>20. Contract: Assistant Superintendent of Business Services (Supplement)</p>	<p>The Board will consider the extension of the employment contract for Assistant Superintendent of Business Services to June 30, 2022.</p>
<p>21. Attendance Report – P2 (Supplement)</p>	<p>Local Control funding is based on the average daily attendance (ADA). The state requires districts to submit an attendance report that discloses the district’s average daily attendance for all full school months through April 15, 2019. This P-2 report showed a total ADA of \$3,520.77.</p>
<p>22. Resolution #19-07 GASB 54 Policy Change (Supplement)</p>	<p>The Governmental Accounting Standards Board (GASB) issued Standard 54, changing the requirements for how the fund balances are displayed. The Board adopted a policy implementing this standard in June 2011 requiring an annual review. The Board will consider approval of Resolution #19-07 revising fund balance policies.</p>
<p>23. Resolution #19-08 Budget Revisions and Transfers (Supplement)</p>	<p>The Board will consider Resolution #19-08 Budget Revisions and Transfers in accordance with the provisions of Section 42601 of the Education Code, authorizing budget transfers and revisions to the current year budget as necessary to permit payments of the obligations incurred during the 2018-2019 school year.</p>

24. Out-of-State Travel School Bus Expo (Supplement)	The Board will consider the out-of-state travel for Transportation Driver Trainer to attend the International STN EXPO Conference being held in Reno, Nevada.
25. Agreement for Legal Services (Supplement)	The District desires to retain and engage the law firm of Fagen Friedman & Fulfroost LLP to perform legal consulting services on the District's behalf.
26. Job Descriptions: Classified Employees (Supplement)	The Board will consider approval of the following updated job descriptions: Assistant Mechanic Lead Maintenance Technician Office Clerk Support Service Secretary
27. Job Descriptions Confidential Employees (Supplement)	The Board will consider approval of the following updated job descriptions: Administrative Assistant Personnel Technician
28. LCAP Federal Addendum (Supplement)	The Board will consider approval of the LCAP Federal Addendum to meet the reporting requirements for all federal funds received.
29. Contract: Landscaping for the Marina Village Two-Story Project (Supplement)	The Board will consider approval of the contract with Saenz Landscape Construction Company for the Marina Village two-story building landscape project.
30. Contract: Upgrade/Replacement Marina Village Fire Alarm System (Supplement)	The Board will consider approval of the contract with Alessandro Electric for the Marina Village fire alarm system
31. Investment Portfolio Report Quarter ended March 31, 2019 (Supplement)	The Board will receive a written Investment Portfolio Report from the El Dorado County Treasurer / Tax Collector for the quarter ending March 31, 2019.
CLOSED SESSION:	The Board may reconvene to closed session as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
OPEN SESSION:	Reconvene open session.
REPORT FROM CLOSED SESSION:	The Board president will report any action taken in closed session.
ADJOURNMENT:	Trustee Kent moved to adjourn the meeting at 9:06 p.m.

Rescue Union School District
2390 Bass Lake Road, Rescue, California 95672

BOARD OF TRUSTEES
STUDY SESSION MINUTES

Tuesday, May 28, 2019 – 5:30 p.m. (Closed Session at 5:00 p.m.)
Rescue District Office Board Room

DISTRICT MISSION

Rescue Union School District, in partnership with families and the community, is dedicated to the success of every student by providing a challenging, comprehensive, and quality education in a safe environment in which all individuals are respected, valued, connected, and supported.

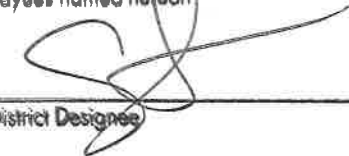
ITEM	ITEM DESCRIPTION
CALL TO ORDER:	Board President called the meeting to order at 5:04 p.m.
ROLL CALL:	<ul style="list-style-type: none"> ✓Kim White, President ✓Stephanie Kent, Vice President ✓Tagg Neal, Clerk ✓Nancy Brownell, Member <li style="padding-left: 20px;">Suzanna George, Member ✓Cheryl Olson, Superintendent and Secretary to the Board ✓Sean Martin, Assistant Superintendent of Business Services ✓Dave Scroggins, Assistant Superintendent of Curriculum and Instruction
PUBLIC COMMENTS	There were no public comments concerning items on the Closed Session Agenda.
CLOSED SESSION: District Conference Room	The Board adjourned to closed session to discuss matters of personnel, security, negotiations, student discipline, litigation, or other matters as authorized by Government Code Sections 3549.1, 54956.9, 54956.8, 54957, and 54957.6 and Education Code Sections 35146 and 48918.
Public Employee Contract	Superintendent
OPEN SESSION:	Convened open session in the Board Room at 5:49 p.m.
Welcome	Board president provided an introduction to the Board Study Session format.
1. Adoption of Agenda (Consideration for Action)	Trustee Kent moved to re-sequence the agenda and skip Item #2 and begin with Item #3. Trustee Brownell seconded the motion. The motion carried 4-0.
Report from Closed Session	The Board president reported no action taken in closed session.
PUBLIC COMMENTS:	There were no public comments.
STAFF RECOGNITION:	
3. Employee Retirement Recognition Presentation Superintendent	The Board and staff honored District retiree John Johnson.

GENERAL:	
2. Local Control Accountability Plan (LCAP) Review (Supplement) (Information Only) Superintendent	The Board reviewed and discussed the draft Goals, Actions and Expected Measurable Outcomes for the 2019-2020 Local Control Accountability Plan.
4. FAIR Education Act and California's Healthy Youth Act (Supplement) (Discussion Only) Assistant Superintendent of Curriculum and Instruction	The Board received information regarding the FAIR Education Act and the California Healthy Youth Act.
5. Letter to Serrano Homeowners Association Board (Supplement) (Discussion Only) Superintendent	The Board reviewed and discussed a letter to the Serrano Homeowners Association Board.
BUSINESS AND FACILITIES:	
6. County Transportation Services (Supplement) (Discussion Only) Assistant Superintendent of Business Services	The Board received information regarding county transportation services.
7. Resolutions for Conversion to CalPERS for Medical Coverage and Vesting for all Represented and Unrepresented Groups (Supplement) (Consideration for Action) Assistant Superintendent of Business Services	The Board will consider approval of Resolutions #19-09 through #19-20 for each group as part of the conversion to CalPERS for medical coverage. Trustee Brownell moved and Trustee Neal seconded to approve Resolution #19-09 through #19-20 for each employee group as part of the conversion to CalPERS for medical coverage. The motion passed 4-0.
8. District Facilities (Supplement) (Discussion and Possible Consideration for Action) Superintendent	The Board reviewed and consider approval of the Board Guiding Principles for Educational Directed Facilities. Trustee Neal moved and Trustee Brownell seconded to approve the bulleted list of the Board Guiding Principles for Education Directed Facilities. The motion passed 4-0.
ADJOURNMENT:	Trustee Kent moved to adjourn the meeting at 8:18 p.m.

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESC Y OBJT GOAL	ABA num FUNC LC1	Account num LOC2 L3 SCH T9MPS	Liq Amt	Net Amount	
102582 (CONTINUED)									
PV-190955	04/25/2019	383563632 MAY FREIGHT		01-1100-0-5633-1110-1000-028-0000-98-000	NN		4.99		
PV-190955	04/25/2019	383563632 MAY FREIGHT		01-8150-0-5633-0000-8110-085-0000-00-000	NN		5.00		
TOTAL PAYMENT AMOUNT							4,591.31 *	4,591.31	
100001/00 VERIZON WIRELESS									
195172 PO-190106	04/18/2019	9828435155		1 01-0000-0-5901-0000-7600-081-0000-00-000	NN P		837.56	837.56	
TOTAL PAYMENT AMOUNT							837.56 *	837.56	
105652/00 WINDFALL CLASSIFIEDS INC									
PV-190951	04/02/2019	2350 BUS DRIVER AD		01-0000-0-5813-0000-7400-504-0000-00-000	NN Y		150.00	150.00	
TOTAL PAYMENT AMOUNT							150.00 *	150.00	
005634/00 YOUNGDAHL CONSULTING GROUP INC									
185574 PO-180546	04/30/2019	CLOSE PO		1 35-0000-0-6240-0000-8500-024-1032-00-000	N7 C	33,243.00	0.00	0.00	
186047 PO-181012	04/30/2019	CLOSE PO		1 35-0000-0-6240-0000-8500-024-1032-00-000	N7 C	166.88	0.00	0.00	
TOTAL PAYMENT AMOUNT							0.00 *	0.00	
TOTAL BATCH PAYMENT					88,579.66 ***	0.00	88,579.66		
TOTAL DISTRICT PAYMENT					88,579.66 ****	0.00	88,579.66		
TOTAL FOR ALL DISTRICTS:					88,579.66 ****	0.00	88,579.66		

Number of checks to be printed: 52, not counting voids due to stub overflows.
Number of zero dollar checks: 23, will be printed.

Pursuant to Rescue Union School District Policy, the El
Dorado County Superintendent of Schools is hereby
authorized and directed to issue individual warrants to the
payees named hereon


District Designee

5/8/19
Date

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESC Y OBJT GOAL	ABA num FUNC LC1 LOC2 L3 SCH T9MPS	Account num	Liq Amt	Net Amount
105011/00	TEACHER SYNERGY LLC							
195987 PO-190966	05/14/2019	CLOSE PER L.T.	05/14/19	1	01-9426-0-5806-1110-1000-026-9000-96-000	NY C	86.29	0.00
196110 PO-191089	05/06/2019	90009705		1	01-9426-0-5806-1110-1000-026-9000-96-000	NY F	58.99	56.00
					TOTAL PAYMENT AMOUNT		56.00 *	56.00
101333/00	TOP CLASS MAGIC							
PV-190969	05/01/2019	KINDER MAGICIAN JACKSON ELEMEN			01-9421-0-5806-1110-1000-021-9000-91-000	NY		250.00
					TOTAL PAYMENT AMOUNT		250.00 *	250.00
100780/00	TRUE VALUE HARDWARE							
195109 PO-190167	05/02/2019	914936		1	01-8150-0-4300-0000-8110-085-0000-00-000	NN P	153.90	153.90
					TOTAL PAYMENT AMOUNT		153.90 *	153.90
102998/00	WELLS FARGO FINANCIAL LEASING							
195169 PO-190103	04/28/2019	5006227316 MAY		1	01-0000-0-5690-1110-1000-081-0000-00-000	NN P	230.40	235.96
					TOTAL PAYMENT AMOUNT		235.96 *	235.96
022495/00	WILLIAMSON, MICHELE							
PV-190970	04/25/2019	CASCADA - RETIREMENT PARTY			01-9421-0-4300-1110-1000-021-9000-91-000	NN		236.75
PV-190970	04/25/2019	WAYFAIR - SIGNS FOR STAFF RM			01-9421-0-4300-1110-1000-021-9000-91-000	NN		57.36
					TOTAL PAYMENT AMOUNT		294.11 *	294.11
001293/00	ZEP SALES & SERVICE							
195051 PO-190074	04/05/2019	9004160230		1	01-0842-0-4360-0000-3600-083-0000-00-000	NN P	34.66	34.66
					TOTAL PAYMENT AMOUNT		34.66 *	34.66
					TOTAL BATCH PAYMENT		183,797.04 ***	0.00
					TOTAL USE TAX AMOUNT		481.36	183,797.04
					TOTAL DISTRICT PAYMENT		183,797.04 ****	0.00
					TOTAL USE TAX AMOUNT		481.36	183,797.04
					TOTAL FOR ALL DISTRICTS:		183,797.04 ****	0.00
					TOTAL USE TAX AMOUNT		481.36	183,797.04

Number of checks to be printed: 70, not counting voids due to stub overflows.
Number of zero dollar checks: 12, will be printed.

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named hereon.

District Designee

Date

5/16/19

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESC Y OBJT GOAL	ABA num FUNC LC1 LOC2 L3 SCH T9MPS	Account num	Liq Amt	Net Amount	
105011/00	TEACHER SYNERGY LLC								
195343	PO-190353	01/07/2019 80475225		1 01-1100-0-4300-1110-1000-027-0000-97-000	NY P		67.59	67.59	
195343	PO-190353	01/22/2019 81667867		1 01-1100-0-4300-1110-1000-027-0000-97-000	NY P		16.10	16.10	
196101	PO-191077	05/02/2019 89738737		1 01-9426-0-5806-1110-1000-026-9000-96-000	NY F		32.38	29.39	
196116	PO-191094	05/08/2019 90240205		1 01-9426-0-5806-1110-1000-026-9000-96-000	NY F		86.29	83.30	
TOTAL PAYMENT AMOUNT							196.38 *		196.38
104136/00	TOMASELLO, LISA								
	PV-190997	05/17/2019 MTN MIKES - TRACK MEET PIZZA		01-9426-0-4300-1110-1000-026-9068-96-000	NN			225.86	
TOTAL PAYMENT AMOUNT							225.86 *		225.86
100780/00	TRUE VALUE HARDWARE								
196067	PO-191047	05/01/2019 914878		1 01-0806-0-6410-0000-8100-000-8000-00-000	NN F		9,451.76	9,797.18	
196091	PO-191072	05/14/2019 INCREASE PER P.J. 05/14/19		1 01-0806-0-6410-0000-8100-000-8000-00-000	NN O		-3,825.51	0.00	
196091	PO-191072	05/14/2019 INCREASE PER P.J. 05/14/19		1 01-0806-0-6410-0000-8100-000-8000-00-000	NN C		3,283.82	0.00	
196091	PO-191072	05/06/2019 917286		1 01-0806-0-6410-0000-8100-000-8000-00-000	NN F		3,825.51	3,825.51	
196093	PO-191073	05/06/2019 917289		1 01-0842-0-4360-0000-3600-083-0000-00-000	NN P		1,217.79	1,217.79	
TOTAL PAYMENT AMOUNT							14,840.48 *		14,840.48
105389/00	WEVIDEO INC.								
195577	PO-190561	05/15/2019 7437		1 01-9427-0-5806-1110-1000-027-9000-97-000	NN F		149.00	149.00	
195578	PO-190563	05/15/2019 7437		1 01-9427-0-5806-1110-1000-027-9000-97-000	NN F		171.00	171.00	
TOTAL PAYMENT AMOUNT							320.00 *		320.00
022495/00	WILLIAMSON, MICHELE								
	PV-190994	05/16/2019 COSTCO - STAFF LUNCHEON		01-9421-0-4300-1110-1000-021-9000-91-000	NN			76.29	
TOTAL PAYMENT AMOUNT							76.29 *		76.29

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named hereon

 _____
District Designer

5/21/19 _____
Date

TOTAL BATCH PAYMENT	140,838.54 ***	0.00	140,838.54
TOTAL USE TAX AMOUNT	33.51		
TOTAL DISTRICT PAYMENT	140,838.54 ****	0.00	140,838.54
TOTAL USE TAX AMOUNT	33.51		
TOTAL FOR ALL DISTRICTS:	140,838.54 ****	0.00	140,838.54
TOTAL USE TAX AMOUNT	33.51		

Number of checks to be printed: 64, not counting voids due to stub overflows.
Number of zero dollar checks: 3, will be printed.

Vendor/Addr Req Reference	Remit name Date	Description	Tax ID num	Deposit type FD RESC Y OBJT GOAL	ABA num FUNC LC1 LOC2 L3 SCH T9MPS	Account num	Liq Amt	Net Amount	
105459/00	THE FAUCET SHOPPE								
186029 PO-180991	05/24/2019	CLOSE - NOT PURCHASED	2	01-0806-0-4300-0000-8100-000-0000-00-000	NN C		1,126.77	0.00	
		TOTAL PAYMENT AMOUNT				0.00 *		0.00	
101652/00	THOMPSON, KECIA								
PV-191030	05/20/2019	SAFEWAY - CHOIR CELEBRATION	01	9420-0-4300-1110-1000-020-9000-90-000	NN			102.19	
		TOTAL PAYMENT AMOUNT				102.19 *		102.19	
104986/00	TPX COMMUNICATIONS								
195173 PO-190107	05/09/2019	116620757-0 MAY	1	01-0000-0-5901-0000-7600-081-0000-00-000	NN P		0.00	3,782.18	
195173 PO-190107	05/09/2019	116620757-0 MAY ADJ	1	01-0000-0-5901-0000-7600-081-0000-00-000	NN M		0.00	-1,113.51	
		TOTAL PAYMENT AMOUNT				2,668.67 *		2,668.67	
105545/00	TRAFFIC SAFETY CORPORATION								
195618 PO-190603	05/23/2019	PD IN FULL 12/27/18	1	01-9427-0-4300-1110-1000-027-9000-97-000	NN C		1.09	0.00	
		TOTAL PAYMENT AMOUNT				0.00 *		0.00	
022495/00	WILLIAMSON, MICHELE								
PV-191024	05/10/2019	OFFICEMAX-ART SHOW SUPPLIES	01	9421-0-4300-1110-1000-021-9000-91-000	NN			118.68	
PV-191024	05/10/2019	MILEAGE REIMB - GILCÆDCOE	01	4035-0-5200-1110-1000-135-0000-91-000	NN			17.40	
PV-191024	05/10/2019	CASCADA - RETIREMENT PARTY	01	9421-0-4300-1110-1000-021-9000-91-000	NN			77.51	
PV-191024	05/10/2019	TRDR JOES - FLWRS FOR RETIREES	01	9421-0-4300-1110-1000-021-9000-91-000	NN			38.83	
		TOTAL PAYMENT AMOUNT				252.42 *		252.42	
TOTAL BATCH PAYMENT							59,026.96 ***	0.00	59,026.96
TOTAL USE TAX AMOUNT							1,647.59		
TOTAL DISTRICT PAYMENT							59,026.96 ****	0.00	59,026.96
TOTAL USE TAX AMOUNT							1,647.59		
TOTAL FOR ALL DISTRICTS:							59,026.96 ****	0.00	59,026.96
TOTAL USE TAX AMOUNT							1,647.59		

Number of checks to be printed: 45, not counting voids due to stub overflows.
Number of zero dollar checks: 8, will be printed.

Pursuant to Rescue Union School District Policy, the El Dorado County Superintendent of Schools is hereby authorized and directed to issue individual warrants to the payees named herein


District Designee
6/3/19
Date

01 GENERAL FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
191110	AMAZON CAPITAL SERVICES INC	Rally Supplies	73.71	Pleasant Grove Middle School
191114	AMAZON CAPITAL SERVICES INC	8th grade EOY party	236.12	Pleasant Grove Middle School
191117	AMAZON CAPITAL SERVICES INC	Counseling materials	274.15	Pleasant Grove Middle School
191123	AMAZON CAPITAL SERVICES INC	10-pk Adapters	225.19	DISTRICTWIDE SERVICES
191124	ARNOLD'S FOR AWARDS	8th grade science awards	101.83	Pleasant Grove Middle School
191101	BANK OF AMERICA		100.00	Maintenance
191108	BANK OF AMERICA	Inflatable Adventures Deposit	3,064.23	Marina Village School
191098	CROWN AWARDS	Students Awards	356.54	Marina Village School
191102	CUSTOMINK	5th grade t-shirts	1,102.99	Lakeview
191111	GEARY PACIFIC SUPPLY #22		9,811.13	Maintenance
191099	GOLDEN GATE ASSESSMENT	Independent Educational Eval	3,753.75	DISTRICTWIDE SERVICES
191104	GOLFLAND/SUNSPASH		6,697.75	Pleasant Grove Middle School
191115	HILLYARD/SACRAMENTO	CUSTODIAL EQUIPMENT	13,176.83	Operations
191118	JOHN MCNAMEE COMPANY	Track and Field Shirts	280.62	Marina Village School
191100	JUVO AUTISM & BEHAVIORAL	Functional Behavior Assessment	1,608.75	DISTRICTWIDE SERVICES
191112	KYA SERVICES LLC		13,173.98	Maintenance
191119	MAR-CAL	8th grade certificates	395.66	Marina Village School
191107	MOTHER LODE VAN & STOREGE		825.83	Maintenance
191095	QUILL CORPORATION	Sams Club Paper Order	332.37	Jackson School
191096	RAY MORGAN COMPANY	Ray Morgan - Staple Cart.	214.50	Marina Village School
191105	RISO PRODUCTS OF SACRAMENTO	contract	250.00	Rescue School
191103	SACRAMENTO BALLOON CO	Balloons for Promotion	313.60	Lakeview
191113	SCHOLASTIC BOOK FAIRS	Spring Book Fair	2,270.67	Rescue School
191116	SCHOLASTIC BOOK FAIRS	Book Fair	1,753.91	Green Valley School
191121	SIERRA PACIFIC FENCE CO.		3,200.00	Maintenance
191109	SITEONE LANDSCAPE SUPPLY LLC		8,306.94	Operations
191094	TEACHER SYNERGY LLC	Classroom Materials	86.29	Pleasant Grove Middle School
TOTAL FUND			71,987.34	

25 CAPITAL FACILITIES FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
191120	TMP SERVICES INC	PORTABLE ALUMINUM RAMPS	41,108.84	DISTRICTWIDE SERVICES
		TOTAL FUND	41,108.84	

35 SCHOOL FACILITIES FUND

P.O.#	VENDOR NAME	DESCRIPTION	AMOUNT	SITE NAMES
191088	L & H AIRCO SERVICE	MARINA VILLAGE UNDERGRND WIRE	8,594.00	DISTRICTWIDE SERVICES
191063	SIERRA BUILDING SYSTEMS	MV SCHOOL FA REPLACEMENT	107,513.00	DISTRICTWIDE SERVICES
191122	SIERRA BUILDING SYSTEMS	MV FIRE ALARM CO 2	3,013.00	DISTRICTWIDE SERVICES
191106	SITEONE LANDSCAPE SUPPLY LLC		2,913.20	Operations
		TOTAL FUND	122,033.20	
		TOTAL DISTRICT	235,129.38	

FUND		AMOUNT
01	GENERAL FUND	71,987.34
25	CAPITAL FACILITIES FUND	41,108.84
35	SCHOOL FACILITIES FUND	122,033.20
	TOTAL DISTRICT	235,129.38

ITEM #: 12
DATE: June 11, 2019

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Classified Personnel

BACKGROUND:

Periodically changes in classified staffing occur due to hiring, resignations or requests for leaves of absence. The Board must formally approve these requests.

STATUS:

The following classified personnel changes are listed on the agenda:

Name	Personnel Action	POS. FTE	Position	School/Dept.	Effective Date
Araujo, Janice	Employment	1.0	Lead Custodian	Marina Village	7/01/19
De Roco, Jo Ann	Employment	.75	IA Bilingual	Pleasant Grove	8/13/19
Haliday, Sarah	Employment	1.0	Student Services Secretary	Marina Village	5/26/19
Howard, Kelly	Employment	1.0	Payroll Technician	Business Services	6/01/19
Book, Lynn	Resignation	.63	Bus Driver	Transportation	6/30/19
Howard, Kelly	Resignation	1.0	Account Technician	Business Services	5/31/19
Murray, Lindy	Resignation	.32	Yard Supervisor	Green Valley	6/30/19

FISCAL IMPACT:

Fiscal impact will be reflected in the 2018-19 and 2019-20 budget years.

BOARD GOAL:

Board Focus Goal IV – STAFF NEEDS:

Attract and retain diverse, knowledgeable, dedicated employees who are skilled and supported in their commitment to providing quality education for our students.

RECOMMENDATION:

The Superintendent recommends the Board approve the above personnel actions.

MEMORANDUM OF UNDERSTANDING BETWEEN
EL DORADO COUNTY OFFICE OF EDUCATION
AND

Rescue Union School District

This Memorandum of Understanding (MOU) is entered into on July 1, 2019 and ending June 30, 2020 by and between Rescue Union School District, and the El Dorado County Office of Education and sets forth each agency's role and responsibilities relative to the delivery of library services to schools within this district.

WHEREAS, Rescue Union School District has identified the El Dorado County Office of Education as the entity that will provide general oversight of school library services;

WHEREAS, the authorization statement in Title 5 §80053(b) provides a comprehensive statement of duties of a librarian;

WHEREAS, Rescue Union School District provides a staff person assigned to carry out the day to day operations of their school library;

NOW, THEREFORE, it is mutually agreed that the El Dorado County Office of Education will provide assistance and direction to school library staff who

1. instruct pupils in the choice and use of library materials;
2. plan and coordinate library programs with the instructional programs of the school district;
3. select materials for school libraries including books, reference materials and electronic information resources;
4. coordinate or supervise library programs at the county level;
5. plan and conduct a course of instruction for those pupils who assist in the operation of the libraries;

The parties have caused this Agreement to be executed by their duly authorized officers in the County of El Dorado, State of California.

El Dorado County Office of Education

Rescue Union School District

Robbie Montalbano, Deputy Superintendent
Administrative Services

Cheryl Olson

Cheryl Olson, Superintendent

Date

5/31/19

Date

Rescue Union School District

AGENDA ITEM: Site Facilities – Eagle Scout Project at Pleasant Grove

BACKGROUND:

A former student, Nathan Fishman, is completing his Eagle Scout badge and would like to install a shot put throwing sector at the Pleasant Grove field. The project would be completed over the summer by Mr. Fishman with the help of Chad Randall contractor license #641421 (A & C-21) for the tractor work.

STATUS/DISCUSSION:

Currently there is a concrete shot put ring, but no defined throwing sector. The area identified for the throwing sector will be dug out and a border with decomposed granite will be installed. This project has been reviewed and approved by Mr. McGinnis, Mr. Hardt, and the M&O/facilities team.

FISCAL IMPACT:

The cost is anticipated to be approximately \$2,000 and will be funded by Mr. Fishman's fundraising as part of his Eagle Scout project requirements.

BOARD GOAL(S):

Board Focus Goal I - STUDENT NEEDS

- A. Student Safety and Well Being: Enhance and encourage social, emotional, ethical and civic learning by providing a safe, supportive and diverse environment.
- B. Curriculum and Instruction: Provide a meaningful, innovative learning environment using Common Core, and other student content standards and research-based, progressive, effective instructional methodology, instructional materials, staff development and technology that will ensure student success in career and college.

Board Focus Goal V – FACILITY/HOUSING:

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

RECOMMENDATION:

The Board should take action to approve Mr. Fishman's Eagle Scout project for the installation of a shot put throwing sector at the Pleasant Grove field.



Eagle Scout Service Project Proposal



BOY SCOUTS OF AMERICA®

Eagle Scout candidate's full legal name Nathan Fishman

Eagle Scout Service Project Name Shot Put sector Improvement

Eagle Scout Requirement 5

While a Life Scout, plan, develop, and give leadership to others in a service project helpful to any religious institution, any school, or your community. (The project must benefit an organization other than the Boy Scouts of America.) The project proposal must be approved by the organization benefiting from the effort, your unit leader and unit committee, and the council or district before you start. You must use the *Eagle Scout Service Project Workbook*, No. 512-927, in meeting this requirement.

Instructions for Preparing Your Proposal

Meeting the Five Tests of an Acceptable Eagle Scout Service Project

Your proposal must be prepared first. It is an overview, but also the beginnings of planning. It must show your unit leader, unit committee, and council or district that your project can meet the following tests.

1. **It provides sufficient opportunity to meet the Eagle Scout service project requirement.** You must show that planning, development, and leadership will take place; and how the three factors will benefit a religious institution, a school, or your community.
2. **It appears to be feasible.** You must show the project is realistic for you to carry out.
3. **Safety issues will be addressed.** You must show you have an understanding of what must be done to guard against injury, and what will be done if someone gets hurt.
4. **Action steps for further detailed planning are included.** You must make a list of the key steps you will take to make sure your plan will have enough details so it can be carried out successfully.
5. **You are on the right track with a reasonable chance for a positive experience.**

When completing your proposal you only need enough detail to show a reviewer that you can meet the tests above. If showing that you meet the tests requires a lengthy and complicated proposal, your project might be more complex than necessary. Remember, the proposal is only the *beginnings* of planning. Most of your planning will come with the next step, preparation of your project plan.

If your project does not require materials or supplies, etc., simply mark those spaces "not applicable." As a reminder, do not begin any work, or raise any money, or obtain any materials, until your project proposal has been approved.

Consider also, that if you submit your proposal too close to your 18th birthday, it may not be approved in time to finish planning and executing the project.

Working with Your Project Beneficiary

On the last two pages of this workbook there is an information sheet called, "Navigating the Eagle Scout Service Project." This is for you to print and give to the religious institution, school, or community that will benefit from your efforts. You should do this as part of your first meeting with your beneficiary and use the sheet to help explain how the Eagle Scout service project works. Be sure to read it carefully so you can explain what it says.

"Navigating the Eagle Scout Service Project" will help you communicate a number of things to your beneficiary. For example, it provides thanks and congratulations for accepting the project; and it gives some background, discusses the requirements, and points out the responsibilities connected with approving your project proposal. It also explains that the beneficiary has the right to review, and also to require changes in your project plan.

Again, be sure to read carefully "Navigating the Eagle Scout Service Project" so you will have a full understanding of the role of your beneficiary.

Next Step: Your Project Plan

Once your proposal is approved, you are **strongly encouraged** to prepare your project plan using the form in this workbook. Doing so increases the likelihood your project will be approved at your Eagle Scout board of review. As you begin preparing it, you should meet with a project coach. Check with the person who handled the approval of your project proposal to learn how coaches are designated in your community.

Your designated coach can help you avoid the common pitfalls associated with Eagle Scout service projects and be a big part of your success. You may also want to talk to your unit leader. There may be adults in your troop who are experts in conducting the kind of project you are planning. It's ok for you to work with them as well. The more coaching you get, the better your results will be.

Beginning Work on Your Project

Once your proposal has been fully approved and you have finished your project planning, only then, may you begin work on your project.

Project Description and Benefit

Briefly describe your project.

Improving the shot put area at Pleasant Grove Middle School by putting in DG.

Attach sketches or "before" photographs if these will help others visualize the project.

Please click below to add images (JPEG, JPG, BMP, GIF, TIF, PNG, etc.)

Blueprint of project

Empty

Tell how your project will be helpful to the beneficiary. Why is it needed?

It will help during the rainy days when the ground is wet. Currently to area is grass and gets very muddy. The DG will prevent this.

When do you plan to begin carrying out your project? June 2019

When do you think your project will be completed? June 2019

Giving Leadership

Approximately how many people will be needed to help on your project? 12

Where will you recruit them (unit members, friends, neighbors, family, others)? Explain:

Unit members, friends, and family

What do you think will be most difficult about leading them?

Trying to make sure everybody has something useful to do, and that everyone is safe around the excavator.

Materials

Materials are things that become part of the finished project, such as lumber, nails, and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, include basic dimensions such as 2 x 4 or 4 x 4.

Composite 2x6 Boards, Landscape Fabric minimum of 1080 square feet, Decomposed Granite minimum of 590 cubic feet.

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies, and garbage bags.

What kinds of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

Rental Compactor minimum of four hours, Tools for marking digging area, String minimum of 144 feet, Wood Stakes minimum of 15, Marking Chalk minimum of one can, excavator with operator.

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list, but you must show you have a reasonable idea of what is required.

Compactor, shovels, levels, excavator, and volunteers.

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc.

What other needs do you think you might encounter?

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take? Permission has been granted by Rescue School District.

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated material, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter estimated expenses below:
(Include sales tax if applicable)

Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.

Materials: \$2174
Supplies: \$21
Tools: \$60
Other:

Pleasant Grove PTO has offered to provide \$2500. If project goes over this amount I will ask for donations from my unit, friends, and family.

Total costs: \$2225

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution, and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient.

1. Planning
2. Get plan approved
3. Set work dates
4. Buy all materials
5. Install materials during workday
- 6.
- 7.
- 8.

Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

My parents have a truck to transport materials and tools, school district will have DG delivered, and helpers will drive themselves to school.

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns you and your helpers should be aware of.

Safety around excavator and compressor. Also, basic shovel safety.

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example "Complete a more detailed set of drawings."

Create a blueprint. Get materials estimates.

Candidate's Promise* Sign below before you seek the other approvals for your proposal.

On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 5. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chosen as beneficiary.

Signed

Date

05/22/19

* Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project proposal has been approved.

Unit Leader Approval*

I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development, and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow him.

Signed

Date

Name (Printed)

Unit Committee Approval*

This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can to see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.

Signed

Date

Name (Printed)

Beneficiary Approval*

This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) that we have agreed to. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.

Our Eagle candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries."

Yes No

Signed

Date

Name (Printed)

Council or District Approval

I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the Guide to Advancement, No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.

Signed

Date

Name (Printed)

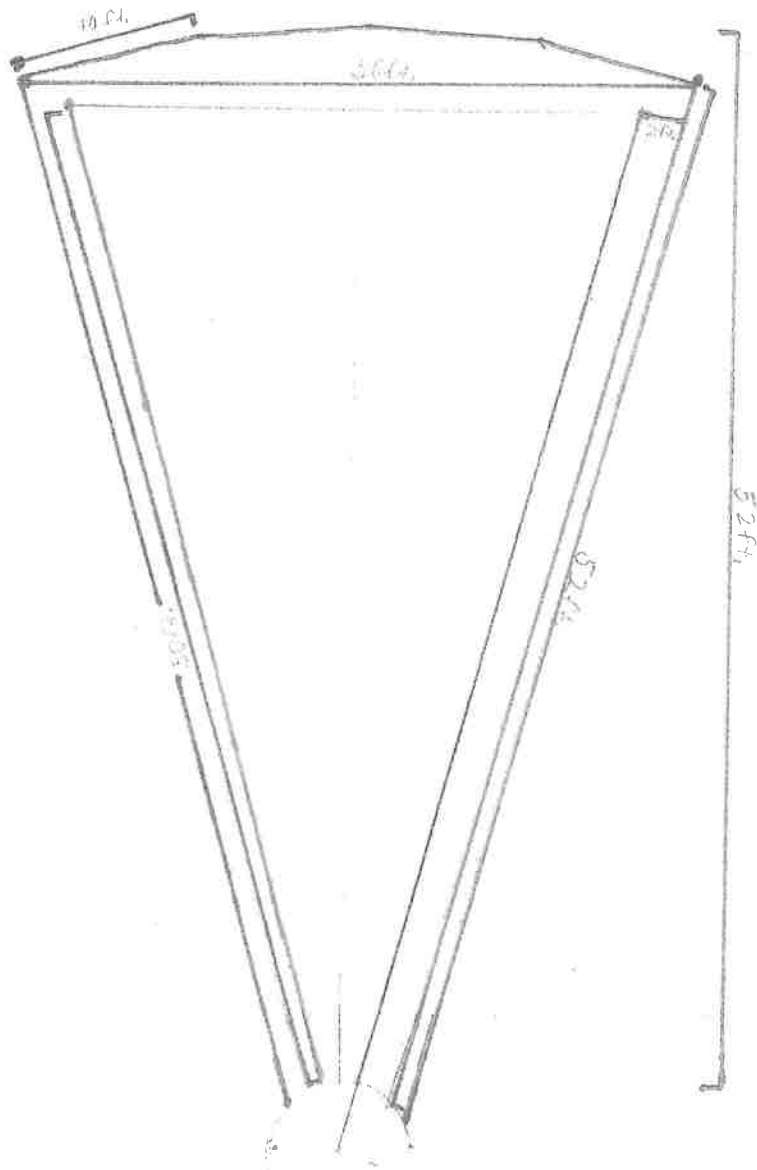
While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (). Council or district approval, however, must come after the others.

PGMS Shot Put

Side View



Top View



- - Measurements
- - Wood
- - Section Lines

1 ft. = 0.305 m.

Supplies List

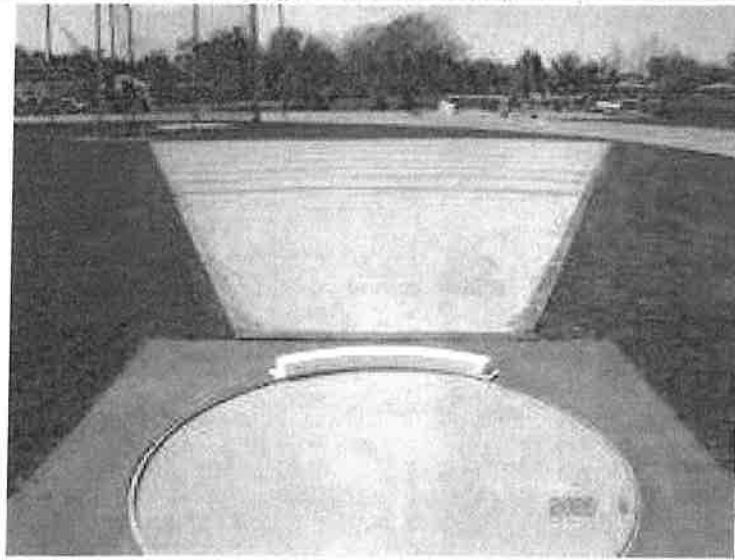
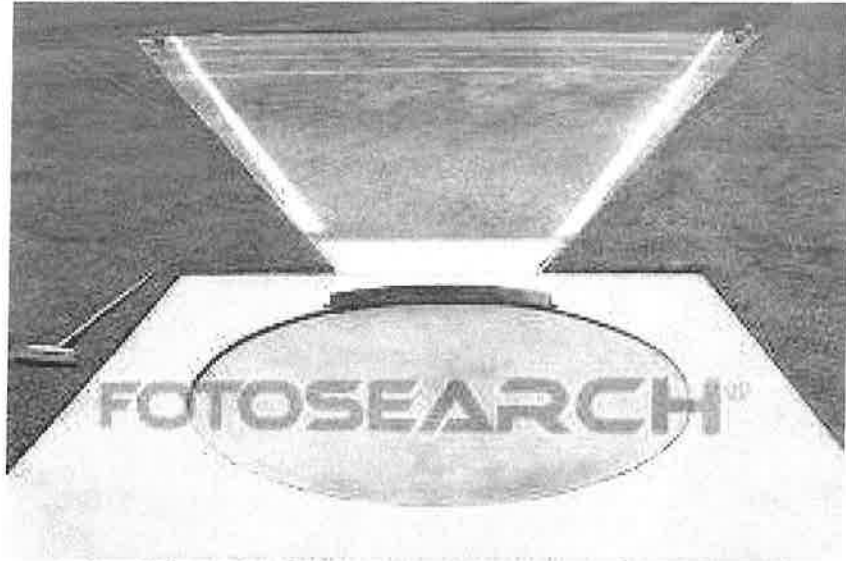
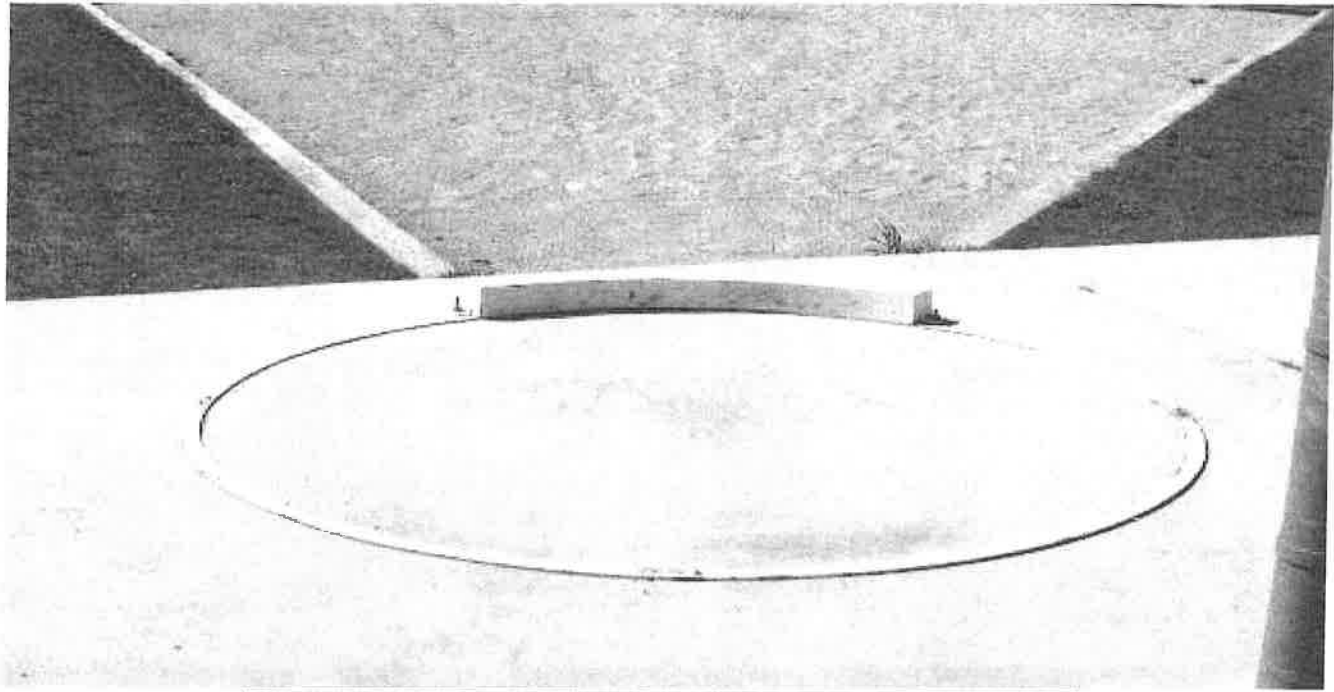
Materials (Pricing without discount)

- Composite 2x6 Boards minimum 144 ft. - \$324 Sourced from Diamond Pacific
- Landscape Fabric minimum of 1080 square feet - \$80 Sourced from Home Depot
- Decomposed Fabric (Purchased through district at Acer Landscaping) minimum of 590 cubic feet - \$1180-\$1770 Pricing from Google

Disposables (Pricing without discount)

- Rental Compactor minimum of four hours - \$60 Sourced from Home Depot
- Tools for marking digging area
- String minimum of 144 feet - \$5 Sourced from Home Depot
- Wood Stakes minimum of 15 - \$10 Sourced from Home Depot
- Marking Chalk minimum of one can - \$6 Sourced from Home Depot

Total - \$1665-²²²⁵~~\$225~~ With DG, \$485 Without DG



Rescue Union School District

AGENDA ITEM: **Site Facilities – PTC Beautification Project at Jackson Elementary**

BACKGROUND:

The Jackson Parent Teacher Club (PTC) is requesting consent from the Board to complete a beautification project at the entry of the Jackson campus.

The project will include replacing the planter box and school sign located in front of the library area, and replacing the planter box in front of the office area with new stone and a concrete sitting area.

STATUS/DISCUSSION:

This project will be completed by Green Hills Landscaping Inc. License #1030601 during the summer break.

FISCAL IMPACT:

The cost is anticipated to be approximately \$27,000 and will be paid by the Jackson PTC.

BOARD GOAL(S):

Board Focus Goal I - STUDENT NEEDS

- A. Student Safety and Well Being: Enhance and encourage social, emotional, ethical and civic learning by providing a safe, supportive and diverse environment.
- B. Curriculum and Instruction: Provide a meaningful, innovative learning environment using Common Core, and other student content standards and research-based, progressive, effective instructional methodology, instructional materials, staff development and technology that will ensure student success in career and college.

Board Focus Goal V – FACILITY/HOUSING:

Build, improve and maintain school facilities to meet current and future education needs while integrating the most effective and efficient use of resources.

RECOMMENDATION:

The board should approve the proposed project.

Green Hills Landscaping Inc. Lic.# 1030601

5353 Green Valley Rd
Placerville, CA 95667-8902
(530)409-3711
fg@gogreenhills.com

ESTIMATE

ADDRESS

Jackson Elementary School
2561 Francisco Dr
El Dorado Hills, CA 95762

ESTIMATE # 1431

DATE 03/08/2019

EXPIRATION DATE 07/08/2019

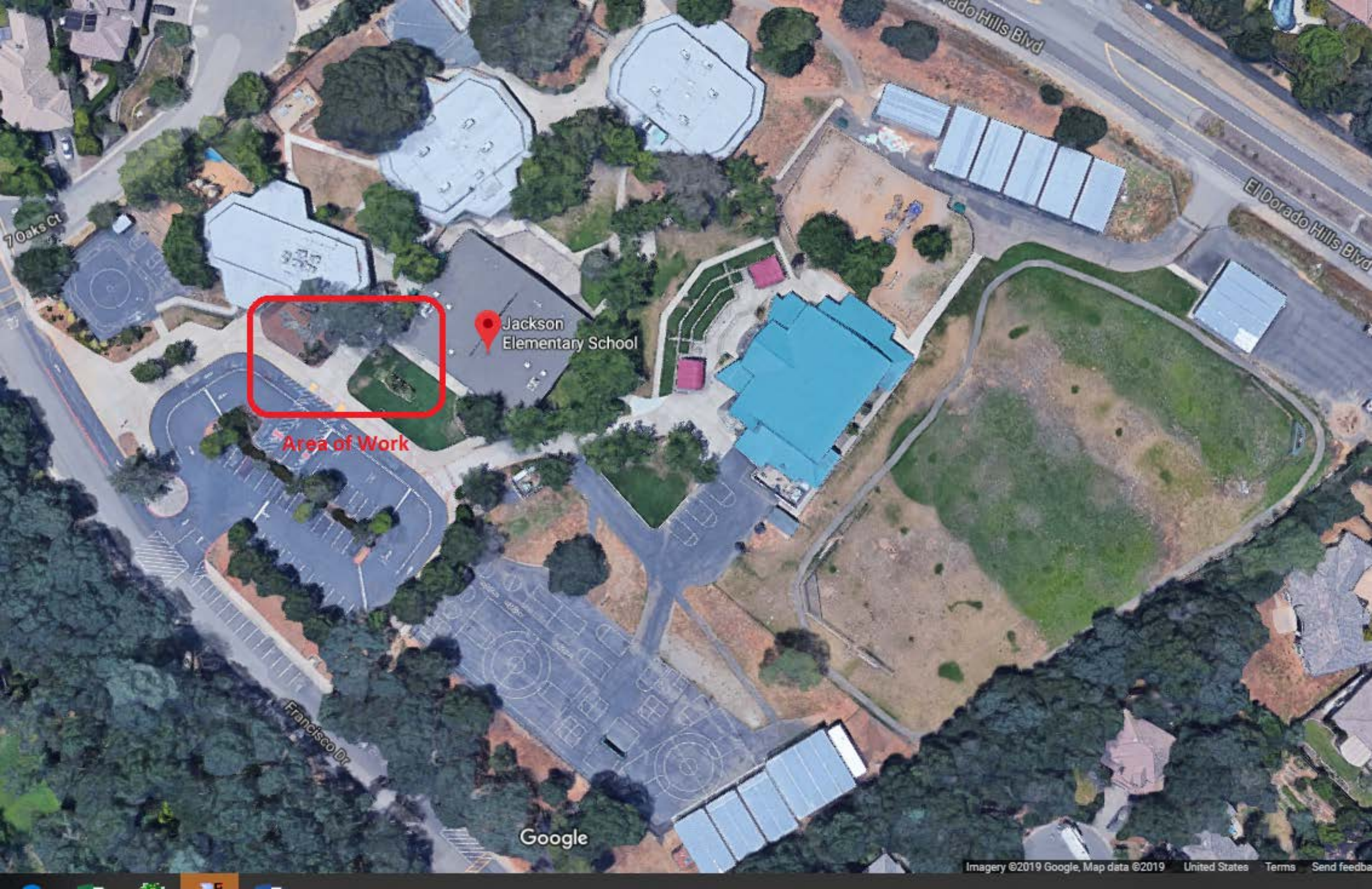
ACTIVITY	AMOUNT
The following estimate is for the landscape work to be done in front yard.	
----- Front planter around flag pole -----	
Sales Remove 2 small planters and install new sod.	525.00
Sales Add 1 more row of 8" tall blocks, to existing wall. Add Cultured stone veneer in front of wall. " Cobble field " Gray color and a cap on top of wall. (Stones and caps from The brick yard in Sacramento.)	1,670.00
Sales Build a bench about 18" tall in front of existing planter using cement blocks and same stone veneer for front of bench.	1,580.00
Sales Remove the 3 big shrubs around flag pole, Plant 5 - 15 gallon shrubs and 6 - 5 gallon plants, Lay down landscape fabric and mulch.	1,520.00
Sales Plant 1- 15 gallon trees on each side of planter. Total of 2 trees.	400.00
----- Front planter at left of flag pole -----	
Sales Remove and disposal shrubs.	200.00
Sales Remove concrete curving and disposal.	150.00
Sales Build block wall about 20" tall and about 140' long, with Cultured Stone veneer in front of wall and cap. " Cobble field gray "	7,161.00
Sales Build a second block wall about 52 feet long and 3 feet tall at the highest point and 18 inches tall at the lowest. Add Cultured Stone veneer and cap.	4,160.00
Sales Fill in with crushed rock behind second wall to create a level area for concrete patio.	2,150.00
Sales Build a concrete patio, about 23' by 30' total of about 690 sq. ft. 5.6 sac mix, including 3/8" rebar at 24" on center, no color, broom finished.	5,220.00
Sales Plant 6 - 15 gallon shrubs, 9 - 5 gallon plants and 15 - 1 gallon plants. Lay down landscape fabric and mulch.	2,890.00

We look forward to doing business with you!

TOTAL

\$27,626.00

Payments can be made out to Francisco Garcia Landscaping OR Green Hills Landscaping.



Jackson Elementary School



Area of Work

7 Oaks Ct

El Dorado Hills Blvd

El Dorado Hills Blvd

Francisco Dr

Google



(EXHIBIT C)



ITEM #: 16
DATE: June 11, 2019

RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: **Agreement with Buckeye Union School District for Food Services Management Services**

BACKGROUND:

The Rescue Union School District has contracted for many years to provide management of the Food Services program at Buckeye Union School District. For 2019-20, Buckeye Union School District has requested the contractual arrangement continue for 50% of the Director of Food Services time.

STATUS:

Buckeye District will contract with Rescue for an amount equal to 50% of the Director of Food Services expenditures for 2019-2020. The effective date of the contract is July 1, 2019. The services to be provided will be managerial services including scheduling, consultation on supervision of staff, consulting on facility design and program operations and oversight of state and federal reporting.

FISCAL IMPACT:

Fiscal impact will be reflected in the 2019-20 budget

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

District staff recommends the Board of Trustees approve the agreement with Buckeye Union School District for the services of the Director of Food Services.



JOINT FOOD SERVICE DIRECTOR AGREEMENT
FOR THE 2019-2020 SCHOOL YEAR
BY AND BETWEEN
RESCUE UNION SCHOOL DISTRICT
AND
BUCKEYE UNION SCHOOL DISTRICT



This Agreement is made and entered into on this ___ day of May, 2019 by and between the RESCUE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Rescue") and the BUCKEYE UNION SCHOOL DISTRICT of El Dorado County, (hereinafter referred to as "Buckeye"), regarding the maintenance of a joint food service director delivery model for each school district's food service program.

RECITALS

WHEREAS, Rescue and Buckeye mutually desire to provide food service for pupils in their districts in the most effective and economical way possible;

WHEREAS, both Rescue and Buckeye have thoroughly investigated the joint service of a food service director, and have found that such a joint service provision to be the most cost effective and efficient method by which to provide supervision of their respective food service programs; and

WHEREAS, California Education Code Section 35160 provides authority by which districts may jointly provide for food service; and

NOW, THEREFORE, IN CONSIDERATION OF THE ACTS AND PROMISES CONTAINED HEREIN, the parties agree as follows:

AGREEMENT

1. SERVICES:

Either party may avail itself of the Food Services Director services of the Rescue Food Services Department in accordance with the terms set out herein.

Buckeye will receive the following services from the Joint Food Services Director, such duties to include but not be limited to:

- J Schedules, allots time, and assigns food services personnel for all food services operations with the school district.
- J Instructs, supervises, and evaluates food service personnel.

-J Consults with management about facility design, needed equipment and food service operations.

-J Maintains accurate records and reviews all state reports.

2. **MANAGEMENT:**

The parties shall meet to discuss issues and operating procedures through which food service supervision and evaluation of joint services will be provided.

3. **MUTUAL AID:**

Parties agree to provide mutual aid to each other upon request. Such mutual aid shall include, but not necessarily be limited to substitute food service employees.

4. **PAYMENT:**

Buckeye will reimburse Rescue for Food Service Director services in an amount equal to 50% of the cost of the Food Services Director annual salary, mileage stipend and benefits.

Rescue shall be responsible for maintaining employee records; i.e., health benefits, sick leave, vacation and compensatory time.

5. **TIME OF PAYMENT:**

Buckeye shall pay Rescue on a quarterly basis within 30 days of billing.

6. **LIABILITY:**

Parties agree to mutually indemnify each other for any liability which arises out of or is related to any claim for damages arising out of or related to the services provided by the Food Services Director. It is agreed and understood that such indemnification shall include the cost of defense of any litigation or other legal action that may result.

7. **TERM/RENEWAL OF CONTRACT:**

This agreement shall be for a period of one year beginning July 1, 2019, and ending June 30, 2020. It may be renewed for additional terms of one year by the following procedure:

- a. On or before February 15th of each year, Rescue shall notify Buckeye if it wishes to continue this agreement, and of any modifications it desires in terms or conditions.

- b. Within 60 days after receipt of notification from Rescue, Buckeye shall respond, either accepting the continuation of the agreement with its modifications, rejecting the continuation of the agreement, or counter offering a continuation with new modifications.
- c. If Buckeye accepts the continuation, but makes new modifications, the parties shall have 30 days in which to reach a final agreement.

RESCUE UNION SCHOOL DISTRICT

Cheryl Olson
Cheryl Olson, Superintendent

Dated: 5/31/19

BUCKEYE UNION SCHOOL DISTRICT

David Roth
Dr. David Roth, Superintendent

Dated: 5/15/18

RESCUE UNION SCHOOL DISTRICT

**AGENDA ITEM: Sacramento Emergency Clean air Transportation Program (SECAT)
Grant - Purchase Order/Contract**

BACKGROUND:

The Sacramento Emergency Clean Air Transportation (SECAT) Program is a partnership between the Sacramento Metropolitan Air Quality Management District (SMAQMD) and the Sacramento Area Council of Governments (SACOG). The program's goal is to promote zero and near-zero emission on road heavy-duty vehicles operating in the SACOG region.

The SECAT Program encourages the displacement of conventional trucks and buses with zero and near-zero emission heavy-duty vehicles. This will allow regional fleets to better leverage state and federal grants and promote the technology in the region. As part of other efforts with the SMAQMD and SACOG, these vehicles will play a key role in meeting regional commitments to greenhouse gas and community air protection goals.

In 2017, SECAT received \$15 million in the 2018-20 MTIP using funding under the Congestion Mitigation and Air Quality (CMAQ). Applications for new projects.

STATUS:

Rescue Union School District submitted applications for six grants with SECAT, of \$100,000 each, to fund the purchase of six Ford E450 electric vehicle trucks to replace a portion of the district M&O white fleet. This grant application was approved and the contract is provided for the Board to review.

Additionally, these funds will be combined with funding from Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) which will fund an additional \$80,000 per vehicle. HVIP provides point-of-sale discounts to vehicle purchasers. HVIP works directly with truck and bus dealers to apply the voucher incentive at the time of purchase.

FISCAL IMPACT:

The cost of each truck is anticipated to be \$180,000 and will be funded from a combination of the SECAT and HVIP grants. The total cost will be \$1,080,000 which will be fully funded by grant funds.

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

District staff recommends the Board of Trustees approve the contract for the replacement of six M&O vehicles with funds from the SECAT grant.

**SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT
SACRAMENTO EMERGENCY CLEAN AIR TRANSPORTATION PROGRAM (SECAT)**

This Agreement (Agreement) is between the Sacramento Metropolitan Air Quality Management District (SMAQMD), and **Rescue Union School District** (Participant).

1.0 Recitals

- 1.1 SMAQMD is part of the Sacramento Federal Ozone Nonattainment Area (SFNA or Nonattainment Area). Ozone is formed by the interaction of Nitrogen Oxides (NOx) and other precursor pollutants. The majority of NOx in the SFNA is generated by vehicles, including heavy-duty vehicles and engines.
- 1.2 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.
- 1.3 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.
- 1.4 The state legislature established the Sacramento Emergency Clean Air and Transportation Program (SECAT Program) to help the air districts within the Nonattainment Area comply with the federal standards. (Health & Safety Code §44299.50 et seq.)
- 1.5 One of the air-quality-improvement methods identified in the SECAT Program is the development of a Fleet Modernization Program to promote the advance purchase and use of low-NOx on-road-heavy-duty vehicle and engine technology.
- 1.6 SMAQMD approved the Fleet Modernization Program Guidelines ("Guidelines"), on January 24, 2002, and are periodically revised. SMAQMD also simultaneously approved the use of this Agreement form, as amended from time to time and authorized their Chief Executive Officer and SMAQMD's Air Pollution Control Officer (APCO), respectively, to execute this Agreement.
- 1.7 The Participant has reviewed and is familiar with the SECAT Program Policies and Guidelines.
- 1.8 The objective of the SECAT Program is to accelerate the modernization of the existing heavy-duty vehicles in the Sacramento Ozone Nonattainment Region through financial incentives that will encourage the voluntary purchase of heavy-duty vehicles using newer, lower emitting technology or alternative fuels, and the retrofitting of existing heavy-duty vehicle engines with technology that lowers engine emissions.
- 1.9 Through the SECAT Program, SMAQMD will provide financial incentives to vehicle owners that agree to surrender their heavy-duty trucks for destruction or to be used in the enhanced SECAT Program and then replace them with newer, lower-emission vehicles. Participants purchasing zero emission vehicles are not required to identify or destroy an old vehicle(s) to obtain financial incentives.
- 1.10 To ensure that actual reductions result from the SECAT Program, it is essential: (i) that the replaced vehicles, where applicable, be inspected to verify that they qualify for the Program, (ii) that the replaced vehicles, where applicable, be destroyed by a qualified salvage operation, (iii) that an Electronic Monitoring Unit, if available, be installed in the new vehicle to verify actual operation within the Sacramento Area Council of Governments (SACOG) Region (A map of the SACOG Region is included in Exhibit A), and (iv) that particulate emission control devices, if available, be installed to reduce particulate emissions.
- 1.11 Participant understands that the purpose of the Program, and this Agreement, is to help SMAQMD achieve clean air standards required by state and federal law.

- 1.12 The Participant wishes to participate in this process by using SECAT Program funds in the purchase of a low-NOx vehicle and related equipment.
- 1.13 The parties specifically recognize that SACOG 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 **"Certified"** means a vehicle or engine that is certified by California Air Resources Board (CARB) or the United States Environmental Protection Agency (USEPA) to an emission standard or standards.
 - 2.1.2 **"Dealership"** means a business specializing in the sale of new and used heavy duty vehicles that has entered into an agreement with SMAQMD to assist in the implementation of the Program.
 - 2.1.3 **"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.
 - 2.1.4 **"Electronic Monitoring Unit" or "EMU"** means a SMAQMD-approved Global Positioning System (GPS) device that is installed on a 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.
 - 2.1.5 **"Equipment"** means the Replacement Vehicle identified in Exhibit C as well as the related devices required to be installed under Paragraph 2.3.4.
 - 2.1.6 **"Existing Vehicle"** means the vehicle that the Program Participant surrenders for destruction.
 - 2.1.7 **"Program"** means the SECAT Program and the SECAT Program Guidelines (as amended from time to time), which are incorporated into this Agreement as if fully set forth.
 - 2.1.8 **"Participant"** means the individual, agency, or business entity that is receiving funds under this Participant Agreement.
 - 2.1.9 **"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:

$$A = I - [I * (T / L)]$$
 - A = Amount Owed to SMAQMD
 - I = Total Incentive Award
 - L = Length of the Agreement in Months
 - T = Elapsed New Equipment Project Life in Months
 - 2.1.10 **"Replacement Vehicle"** means the newer, lower-emission vehicle described in Exhibit B, Sections 3 and 4. The vehicle must be certified by the California Air Resources Board in compliance with the Guidelines.

2.2 Payment:

2.2.1 **Payment:** SMAQMD will pay up to **\$600,000** to Participant to reimburse actual costs in the replacement of the Existing Vehicle. 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 Section 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 or Replacement Equipment/Engine(s) 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 the County of Sacramento prior to payment. The County of Sacramento 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.

2.3 Participant Obligations: Participant will:

2.3.1 **Time:** Order the Replacement Vehicle within 45 days of the date this Agreement is executed by the last signatory, and purchase and begin operating the Replacement Vehicle within 180 days of the same execution date.

(i) If the Participant does not meet the deadlines in this Section, SMAQMD may terminate this Agreement under Paragraph 2.9.1.

(ii) Participant may submit a written request to extend these deadlines if it is unable to meet them due to circumstances beyond the Participant's reasonable control. For the 180 day deadline, any extension request must include proof of vehicle order, including build sheets and purchase orders,

2.3.2 **Operation:** Operate the Replacement Vehicle within the SACOG Region and ensure that the operation is consistent with the eligibility requirements in the Program and with the goals and objectives of the Program.

2.3.3 **Warranties:** Secure the manufacturer warranties for the Replacement Vehicle and operate the Replacement Vehicle within the manufacturer's specifications, including maintenance and fueling requirements.

2.3.4 Additional Devices Requirements:

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

2.3.4.2 **Hour Meter:** If the Participant has opted to accept hourly operational requirements rather than mileage requirements, it must install a SMAQMD-approved hour meter.

2.3.4.3 **Fuel Meter:** If the Participant has opted to accept fuel operational requirements rather than mileage requirements, it must install a SMAQMD-approved fuel meter.

2.3.4.4 **Notice and Repair:** Notify SMAQMD immediately if the EMU, hourly monitor, or fuel meter fails or becomes inoperable, and repair the devices as soon as practicable.

2.3.5 **Existing Vehicle Surrender:** For Vehicle Replacements:

- (i) Except as required under Section 2.3.5 (iii), (iv), and (v), Participant must surrender the Existing Vehicle to an approved salvage operation. Participant may arrange the delivery through an approved Dealership.
- (ii) When the Existing Vehicle is delivered to the SMAQMD-approved Dealership, salvage operation or other facility authorized under Section 2.3.5 (iii) and (iv), the Participant must insure that it is in the same operating condition it was in at the first inspection.
- (iii) SMAQMD may opt to sell the destroyed and salvaged Existing Vehicle, and Participant retains no right to any proceeds from the destruction, salvage, and sale of the Vehicle by SMAQMD or the salvage operation. SMAQMD reserves the right to require the Participant to surrender the Existing Vehicle to a specific salvage operation. If SMAQMD opts to specify the salvage operation, SMAQMD must provide written notice to the Participant before the Participant delivers the Existing Vehicle to a salvage operation.
- (iv) SMAQMD may authorize or require the Participant to use an alternative disposal method that ensures emission reductions.
- (v) Participants purchasing a zero emissions vehicle are not required to surrender or destroy an Existing Vehicle.

2.3.6 **Decals:** Display two decals approved by SMAQMD on each Replacement Vehicle. SMAQMD must approve the location of the decals.

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

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

2.3.9 **Buy America Requirements:** Ensure that all Replacement Vehicles funded under this Agreement have a final point of assembly in the United States of America, unless this requirement is waived in writing by SMAQMD.

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

- (i) The Application Form has been completed and all of the information presented in the Form is complete and accurate. Participant's Application is incorporated by reference in this Agreement
- (ii) Both the Existing Vehicle, if applicable, and the Replacement Vehicle 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 Replacement Vehicle described in Exhibit B is not required by any law or regulation. (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 Replacement Vehicle, or modify engine 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.

2.5 **Inspections and Audits:** Each Replacement Vehicle and Existing Vehicle is subject to inspection by SMAQMD or its designee at any time. The Participant agrees to provide SMAQMD or its designee with on-site access to the Replacement Vehicle. 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 each Existing Vehicle to verify that the engine 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 Replacement Vehicle is purchased to verify that it meets the Program requirements.
- 2.5.3 **Salvage or Destruction Inspection:** SMAQMD will conduct inspections to ensure that, at the time of salvage, the Existing Vehicle is in the same condition it was in at the pre-inspection. If the condition of the Existing Vehicle has changed, SMAQMD may deny or decrease payment of the amounts in Section 2.2 (Payment). SMAQMD will also conduct a post-salvage inspection to verify destruction or disposal of the Existing Vehicle, if applicable.
- 2.5.4 **Audit Inspection:** SMAQMD will conduct audit inspections as necessary to verify the Replacement Vehicle is operating as required under the Program and meeting contractual requirements. Audits include both the physical equipment and the Participant's records. SMAQMD may also perform a fiscal audit of the project at any time.
- 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 documents identified below.
- 2.6.1 **Purchase Documentation:** A copy of the final purchase order and Program Participant purchase invoice, invoices for work performed to meet Program eligibility requirements, and the finance agreement for any portion of the vehicle purchase price to be privately financed. The documentation must include the odometer reading on the date the Replacement Vehicle is financed.
- 2.6.2 **DMV Registration:** A copy of the DMV registration for the Replacement Vehicle, listing Participant as the registered owner and SMAQMD as lien holder on the vehicle.
- 2.6.3 **Engine Warranty:** A copy of the engine warranty that verifies the Replacement Vehicle meets the Program requirements.
- 2.6.4 **Meter Installation:** If the Program Participant has opted to meet its performance obligations by complying with hour or fuel requirements, a copy of an invoice documenting that an hour or fuel meter has been installed on the Replacement Vehicle, and a written confirmation by Dealership that the meter is operational.
- 2.6.5 **Proof of Insurance:** A copy of proof of insurance demonstrating compliance with Section 3.5, and Exhibit D.
- 2.7 **Title and Finance Requirements:** The Participant agrees to the following vehicle title and finance requirements:
- (i) The Participant must provide a copy of the Replacement Vehicle's title to SMAQMD, demonstrating that SMAQMD is named as a lien holder of the vehicle. If SMAQMD is the sole lien holder, Participant will provide the original title to SMAQMD.
 - (ii) The Participant must be the registered owner of the Replacement Vehicle throughout the term of this Agreement.
 - (iii) If the Replacement Vehicle is financed, the Participant must list SMAQMD and the Finance Company as lien holders for the vehicle.
 - (iv) If the Replacement 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 lien holder on the Replacement Vehicle for the entire remaining term of this Agreement.

- (v) If the Replacement 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) If the Replacement Vehicle is leased, the Participant must ensure that the leasing company lists SMAQMD as a lien holder on the vehicle title.
- (vii) If the Participant acquires a leased Replacement Vehicle and terminates the leasing agreement during the term of this Agreement, the Participant must ensure that SMAQMD is listed as the sole lien holder on the Replacement Vehicle for the entire remaining term of this Agreement.
- (viii) Any changes to the Replacement 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 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. 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 Section 3.1 (Term), it must refund a pro rata portion of the **\$600,000** 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 (where required) 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 Section 3.1 (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 Equipment Reimbursements:** If the Replacement Vehicle 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 Replacement Vehicle with a new Replacement Vehicle certified to equal or lower emission levels than the inoperable Replacement Vehicle and complete performance of this Agreement or (ii) terminate the Agreement and a return a prorated portion of the **\$600,000**, based on the Reimbursement Formula.
- 2.10.5 **Full or Partial Waiver:** The APCO of 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.

2.11 **Recordkeeping and Reporting Requirements:**

- 2.11.1 **Record Requirements:** Participant must maintain adequate records to document compliance with this Agreement. Records include all driver log book entries, logs of miles travelled, logs of vehicle downtime, records of fuel consumed, and documents establishing the type and cost of maintenance performed. Participant must maintain the records for the term of the contract and the three years following the end date listed in Section 3.1 (Term) or from the conclusion of any audits or litigation concerning this Agreement, whichever is later. SMAQMD or SACOG 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.
- 2.11.2 **Report Requirements:** The Participant must submit a report stating the miles travelled or hours operated in the preceding year, the fuel consumed, the type and cost of maintenance or repair work performed over the course of the year, and the amount of time the Equipment was inoperable due to the maintenance and repair activities.
- 2.12.3 **Report Submission Deadlines:** The reports are due not later than January 31 of each year. SMAQMD may request additional performance or other documentation at its discretion and Participant must provide the requested information within 30 days of the request.

- 2.12 **Sale of Equipment:** Participant acknowledges and agrees that it may not sell or encumber the Replacement Vehicle without the prior written consent of SMAQMD. SMAQMD will not approve the sale, transfer, licensing, or subcontracting, unless:
- (i) The Participant notifies the prospective buyer of the Equipment, in writing, of the terms of this Agreement and any unperformed requirements.
 - (ii) The buyer executes an Agreement with SMAQMD.

- 2.13 **Grant of Security Interest:** Participant grants to SMAQMD a security interest in the Replacement Vehicle 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 Replacement Vehicle.

- 2.14 **Notice of Contact Information Change:** It is the Participant's responsibility to insure that its contact and address information in Section 3.28 (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:** This Agreement will begin upon execution by all parties and terminate on **12/31/2022**. Notwithstanding the expiration or earlier termination of this Agreement, SMAQMD's security interest in the Replacement Vehicle will continue in full force and effect until Participant fully satisfies its obligations under this Agreement.
- 3.2 **Inspections:** SMAQMD may conduct an audit of Participant's operations to verify that Participant is complying with the Agreement terms. Any inspection will be conducted at a reasonable time and with reasonable notice to Participant.
- 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 purchase of the Replacement Vehicle. 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 **Voluntary Act:** The Participant's purchase of the Replacement Vehicle is a completely voluntary act and SMAQMD has made no representations nor guarantees to the Participant regarding the Equipment.
- 3.5 **Insurance:** The Participant must maintain the insurance coverage described in Exhibit D. 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 an additional insured and loss payee, and obligating the Insurance 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.
- 3.6 **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 Replacement Vehicle greater than 10% of its value at the time of damage.
- (vi) Repossession of the Replacement Vehicle.

3.7 **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.

3.8 **Amendment:** No amendment, alteration or variation of the terms of this Agreement is valid unless made in writing and signed by all parties.

3.9 **Assignments:** No performance rendered or payment due under this Agreement may be delegated or assigned without the written consent of all the parties hereto. 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.

3.10 **Non-Discrimination:**

3.10.1 **Requirements:** Participant must not discriminate based on:

- (i) Color, race, creed, national origin, religion, sex, age, or physical or mental handicap in violation of Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and its implementing regulations, or in violation of any other state or federal law;
- (ii) Sexual orientation as determined by federal, state, or local laws and regulations.

3.10.2 **Prohibited Discrimination:** Prohibited discrimination under this Agreement means disparate treatment on the basis of race, color, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), gender identity, or sexual orientation. Discrimination includes, but is not limited to:

- (i) Denying persons any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Contract;
- (ii) Subjecting persons to segregation or separate treatment in any matter related to the receipt of services;
- (iii) Restricting persons in any way from the enjoyment of any advantage or privilege enjoyed by others under this Agreement;
- (iv) Treating persons differently from others in determining whether they satisfy any admission, enrollment quota, eligibility, membership, or other requirement that individuals must meet in order to be provided any service or benefit under this Agreement;
- (v) Assigning times or places for the provision of services on the basis of race, color, creed, religious creed, national origin, age, marital status, ancestry, medical condition, disability (including HIV and AIDS), gender identity or sexual orientation of the persons to be served.

3.11 **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 Disadvantaged Business Enterprises (DBE) as required by the Environmental Protection Agency:

- (i) Include DBEs on solicitation lists.
- (ii) Assure DBEs are solicited once they are identified.
- (iii) Divide total requirements into smaller tasks to permit maximum DBE participation, where feasible.
- (iv) Establish delivery schedules which will encourage DBE 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 DBEs.

3.12 **Successors:** This Agreement will bind the successors of SMAQMD and Participant in the same manner as if they were expressly named.

3.13 **Recordkeeping:** Not Applicable, see Section 2.11.

3.14 **Termination Notice Requirements:**

3.14.1 **30-day Notice Termination:** Either SMAQMD or Participant may terminate this Agreement for any reason by giving the other party 30-days written notice.

3.14.2 **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.

3.14.3 **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

3.15 **Waiver of Claims:** Participant waives and releases any claims against SMAQMD and its respective officers, directors, agents, employees 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.

3.16 **Waiver of Agreement Provisions:** Waiver by either party of any default, breach or condition precedent will not be construed as waiver of any other default, breach or condition precedent or any other right under this Agreement.

3.17 **Time:** Time is of the essence with respect to the timely performance of each provision of this Agreement.

3.18 **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.

- 3.19 **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.
- 3.20 **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 the California Health & Safety Code. Notwithstanding the terms of this Agreement, the Parties are not permitted to undertake any actions that contravene the California Health & Safety Code or any other law or regulation.
- 3.21 **Payments that Contravene the Law:** SMAQMD has 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.
- 3.22 **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 SMAQMD employee. Participant is an independent contractor.
- 3.22.1 **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.
- 3.22.2 **Right to Bind:** Neither the Participant nor its employees, subcontractors or consultants have the right to act on behalf of SMAQMD in any capacity, or to bind SMAQMD to any obligation.
- 3.22.3 **Taxes:** SMAQMD will not 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.
- 3.23 **Conflict of Interest:** No officer or employee of 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 SMAQMD's governing body or hold any 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.
- 3.24 **Indemnity:** The Participant agrees to indemnify and defend SMAQMD, its officers, directors, agents, employees and volunteers, from any and all damages, claims, expenses, or liabilities of any kind (including, but not limited to, reasonable attorneys' fees and costs) that:
- (i) Arise from, or are alleged to arise from, or are in any way connected with Participant's performance of this Agreement, or
 - (ii) Are related in any way to the vehicles or engines described in Exhibit B.
- 3.25 **Force Majeure:** If performance by 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 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 SMAQMD.
- 3.26 **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. Any of the originals are enforceable without the presentation of the other original.

3.27 **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) Participant Agreement
- (ii) Exhibit A – Sacramento Area Council of Governments Region Map
- (iii) Exhibit B – Vehicle Information Form
- (iv) Exhibit C – Performance Requirements
- (v) Exhibit D – Insurance Requirements
- (vi) Exhibit E – Debarment Certification
- (vii) Exhibit F – Levine Act Disclosure Statement
- (viii) **Exhibit G to Y intentionally left blank**
- (ix) Exhibit Z – Verified Information of New Equipment & (if applicable) New Termination Date for Agreement

3.28 **Communications:** Correspondence between SMAQMD and Participant should be addressed to the following:

To SMAQMD	To Participant
Kevin Robison Sacramento Metropolitan AQMD 777 12th Street, Third Floor Sacramento, CA 95814-1908 Phone: (916) 875-0325 Fax (916) 874-4899	Patrick Cahill Rescue Union School District 2390 Bass Lake Road Rescue, CA 95672 Phone: (530) 672-4312 Fax: (530) 677-4036

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

3.29 **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 Equipment described in Exhibit C with any other source of funds, including but not limited to other air districts or multidistrict funding under the Program.

Any owner or owner’s designee who is found to have submitted multiple applications or signed multiple contracts for the same Equipment must, at a minimum, be disqualified from funding for that 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, as a violation of law, including but not limited to the Health and Safety Code and Business and Professions Code, SMAQMD may levee fines and/or seek criminal charges.

If the Participant is a business entity, the Participant's signatory agrees that he or she is individually and personally bound by this Agreement.

Approved by Rescue Union School District

Sean Martin
Assistant Superintendent Business Services, and personally

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

**SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM
VEHICLE INFORMATION FORM**

SMAQMD Vehicle ID #: SMQV007662

Section 1: Existing Vehicle Information

Make: FORD	Model: E-450	Model Year: 2019	GVWR: 14,500
Vehicle Identification Number:		License Plate Number:	Fleet Identification Number:

Section 2: Existing Engine Information

Make: MOTIV	Model:	Year: 2019	Serial Number:
Fuel Type: OTHER			HP: 0

Section 3: Existing Engine Retrofit System Information

Make:	Model:	Serial Number:
VDEC Strategy Family:		

Section 4: New or Replacement Vehicle Information

Make: FORD	Model: E-450	Model Year: 2019	GVWR: 14,500
Vehicle Identification Number:		License Plate Number:	Odometer Reading: 0

Section 5: New Engine or Reconditioned Engine Information

Make: MOTIV	Model:	Year: 2019	Serial Number:
Fuel Type: OTHER	HP: 0	EPA Engine Family #:	

EXHIBIT B

**SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM
VEHICLE INFORMATION FORM**

SMAQMD Vehicle ID #: SMQV007686

Section 1: Existing Vehicle Information

Make: FORD	Model: E-450	Model Year: 2019	GVWR: 14,500
Vehicle Identification Number:		License Plate Number:	Fleet Identification Number:

Section 2: Existing Engine Information

Make: MOTIV	Model:	Year: 2019	Serial Number:
Fuel Type: OTHER			HP: 0

Section 3: Existing Engine Retrofit System Information

Make:	Model:	Serial Number:
VDEC Strategy Family:		

Section 4: New or Replacement Vehicle Information

Make: FORD	Model: E-450	Model Year: 2019	GVWR: 14,500
Vehicle Identification Number:		License Plate Number:	Odometer Reading: 0

Section 5: New Engine or Reconditioned Engine Information

Make: MOTIV	Model:	Year: 2019	Serial Number:
Fuel Type: OTHER	HP: 0	EPA Engine Family #:	

EXHIBIT B

**SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM
VEHICLE INFORMATION FORM**

SMAQMD Vehicle ID #: SMQV007687

Section 1: Existing Vehicle Information

Make: FORD	Model: E-450	Model Year: 2019	GVWR: 14,500
Vehicle Identification Number:		License Plate Number:	Fleet Identification Number:

Section 2: Existing Engine Information

Make: MOTIV	Model:	Year: 2019	Serial Number:
Fuel Type: OTHER			HP: 0

Section 3: Existing Engine Retrofit System Information

Make:	Model:	Serial Number:
VDEC Strategy Family:		

Section 4: New or Replacement Vehicle Information

Make: FORD	Model: E-450	Model Year: 2019	GVWR: 14,500
Vehicle Identification Number:		License Plate Number:	Odometer Reading: 0

Section 5: New Engine or Reconditioned Engine Information

Make: MOTIV	Model:	Year: 2019	Serial Number:
Fuel Type: OTHER	HP: 0	EPA Engine Family #:	

EXHIBIT B

**SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM
VEHICLE INFORMATION FORM**

SMAQMD Vehicle ID #: SMQV007688

Section 1: Existing Vehicle Information

Make: FORD	Model: E-450	Model Year: 2019	GVWR: 14,500
Vehicle Identification Number:		License Plate Number:	Fleet Identification Number:

Section 2: Existing Engine Information

Make: MOTIV	Model:	Year: 2019	Serial Number:
Fuel Type: OTHER			HP: 0

Section 3: Existing Engine Retrofit System Information

Make:	Model:	Serial Number:
VDEC Strategy Family:		

Section 4: New or Replacement Vehicle Information

Make: FORD	Model: E-450	Model Year: 2019	GVWR: 14,500
Vehicle Identification Number:		License Plate Number:	Odometer Reading: 0

Section 5: New Engine or Reconditioned Engine Information

Make: MOTIV	Model:	Year: 2019	Serial Number:
Fuel Type: OTHER	HP: 0	EPA Engine Family #:	

EXHIBIT B

**SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM
VEHICLE INFORMATION FORM**

SMAQMD Vehicle ID #: SMQV007689

Section 1: Existing Vehicle Information

Make: FORD	Model: E-450	Model Year: 2019	GVWR: 14,500
Vehicle Identification Number:		License Plate Number:	Fleet Identification Number:

Section 2: Existing Engine Information

Make: MOTIV	Model:	Year: 2019	Serial Number:
Fuel Type: OTHER			HP: 0

Section 3: Existing Engine Retrofit System Information

Make:	Model:	Serial Number:
VDEC Strategy Family:		

Section 4: New or Replacement Vehicle Information

Make: FORD	Model: E-450	Model Year: 2019	GVWR: 14,500
Vehicle Identification Number:		License Plate Number:	Odometer Reading: 0

Section 5: New Engine or Reconditioned Engine Information

Make: MOTIV	Model:	Year: 2019	Serial Number:
Fuel Type: OTHER	HP: 0	EPA Engine Family #:	

EXHIBIT B

**SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM
VEHICLE INFORMATION FORM**

SMAQMD Vehicle ID #: SMQV007690

Section 1: Existing Vehicle Information

Make: FORD	Model: E-450	Model Year: 2019	GVWR: 14,500
Vehicle Identification Number:		License Plate Number:	Fleet Identification Number:

Section 2: Existing Engine Information

Make: MOTIV	Model:	Year: 2019	Serial Number:
Fuel Type: OTHER			HP: 0

Section 3: Existing Engine Retrofit System Information

Make:	Model:	Serial Number:
VDEC Strategy Family:		

Section 4: New or Replacement Vehicle Information

Make: FORD	Model: E-450	Model Year: 2019	GVWR: 14,500
Vehicle Identification Number:		License Plate Number:	Odometer Reading: 0

Section 5: New Engine or Reconditioned Engine Information

Make: MOTIV	Model:	Year: 2019	Serial Number:
Fuel Type: OTHER	HP: 0	EPA Engine Family #:	

EXHIBIT C

PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) 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 Year, Make & Model*	Vehicle and Engine Serial Numbers*	Anticipated Annual NOx Reduction (tons)	Maximum Incentive Amount
SMAQMD Vehicle ID #: SMQV007662 2019 FORD E-450 2019 MOTIV		CMP: 0.00	\$100,000
SMAQMD Vehicle ID #: SMQV007686 2019 FORD E-450 2019 MOTIV		CMP: 0.00	\$100,000

<p>SMAQMD Vehicle ID #: SMQV007687 2019 FORD E-450 2019 MOTIV</p>		<p>CMP: 0.00</p>	<p>\$100,000</p>
<p>SMAQMD Vehicle ID #: SMQV007688 2019 FORD E-450 2019 MOTIV</p>		<p>CMP: 0.00</p>	<p>\$100,000</p>
<p>SMAQMD Vehicle ID #: SMQV007689 2019 FORD E-450 2019 MOTIV</p>		<p>CMP: 0.00</p>	<p>\$100,000</p>

SMAQMD Vehicle ID #: SMQV007690 2019 FORD E-450 2019 MOTIV		CMP: 0.00	\$100,000
Total		CMP: 0.00	\$600,000

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

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 equipment/vehicle(s)/engine(s) 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 equipment/vehicle(s) and engine(s) and/or emission control system(s) 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

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

Sean Martin, Assistant Superintendent Business Services

Printed Name and Title

Rescue Union School District

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

2390 Bass Lake Road

Address

Rescue, CA 95672

City/State/Zip Code

(530) 672-4312, pchahill.rescuesd.org

Area Code/Telephone Number and E-Mail Address

EXHIBIT F

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 he or she receives any political contributions totaling more than \$250 in the 12 months preceding the pendency of the contract award, and for three months following the final decision, from the person or company awarded the contract. 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: *(as of 11/19/2018; check for current list)*

Donald Terry	Susan Peters	Roger Gaylord III
Eric Guerra	Phil Serna	Steve Hansen
Sue Frost	Larry Carr	Jeff Harris
Patrick Kennedy	Mark Crews	Steve Ly
Don Nottoli	Albert J. Fox	

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)

Sean Martin, Assistant Superintendent Business Services
(TYPE OR WRITE APPROPRIATE NAME, TITLE)

Rescue Union 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-19-0030** 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 information in Exhibit C.

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 Section 3.1 (Term).

Approved by Rescue Union School District

(SAMPLE – DO NOT SIGN)

Sean Martin
Assistant Superintendent Business Services

Date: _____

Approved by the Sacramento Metropolitan Air Quality Management District

(SAMPLE – DO NOT SIGN)

Michael Neuenburg
Program Supervisor –Mobile Source Section

Date: _____

EXHIBIT Z
Section (ii)

SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM
VEHICLE INFORMATION FORM

SMAQMD Vehicle ID #: _____

Section 1: Existing Vehicle Information

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:		License Plate Number:	Fleet Identification #:

Section 2: Existing Engine Information

Make:	Model:	Year:	Serial Number:
Fuel Type:			HP:

Section 3: Existing Engine Retrofit System Information

Make:	Model:	Serial Number:
VDEC Strategy Family:		

Section 4: New or Replacement Vehicle Information

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:		License Plate Number:	Odometer Reading:

Section 5: New Engine or Reconditioned Engine Information

Make:	Model:	Year:	Serial Number:
Fuel Type:	HP:	EPA Engine Family #:	

EXHIBIT Z
Section (iii)

PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) 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 Year, Make & Model*	Vehicle and Engine Serial Numbers*	Anticipated Annual NOx Reduction (tons)	Maximum Incentive Amount
SMAQMD Vehicle ID #: SMQV007662 2019 FORD E-450 2019 MOTIV		CMP: 0.00	\$100,000
SMAQMD Vehicle ID #: SMQV007686 2019 FORD E-450 2019 MOTIV		CMP: 0.00	\$100,000

SMAQMD Vehicle ID #: SMQV007687 2019 FORD E-450 2019 MOTIV		CMP: 0.00	\$100,000
SMAQMD Vehicle ID #: SMQV007688 2019 FORD E-450 2019 MOTIV		CMP: 0.00	\$100,000
SMAQMD Vehicle ID #: SMQV007689 2019 FORD E-450 2019 MOTIV		CMP: 0.00	\$100,000

SMAQMD Vehicle ID #: SMQV007690 2019 FORD E-450 2019 MOTIV		CMP: 0.00	\$100,000
Total		CMP: 0.00	\$600,000

* SMAQMD will fill in information upon verification of project completion

SAMPLE



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[Careers](#) [Investor Relations](#) [Contact](#) 



WORK TRUCK

- 14,500 lbs GVWR chassis rating
- Available on Ford E-450 platforms
- Range up to 85 or 100 miles
- Top speed of 60 mph
- 106 / 127 kWh battery pack capacity
- Regenerative braking included
- On-board diagnostics standard
- Flexible inhibit function provides compliance with all local drive inhibit regulations
- High power accessory support for bed dump functions, AC power support, and other power accessories
- Single-Phase J1772 or Three-Phase Meltric options available
- Financing options available



RESCUE UNION SCHOOL DISTRICT

AGENDA ITEM: Electric School Bus Purchase – SJVAPCD Grant

BACKGROUND:

San Joaquin Valley Air Pollution Control District (SJVAPCD) is offering an Electric School Bus Incentive Program that provides monetary incentives for the replacement of existing diesel yellow school buses that transport public school children to and from school with all electric school buses. Eligible applicants are public school districts, Joint Power Authorities (JPA), and privately owned yellow school buses that are contracted with a public school to transport public school children. Applicants must obtain an executed contract from the SJVAPCD prior to the order or purchase of new all electric school bus.

STATUS:

Rescue Union School District qualified for the Electric School Bus Incentive Program for \$180,000 and the Board must approve the attached contract G-70029 with A&Z Bus Sales for the purchase of a Blue Bird Electric Bus to receive these funds.

Additionally these funds will be combined with funding from Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) which will fund an additional \$120,000 per vehicle. HVIP provides point-of-sale discounts to vehicle purchasers. HVIP works directly with truck and bus dealers to apply the voucher incentive at the time of purchase.

Bus #3 will be removed from inventory and crushed as part of the grant requirements.

FISCAL IMPACT:

The value of the SJVAPCD grant is \$180,000 and combined with the HVIP grant of \$120,000 the District will receive \$400,000 for this bus purchase. The contract amount is \$422,326.51 and the District will be responsible for \$22,326.51 from the general fund.

BOARD GOAL:

Board Focus Goal II – FISCAL ACCOUNTABILITY:

Keep the district fiscally solvent through prudent LCAP aligned budget processes in order to meet the needs of our students.

RECOMMENDATION:

District staff recommends the Board of Trustees approve the contract with A-Z sales for the purchase of an EV Blue Bird Bus.

May 17, 2019

Sean Martin
Rescue Union School District
2390 Bass Lake Rd.
Rescue, CA 95672

RE: Heavy-Duty School Bus Program Contract: G-70029

Dear Sean Martin:

Please find enclosed one (1) copy of the final executed contract 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 (to be sent at a later time)
Claims must be signed by appropriate signing authority. Only original signatures will be accepted.
- Submission of all invoices, cancelled checks, receipts, etc.
- Copy of insurance coverage (or letter of self-insurance)
- CHP form 343 or 343A

Applicants must not have paid for, or taken delivery of any parts prior to the contract execution date on the enclosed contract. Additionally, it is important that you follow all reimbursement procedures in the enclosed guidance document. Failure to follow the procedures will delay reimbursement.

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

Sincerely,

School Bus Staff
San Joaquin Valley Air District

Enclosures

Samir Sheikh
Executive Director/Air Pollution Control Officer

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 G-70029-A1

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

This Agreement, made this 16th day of May, 2019, between the San Joaquin Valley Unified Air Pollution Control District ("District") and **Rescue Union School District** ("Participant").

This Agreement is not effective until it is fully executed by all parties.

In consideration of their mutual promises, covenants, conditions, and the funds awarded under this Agreement, including compliance with the Statewide School Bus Program Guidelines and criteria incorporated herein by reference and all program requirements for the full term of the Agreement, the parties agree as follows:

1. PROGRAM

The purpose of this Agreement is to provide incentives to Participants in the District's Statewide School Bus Program. This Program will provide assistance to the California Air Resources Board (CARB) in their efforts to reduce diesel emissions and exposure throughout the State of California. Under this program, the District provides funds to replace diesel-fueled school buses with zero-emission electric school buses, which will reduce emissions of diesel particulate matter and other pollutants such as carbon monoxide and hydrocarbons. Participant has agreed to undertake such participation. Participant has also agreed to apply for Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) vouchers through HVIP approved vendors and dealers, which the Participant will then utilize towards their share-cost requirement.

2. DESCRIPTION OF VEHICLE(S)

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

- B. No payment shall be made toward new electric school bus other than as listed in Paragraph 2(A).
- C. Participant agrees that the current school bus as listed in **Exhibit B** as the vehicle to be replaced will be permanently removed from operation, scrapped and disabled and reported to the California Department of Motor Vehicles (DMV) as a dismantled bus.
 - Definition of scrap for the purpose of this Agreement is as follows: the engine must be permanently disabled by cutting a three-inch hold in the engine block (the part of the engine containing the cylinders) and disabling the chassis by cutting through the front and rear axles and cutting through the frame/frame rails on each side at a point located between the front and rear axles.

3. OBLIGATIONS OF DISTRICT

- A. District shall provide **up to \$180,000.00** dollars to Participant for the purchase of **one (1)** new electric school bus 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.
 - a. If financed, the District reserves the right to issue a two-party check, written out to the Participant and the obligee of the loan acquired to purchase the new electric school bus
- C. Funding shall only be allowed toward the purchase of the new electric school bus described in Paragraph 2(A), which complies with all program requirements, which must be met for the full five (5) year Project Implementation Phase.
 - a. Participant must receive prior approval by the District before purchasing a new electric school bus other than the new electric school bus described in Paragraph 2(A). If the Participant does not receive prior approval from the District for the purchase of the other new electric school bus, the District may deny the disbursement of project funds.
- D. Payment will be issued upon verification that the new electric school bus is purchased and program eligible including, but not limited to, verification that the new electric school bus is California Highway Patrol (CHP) safety certified, insured, and operating.

4. AGREEMENT TERM

- A. Project Completion Phase – Participant shall take delivery and place the new electric school bus into service **no later than August 1, 2019**. This includes

dismantling the current school bus and obtaining CHP inspection of the new electric school bus.

- B. Claim for Payment Request for Reimbursement: Participant shall submit a complete claim for payment request to be reimbursed for the purchase of the new electric school bus **no later than August 5, 2019**. The Claim for Payment and Reimbursement Procedures, including vehicle scrapping and post-inspection requirements, shall be provided to the Participant along with a copy of their fully executed Agreement.
- C. Project Implementation Phase – Participant shall own, operate, and maintain the new electric school bus according to the terms of this Agreement for a period of not less than **five (5) years** from the date in which the new electric school bus is 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.
- D. If the Participant cannot meet the five (5) year Project Implementation Phase, the Participant must notify the District in writing with justification explaining why the Project Implementation Phase cannot be met. The District will review the request and determine, in its sole discretion, whether to amend the Agreement to account for Participant's written request. Participant agrees to amend the Agreement as necessary, if requested by the District, to ensure the project is completed in a timely manner. Though the District agrees it will not unreasonably deny Participant's request, Participant understands that even with written justification; the District does not guarantee an amendment will be made to the Agreement to adjust Project Implementation Phase, and expressly reserves the right to deny such request. Participant may be subject to conditions in Paragraph 9 for noncompliance with Project Completion Terms.

5. ANNUAL REPORTING

- A. Participant shall submit annual reports on new electric school bus operation, 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(C).
- B. The first year annual report is due on the anniversary date of the purchase of the new electric school bus 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(C) and for a period of **three (3) years** after.

6. OBLIGATIONS OF PARTICIPANT

- A. Participant shall purchase the new electric school bus specified in Paragraph 2(A) and indicated in **Exhibit B**. It is the responsibility of the Participant to ensure the new electric school bus purchased through this Agreement meets all program eligibility requirements. Participant must ensure the new electric school bus purchased through this Agreement adheres to all the requirements set forth in Paragraph 2(A). If the Participant purchases a new electric school bus that does not meet program requirements, the District may deny the disbursement of project funds.
- B. The new electric school bus must undergo a CHP safety certification inspection after its purchase and prior to transporting children.
- C. The new electric school bus shall be operated and maintained according to the manufacturer's specifications.
- D. In the event the Participant does not complete the five (5) year Project Implementation Phase required by this Agreement, Participant shall refund to District a pro-rated incentive amount.
- E. The Participant is required to apply for Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project (HVIP) vouchers through HVIP approved vendors and dealers, which Participants must then utilize these funds towards their mandatory share-cost.
- F. If necessary, Participant shall obtain through other sources sufficient additional funds to purchase the new electric school bus specified herein.
- G. In the event Participant cannot obtain sufficient funds to complete the purchase of the new electric school bus, 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 as of the date of execution of this Agreement, it has not yet purchased and/or received delivery of the new electric school bus.
- B. Participant agrees that, for the five (5) year Project Implementation Phase plus **three (3) years**, District shall be allowed upon request to inspect the new

replacement school bus and/or records relating to the new electric school bus including but not limited to those listed in Exhibit C.

- C. For the purposes of this Grant Agreement, and required by the U.S. Environmental Protection Agency (U.S. EPA), buses include school buses of Type A, B, C and D. To be eligible as a school bus a vehicle must meet the definition of a school bus as defined by the National Highway Traffic Safety Administration. This definition includes, but is not limited to: 1) A bus that is used for purposes that include carrying students to and from school or related events on a regular basis; 2) be identified with the words "School Bus"; and 3) be painted National School Bus Glossy Yellow.
- D. Participant agrees that no funds awarded under this Agreement shall be used to replace school buses with engine model year 1994 or older or engine year or 2010 or newer.
- E. The vehicle and engine being replaced must be scrapped or rendered permanently disabled by a District approved Dismantler within ninety (90) days of being replaced, but no later than the Project Completion Phase date identified in Paragraph 4(A). Evidence of appropriate disposal is required to be submitted the District and includes a signed U.S. EPA Certificate of Destruction, and digital photos of the engine tag (showing serial number, engine family number, and engine model year) and the destroyed engine block. The District will work with the Participant to identify the appropriate District approved Dismantler. If the scrapped engine is sold, program income must be identified and disclosed to the District.
1. The engine must be permanently disabled by cutting a three-inch hold in the engine block (the part of the engine containing the cylinders).
 2. Disabling the chassis by cutting through the front and rear axles.
 3. Disabling the chassis will be completed by cutting through the frame/frame rails on each side at a point located between the front and rear axles.
 4. Digital photos must be in JPEG format with corresponding file names of the vehicle side profile, vehicle identification number (VIN), engine tag (showing serial number, engine family number, and engine model year), the intact engine block, the destroyed engine block, and chassis cut frame rails or other cut structural components as applicable.
- F. Participant agrees to complete and submit to the DMV a Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG 42) or a Non-Repairable Vehicle Certificate (REG 488C).

- G. Participant agrees that the gross vehicle weight rating of the new electric school bus shall be greater than 14,001 pounds.
- H. Participant agrees that the new electric school bus to be purchased shall, by a test method approved by the U.S. EPA or CARB, be new and certified for sale in California, or under an experimental permit for operation in California. The new electric school bus shall meet or exceed those requirements.
- I. Participant agrees that funds from this Agreement will not be used to fund contract services associated with the maintenance of retrofit devices.
- J. Participant agrees and represents that the new electric school bus is home based within the geographic boundaries of the state of California and shall remain so for the duration of the Project Implementation Phase specified in Paragraph 4(C).
- K. Participant waives all rights to any emission reduction credits that may accrue as a result of purchase of the new electric school bus. Any such potential credits shall be the sole property of District
- L. If the Participant intends to sell or transfer ownership of the new electric school bus in this Agreement during the Project Implementation Phase, as specified in Paragraph 4(C), the Participant must notify and receive written approval from the District prior to the sale or transfer of new electric school bus. In the event Participant sells or transfers ownership of said new electric school bus during the Project Implementation Phase to a buyer outside of the state of California, Participant shall return, if requested by District, pro-rated funds to the District.
- M. In addition to enforcement by District, the CARB, U.S. EPA, and California Department of Finance (DOF) as an intended third party beneficiary, reserve the right to audit and enforce the terms of this Agreement at any time during the Agreement term plus three (3) years.
- N. 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.
- O. Participant agrees that the project will comply with the Statewide School Bus Program and shall meet all program requirements for the five (5) year Project Implementation Phase of the Agreement, all of which are incorporated herein by reference.

- P. 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.
- Q. If applicable, the Participant agrees to be bound by all the provisions of California 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 California Labor Code Section 1771 are being met.
- R. 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. FEDERAL FLOWDOWN REQUIREMENTS

This Agreement is a sub-grant (also referred to as a sub-award) under the U.S. EPA Cooperative Agreement and Federal Award Identification Number (FAIN) 99T62501 with CARB. Therefore, the Participant must comply with the following federal terms and conditions including the applicable regulatory provisions of 40 CFR Chapter 1, Subchapter B.

A. Requirement for Data Universal Numbering System (DUNS) Numbers

1. Participant must provide District with its DUNS number.
2. **Data Universal Numbering System (DUNS) number** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

B. Definitions

1. **Executive** means officers, managing partners, or any other employees in management positions.
2. **Total compensation** means the cash and noncash dollar value earned by the executive during the Participant's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- a. Salary and bonus.
- b. Awards of stock, stock options and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- e. Above-market earnings on deferred compensation which is not tax-qualified.
- f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

C. Reporting of Total Compensation of Executives

1. **Applicability and what to report.** The Participant shall report the names and total compensation of each of the Participant's five most highly compensated executives for the Participant's preceding completed fiscal year, if:
 - a. in the Participant's preceding fiscal year, the Participant received:
 - (i.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and sub-awards); and (ii.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the

compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. **Where and when to report.** The Participant must report Participant executive total compensation described in Section 6(l)(1) of this award term:
 - a. To the District.
 - b. By the 15th of the month following the month that this Agreement is executed. For example, if an agreement is executed on any date during the month of October of a given year (i.e., between October 1 and 31), the Participant must report any required compensation information of the Participant by November 15th of that year.

D. Audit Requirements

In accordance with 2 CFR 200.501(a), the Participant as a sub-recipient of a federal award from a pass-through entity (ARB and District) hereby agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year beginning on or after December 26, 2014.

The Participant must submit the form SF-SAC and a Single Audit Report Package within nine months of the end of the Participant's fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: [https://harvester.census.gov/facides/\(S\(3wauez2yufokbe3engv0dtek\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(3wauez2yufokbe3engv0dtek))/account/login.aspx). For complete information on how to accomplish the single audit submissions, the Participant will need to visit the Federal Audit Clearinghouse Web site: <https://harvester.census.gov/facweb/Default.aspx>.

In addition, the Participant is required to:

1. Provide a written notification to District that an audit of the Participant was conducted in accordance with 2CFR 200.501(a);
2. Submit to District a copy of the form SF-SAC and Single Audit Report Package.

E. Sufficient Progress

District will measure sufficient progress by examining the performance required under the agreement in conjunction with the milestone schedule, the time

remaining for performance within the project period and/or the availability of funds necessary to complete the project. District may terminate the agreement for failure of the District to ensure reasonable completion of the project within the project period.

District may terminate this Agreement for failure of the Participant to ensure reasonable completion of the project within the project period described in Section 4.B, including any extensions.

F. Civil Rights Obligations

The provision obligates the Participant to comply fully with applicable civil rights statutes and implementing U.S. EPA regulations.

1. Statutory Requirements

- a. In carrying out this agreement, the Participant must comply with:
- b. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- c. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- d. The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

2. Regulatory Requirements

- a. The Participant agrees to comply with all applicable U.S. EPA civil rights regulations, including:
 - i. For Title IX obligations, 40 CFR Part 5; and
 - ii. For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 CFR Part 7.
 - iii. These regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator and providing notices of non-discrimination.

3. TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- a. As a recipient of U.S. EPA financial assistance, the Participant is required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the Participant agrees to use as a guide the Office of Civil Rights (OCR) document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons."

The guidance can be found at

[https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi.](https://www.federalregister.gov/documents/2004/06/25/04-14464/guidance-to-environmental-protection-agency-financial-assistance-recipients-regarding-title-vi)

- b. In accepting this Agreement, the Participant acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The Participant must be prepared to demonstrate to U.S. EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

G. Drug-Free Workplace

The Participant must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, the Participant must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

The consequences for violating this condition are detailed under Title 2 CFR Part 1536 Subpart E. Recipients can access the Code of Federal Regulations (CFR) Title 2 Part 1536 at www.ecfr.gov/.

H. Lobbying and Litigation

1. The chief executive officer of the Participant shall ensure that no grant funds awarded under this Agreement are used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Participant shall abide by their respective Cost Principles available at 2 CFR 200 which generally prohibit the use of

federal grant funds for litigation against the U.S. or for lobbying or other political activities.

2. The Participant agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Participant shall include the language of this provision in award documents for all sub-awards exceeding \$100,000, and require that sub-recipients submit certification and disclosure forms accordingly.
3. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the correct certifications or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
4. All contracts awarded by the Participant shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
5. Pursuant to Section 18 of the Lobbying Disclosure Act, the Participant affirms that it is not a non-profit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a non-profit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

I. Resource Conservation and Recovery Act (RCRA)

Consistent with the goals of section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the Participant may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

J. Procurement

The Participant will ensure all procurement transactions will be conducted in a manner providing full and open competition consistent with U.S. EPA regulations under 40 CFR Part 30.43, 31.36 or 35.6555, as applicable. In accordance with 40 CFR Part 30.45, 31.36(f) or 35.6585, as applicable, sub-grantees(s) must perform a cost or price analysis in connection with every procurement action, including contract modifications.

K. Utilization of Disadvantaged Business Enterprises

The Participant agrees to comply with the requirements of U.S. EPA's Disadvantaged Business Enterprise (DBE) Program in procurement under assistance agreements as set forth in 40 CFR Part 33. The U.S. EPA's DBE Rule can be accessed at <http://www.epa.gov/osbp>. In addition, the Participant agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under a federally funded grant agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply with 40 CFR Section 33.301. Records documenting compliance with the six good faith efforts shall be retained.

If Participant does not have an existing contract with an electrician, then the Participant must solicit for the services of an electrician, and while doing so, will comply with 40 CFR Section 33.301 and will retain records documenting compliance with the six good faith efforts in the same manner as the files that an applicant must retain as set forth in Appendix E of the 2008 Guidelines.

L. Contract Administration Provisions, 40 CFR Section 33.302

The Participant agrees to comply with the contract administration provisions of 40 CFR Section 33.302.

M. Use of Funds Restriction

1. **Mandated Measures:** The Participant agrees that funds under this Agreement cannot be used for emissions reductions that are mandated under federal law. This refers to specific compliance dates within the mandate, not when the mandate is passed. Voluntary or elective emissions reductions measures shall not be considered "mandated," regardless of whether the reductions are included in the State Implementation Plan of a State.
2. **Normal Attrition:** The Participant agrees that funds under this Agreement cannot be used for vehicle replacements that would have occurred through normal attrition/fleet turnover within three years of October 1, 2017.

3. No Fleet Expansion: The Participant agrees that funds under this Agreement cannot be used for the purchase of vehicles, engines, or equipment to expand a fleet. Engine, vehicle, and equipment replacement projects are eligible for funding on the condition that the following criteria are satisfied:
 - a. The replacement vehicle, engine, or equipment will continue to perform the same function and operation as the vehicle, engine, or equipment that is being replaced.
 - b. The replacement vehicle, engine, or equipment will be of the same type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment.
 - c. Highway: The replacement vehicle must not be in a larger weight class than the existing vehicle. The engine's primary intended service class must match the vehicle's weight class. Exceptions may be granted for vocational purposes, however the GVWR must stay within 10 percent of the engine's intended service class and any exceptions will require specific EPA approval prior to purchase.
 - d. The vehicle, equipment, and/or vehicle being replaced must be scrapped or rendered permanently disabled as specified in Paragraph 2(C) and Paragraph 7(E)(F).
4. Matching Funds: The Participant agrees that funds under this Agreement cannot be used for matching funds for other federal grants, lobbying, or intervention in federal regulatory or adjudicatory proceedings, and cannot be used to sue the Federal Government or any other government entity. Likewise, the Participant may not use federal funds as cost-share funds for the State Clean Diesel Grant Program, including funds received under the National Clean Diesel Emissions Reduction Program and federal Supplemental Environmental Project funds.
5. Emissions Testing: The Participant agrees that funds under this Agreement cannot be used for emissions testing and/or air monitoring activities (including the acquisition cost of emissions testing equipment), or research and development.
6. Fueling Infrastructure: The Participant agrees that no funds awarded under this Agreement shall be used for fueling infrastructure, such as that used for the production and/or distribution of biodiesel, compressed natural gas, liquefied natural gas, and or other fuels

7. School Bus Engine Model Year: The Participant agrees that funds under this Agreement cannot be used to retrofit, repower, convert or replace a school bus with engine model year 1994 and older or 2010 and newer, or replace school buses with engine model year 2007-2009 other than with an all-electric vehicle, or retrofit, replace, repower or convert school buses with engine model year 2010 or newer.
8. School Bus Vehicle Model Year: The Participant agrees that funds under this Agreement cannot be used to retrofit, repower, convert or replace a school bus with vehicle model year 1994 and older or 2010 and newer.

N. Delays or Favorable Developments:

The Participant agrees that it will promptly notify the District of any problems, delays, or adverse conditions which may materially impair its ability to deliver on the outputs/outcomes specified in the Agreement. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation. The Participant agrees that it will also notify the District of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

O. Employee and/or Contractor Selection

District will not help select employees or contractors hired by the Participant.

P. Program Income

- a. Program Income: As defined at 2 CFR 200.80 means gross income received by the grantee or sub-grantee that is directly generated by a grant supported activity or earned as a result of the Federal award during the period of performance. Under Diesel Emission Reduction Act (DERA) grants, such as this one, program income is generally limited to the sale of scrapped or remanufactured engines/chassis or salvaged engine/vehicle/equipment components and does not include revenue generated by recipients or sub-recipients through the commercial use of vehicles and equipment purchased with grant funds. "Period of performance" is the time between the start and end dates of the period of performance as included in the Federal award. Program income earned during the project period shall be retained by the District and, in accordance with c CFR 200.307 the District is authorized to use program income as follows:
 - i. Program income may be added to the Federal award by U.S. EPA and CARB and used to further eligible project or program

objectives. The program income shall be used for the purposes and under the conditions of the grant agreement.

- ii. Program income may be used to meet the cost sharing or matching requirement of the Federal award, including any mandatory or voluntary cost-share. The amount of the Federal award remains the same.
 - iii. Deducted from the total allowable costs to determine the net allowable costs on which the federal share of costs is based.
- b. Records: The Participant will maintain records adequate to documents the extent to which transactions generate program income and submit that documentation to the District along with the claim for payment request packet.

Q. Equipment Use, Management, and Disposition

The Participant agrees the equipment acquired under this Agreement will be subject to the use and management and disposition regulations at 2 CFR 200.313.

Equipment is defined as tangible personal property having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of \$5,000, or the capitalization level established by the non-Federal entity for financial statement purposes (see 2 CFR 200.12 Capital assets). Certified or verified technologies, vehicles, engines and non-road equipment are considered to be equipment to the extent they fall within this definition.

The Participant agrees that after August 31, 2019, the sub-grantees will continue to use the equipment purchased under this Agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by the Federal award.

R. Procurement and Sub-Grant Procedures

The Participant must follow applicable procurement procedures. District will not be a party to these transactions. When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements and from its non-Federal funds. The state will comply with 2 CFR §200.322 Procurement of Recovered Materials, and ensure that every purchase order or other contract includes any clauses required by 2 CFR §200.326 Contract provisions. All other non-Federal entities, including sub-recipients of a state, will follow 2 CFR §200.318 General Procurement Standards through §§200.326 Contract Provisions.

9. REPERCUSSIONS FOR NONPERFORMANCE

- A. The Participant must operate the new electric school bus purchased through this Agreement according to the terms of the Agreement and cooperate with the District and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable.
- B. Repercussions for noncompliance with the requirements, terms, and conditions set forth in this Agreement shall result in, including but not limited to, the District cancelling the Agreement with Participant and recapturing project funds in proportion to any loss of emissions reductions as agreed to in this Agreement.
- C. District and CARB have authority to seek any remedies available under the law for noncompliance with the requirements and nonperformance with the Agreement. District may consider unforeseen circumstances beyond the Participant's control in determining repercussions for nonperformance.
- D. CARB, as an intended third party beneficiary, reserves the right to enforce the terms of this Agreement at any time during the contract term to ensure emission reductions are obtained.

10. 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.

11. INSURANCE

Participant shall insure the electric school bus in an amount no less than the full replacement value of the bus 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 five (5) year Implementation Phase of this agreement.

12. 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 thirty (30) days' prior written notice.

13. 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.

14. 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.

15. 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 operation of equipment that is purchased by the Participant, with funds from this Agreement, save and except claims or litigation arising out of the sole negligence or sole willful misconduct of the District.

16. 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 (Paragraph 26) 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**).

17. NOTICES

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

PARTICIPANT

Sean Martin
Asst, Supt. of Business Services
2390 Bass Lake Rd.
Rescue, CA 95672

DISTRICT

Samir Sheikh
Executive Director/APCO
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.

18. 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.

19. 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.

20. 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.

21. TIME IS OF THE ESSENCE

It is understood that for Participant's performance under this Agreement, time is of the essence. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. CERTIFICATION REGARDING LOBBYING

The Participant certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, an Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan the entering into of any cooperative agreement, and the extension continuation renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Participants shall require that the language of this certification be included in the award documents for all sub-awards exceeding \$100,000 at all tiers (including sub-contracts, sub-grants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

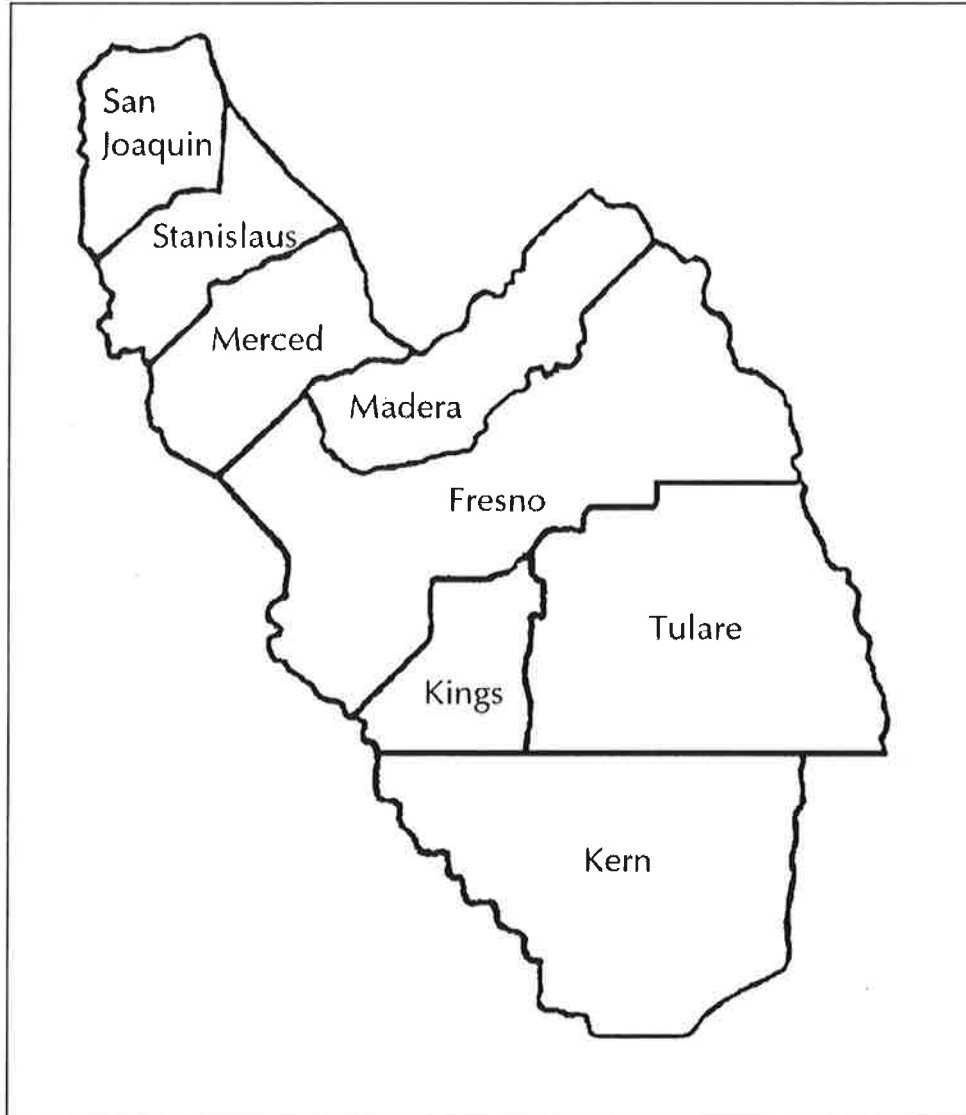


EXHIBIT A

G-70029-A1
Rescue Union School District

	Current Bus	New Bus
Make:	Thomas	Blue Bird
Model:	Freightliner	T3RE
VIN:	4UZABPDK09CAC8664	
Year:	2009	2019
Fleet ID:	3	
	Current Engine	New Engine
Make:	Detroit Diesel	TM4
Model:	OM926LA	LSM200C-HV3000
Serial #:	926961S0010951	
Year:	2008	2019
HP:	350	315
GVWR:	22,000	36,200
EPA Family Name:	8DDXH07.2DJC	KBBB2VOCVEHD
Fuel:	DSL	ELECTRIC

Equipment Usage	
Average Annual Mileage:	2,000
Geographic Area:	El Dorado
Project Life (reporting length):	5

Estimated Eligible Cost*	Grant Amount
\$422,326.51	\$180,000.00

*Estimated Total Cost may differ from the final invoice amount.

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 electric school bus
- Copy of the CARB certification executive order for the engine of the new electric school bus in the purchase order
- Itemized Invoices
- Proof of payment
- Copy of the Inspection Approval Certificate (CHP 292) for the new electric school bus
- Copy of the registration for the new electric school bus
- Photographs 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 electric school bus.
- Documentation of the disposal of the current school bus. This documentation must include:
 - A copy of the DMV Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG 42); and
 - A signed U.S. EPA Certificate of Destruction
 - A letter signed and dated by a representative of the entity that dismantled the current school bus. The letter must state that the vehicle and engine were dismantled in accordance with the definition of “dismantle” set forth in Paragraph 2(C) and Paragraph 7(E). In addition, the letter must include the following information for each dismantled bus:
 - The Vehicle Identification Number (VIN), 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 (3) years.

EXHIBIT C



Acct Manager: Gabe Hightman
 Cell: (408) 688-4774
 Fax: (951) 781-9806
 Email: ghightman@a-zbus.com

Vehicle Quotation

18598

3418 52nd Ave. Sacramento CA 95823
 (800) 458-6363
www.A-ZBus.com

January 30, 2019

Company: Rescue Union School District
Mailing Address: 2390 Bass Lake Rd
 Rescue, CA 95672

Attn: Pat Cahill
Phone: (530) 672-4312 **Fax:**
Email: pcahill@rescueusd.org

Model: Blue Bird T3RE 3904
Quantity: 1
GVWR: 36,200
Eng: ELECTRIC
Fuel Type: Electric
Capacity: 78 Amb 0 WC 0 CRS 0 VAR WC

Model Year: 2019
Wheel Base: 259"
Trans:
Susp: Spring/Spring
Brakes: Air Disc
AC: Yes
Uph: Blue

Body, Accessories

- 1 AIR HORN,MOUNTED UNDER FLOOR
- 1 CONSOLE MOUNT,ARM REST
- 1 HOLDER,CUP
- 1 HORN,BACKING SAFETY,112 DB

Body, Air Conditioning

- 1 A/C PREP, ROOF TOP, ELECTRIC BUS

Body, Compartments

- 1 BATTERY COMPARTMENT,ROLLER TRAY,CHAS MTD
- 1 COMPARTMENT,STORAGE,OVERHEAD,LOCKNG
- 1 LATCH,LOCKING,DOOR BATTERY CMPT

Body, Construction

- 1 BODY CONSTRUCTION FM/CMVSS 221
- 1 STEPWELL PROTECTION
- 1 STEPWELL, GALVANIZED

Body, Doors

- 1 BUZZER,L/H SIDE EMERG DOOR
- 1 DOOR CONTROL,AIR PWR,MOM SW,2-POS
- 1 DOOR,ENGINE CMPT,SOLID
- 1 DOOR,ENT,OUTWARD OPENING W/AIR ACTUATOR
- 1 EMERGENCY DOOR LS 28IN
- 1 HANDRAIL,ENT DR,BARRIER 3.25 - 5.25
- 1 LATCHES,LOCKABLE,ACCESS DOORS
- 1 LIGHT,PILOT,EXIT
- 1 LOCK,SECURITY,ENT DOOR
- 1 RETAINER SIDE EMERG DOOR LH
- 1 SLIDING BOLT VANDAL LOCK - SED
- 1 SPRING,GAS,NON-LOCKING
- 1 VANDAL LOCK - REAR EMERGENCY WINDOW
- 1 YELLOW ENTRANCE DOOR

Body, Electrical

- 1 CIRCUIT PROTECTION,BREAKERS,MANUAL

RESET

- 1 CIRCUITS,SPARE,BODY HARN,TWO,14 GA
- 1 POWER,BAT CONTROL,CLER/CSTR/ID LGTS
- 1 POWER,BAT CONTROL,DOMI LIGHTS
- 1 POWER,BAT CONTROL,ENTRANCE DOOR
- 1 POWER,BAT CONTROL,WARNING LIGHTS
- 1 WIRING,VIDEO MONITORING SYSTEM

Body, Fans

- 1 FAN,AUXILIARY,UPPER CENTER,6"
- 1 FAN,AUXILIARY,UPPER LEFT,6"

Body, Floor

- 1 COVERING,FLOOR,RUBBER,BLACK
- 1 PLYWOOD FLOOR 1/2IN THICK
- 1 PLYWOOD FLOOR SCREWED DOWN
- 1 STEEL FLOOR TRIM
- 1 STEPTREADS,ENT DR,N/ABR,WHITE NOSING
- 1 TRIM,AISLE,ALUMINUM
- 1 WEAR PLATE,ENT DR,RUBBER,WHITE NOSE

Body, Headroom

- 1 77IN HEADROOM REAR ENGINE

Body, Heaters

- 1 HEATER,12K,DRIVERS
- 1 HEATER,50K,LH,REAR,F/M
- 1 HOSE,HTR,EPDM,W/CT CLAMPS
- 1 PUMP,HEATER WATER

Body, Insulation

- 1 ACOUSTIC HEADLINING FULL LENGTH
- 1 INSULATED DRIVERS AREA
- 1 INSULATION,BODY,FIBERGLASS,ADDITIONAL
- 1 INSULATION,BODY,POLYESTER/FIBERGLASS
- 1 INSULATION,ENTRANCE DOOR HEADER

Body, Lettering/Decals

- 1 'STOP WHEN RED LIGHTS FLASH'

1	EMERGENCY DOOR ARROWS
1	LETTERING,"SCHOOL BUS" 8"/1" STROKE
4	LETTERING,EMERGENCY EXIT,ABOVE EXIT
4	LETTERING,EMERGENCY,EXTERIOR,VINYL,BLACK
4	LETTERING,EMERGENCY,INTERIOR,VINYL,BLACK

Body, Lights

1	CONTROL,STROBE,S/CONT,W/PILOT
1	DAYTIME RUN LGTS,W/ P/BRAKE DEACTIVATE
1	DOME,2 ROW/2 SWITCHES,F & R,CONFIG
1	DOOR SWITCH,STEPWELL LIGHT
1	LAMPS,HAZARD,2-AMBER,6IN,ENG CMPT
1	LIGHT,2 DOME,DRIVERS,LED,SEPARATE SW
1	LIGHT,4" BACKUP,LED,VANDAL RESIST
1	LIGHT,4" LED,STOP/TAIL,VANDAL RESIST
1	LIGHT,7" STOP/TAIL,LED
1	LIGHT,STEPWELL,LED,ADA
1	LIGHT,STROBE,SELF-CONT,LED,CLEAR
1	LIGHTS,CL/MK,LED,2 AMBER,2 RED
1	LIGHTS,DIR,FRONT AMBER LED
1	LIGHTS,DIR/MKR,SIDE,LED,FRT,BELT
1	LIGHTS,DIR/MKR,SIDE,LED,REAR,BELT
1	LIGHTS,DIRECTIONALS,RR,AMBER LED
1	LIGHTS,DOME,120 LUMENS,LED
1	LIGHTS,ID,GROMMET MOUNT,LED
1	LIGHTS,MKR,LED,INTERMEDIATE
1	LIGHTS,WARN,LED,8-LGT,AMB/RED
1	LOCATION,STROBE,4 FEET FROM REAR OF ROOF
1	MARKER LGT CONTROL,STEPWELL LGT
1	PILOT,STROBE LIGHT,ADDITIONAL INDICATION
1	WIRING,DIR,SIDE,FRONT,BELTLINE
1	WIRING,DIR,SIDE,REAR,BELTLINE

Body, Mirrors

1	CAMERA,SYSTEM,BACK UP VIEW
1	HEATED MIRROR,EXT,15 MIN TIMER
1	MIRROR,CROSSVIEW,EYE-MAX LP
1	MIRROR,EXT,OPEN VIEW,ES SPLIT SYSTEM
1	MIRROR,REARVIEW,INT 6X30,W/MONITOR
1	MIRROR,REARVIEW,REMOTE CONTROL

Body, Mud flaps

1	FENDERS FRONT RUBBER
1	FENDERS REAR RUBBER
1	FLAPS FRONT, FULL LENGTH
1	FLAPS REAR WITH BB LOGO
1	FLAPS,FRONT OF REAR WHEELS
1	REAR MUDFLAP EXTENSION

Body, Paint

1	EXTERIOR SOLID NSBY
1	PAINT DESIGN,BRIGHT WHITE ROOF,12.5 IN
1	PAINT FRONT BUMPER
1	PAINT REAR BUMPER
1	PAINT, INTERIOR, ASTRO WHITE
1	PAINT,BACKGRND,WARN LGT,BASE COLOR
1	PAINT,RUBRAILS ONLY,FULL WIDTH BLACK

Body, Radio

1	RADIO,AM/FM/USB/MP3 W/PA
1	SPEAKER,DLX,8 SPKR SYS W/WIRING
1	SPEAKER,O/S,UND FLR,W/WIRING
1	WRG,2-WAY RADIO,CTR DASH MNT(07829)

Body, Reflectors

1	3" REFLECT,FRONT,INT & REAR,3M DIA GRADE
2	VINYL,REFL,P/O WINDOW YELLOW,3M
2	VINYL,REFL,ROOF HATCH,WHITE,3M
1	VINYL,REFL,RR EMER WDW YELLOW,3M
1	VINYL,REFL,SD EMER DR YELLOW,3M

Body, Rub rails

1	END CAP,RUB RAIL,STAMPED STEEL
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Body, Safety Equipment

1	FAK,CALIFORNIA,METAL CASE
1	FE 5 LB DRY W/HOSE (DRIVERS CPT)
1	HOLDER,CERTIFICATE,7-5/8 X 9-1/4
1	PACKAGE,STATE,CALIFORNIA
1	TRIANGULAR WARNING DEVICE FLOOR

Body, Seats

1	ARMREST,RH,DRIVER,SEAT,NATIONAL
2	BARRIER, 39 INCH HIGH BACK
24	CUSHION,SEAT, STANDARD, REBOND FOAM
1	D/SEAT,NATIONAL,PREM,AIR,MORD,CHAR
24	MODULE, CUSHION, ASSY, TILT W/FLEX MAT, SEAT
26	MODULE,SEAT,CEW,COLOR,BLUE
1	PANEL,MODESTY,BARRIER,DRIVER,LH
1	PANEL,MODESTY,BARRIER,ENT DOOR
1	S/BELT,DRV,3PT,SGL RET,BUZ/WRN LT, ORANGE
2	SEAT, 39, 3-PT BELT, DAVENPORT
22	SEAT, 39, CONVERT, 3-PT BELT
1	SEAT, 39, CONVERT, FLIP, 3-PT BELT
1	SEAT,39,CONVERT,3-PT BELT, FULL FM
2	UPH,FIRE BLOCK,BLUE,BARRIER

Body, Side Panels

1	GALVALUME I/S PNL,FULL HEM, TEXTURIZED
1	PANEL,SIDE,16 GA,25 3/4 SKIRT

Body, Step

1	FORWARD GRABRAIL
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Body, Stop Arms

1	LOCATION,STOP ARM,REAR
1	STOP ARM,ELEC,LED,HI-IN,CLUSTER
1	WIRING,S/ARM,ELECT W/INDEP FLSHR

Body, Sun Visor

1	VISOR,ACRYLIC,LEFT SIDE,ADJUST,OPAQUE
---	---------------------------------------

Body, Switches

1	SWITCH,NOISE SUPPRESSION,LATCHING
---	-----------------------------------

Body, Vents

2	DELETE,ROOF HATCH BUZZER
2	VENT,SPECIALTY,PROLO

Body, Warning Systems

1	CONTROLS,CONFIG,W/L,OPT #4,8-LGT,RH
1	HOODS,WARNING LIGHTS,INDIVIDUAL
1	INDICATOR,W/L SYSTEM,AMBER/RED
1	LIGHTS,PILOT,W/L SYSTEM,LOC,RH
1	SEQUENCE,W/L SYSTEM,NON-SEQUENTIAL
1	SWITCH,DOOR CONTROL,LOC,RH
1	SWITCH,EMERGENCY OVERRIDE
1	SWITCH,W/L MASTER,LOC,RH

1	SWITCH,W/L START,LOC,RH	1	RESERVOIR,ADDITIONAL WET TANK
1	SWITCH,W/L START,MANUAL	1	VALVE,DRAIN,MANUAL,AIR TANK
1	SWITCH,W/L,EM OVERRIDE,LOC,RH		
1	SWITCH,W/L,MASTER, GREEN PILOT		
1	SYSTEM,WARN,8-LGT,N/SEQ		
1	WIRING,W/L SYSTEM,14 GA		
Body, Windows			
1	BUZZER,MID SEC,P/O WINDOW		
1	BUZZER,REAR EMERG WINDOW		
1	GLASS,ENT DR,LOWER,TINT,LAM		
1	GLASS,ENT DR,UPPER,TINT,LAM		
1	GLASS,SIDE EMER DR,DK TINT,TEMP		
1	WDO ASSY,DRVR, GREEN TINT,LAM,BLK		
1	WINDOW,REAR EMERG,DK TINT,TEMP		
1	WINDOW,REAR EMERGENCY		
23	WINDOW,S/S,12",TEMP,TINT,BLK		
2	WINDOW,S/S,P/O,12",TEMP,TINT,BLK		
2	WIRING,P/O WINDOW,DRS BUZ ONLY		
Body, Windshield / Accessories			
1	2 PC CURVED TINTED W/S		
Body-Base			
1	ALL AMERICAN		
Chassis, Alternator			
Chassis, Axles			
1	AXLE,REAR,23K LBS,5.29		
1	AXLE,STEER,HENDRICKSON NXT,14600 LBS		
1	LUBRICATION,OIL,PETROLEUM,AXLE		
1	SPACER,SPRNG,2IN,FRONT SUSP		
1	SUSPENSION,SPRG,FRT,SOFTEK,14600		
1	SUSPENSION,SPRG,REAR,2-STAGE,23000		
Chassis, Batteries And Accessories			
1	ACCESSORY POWER SOCKET W/CAP,BATTERY		
1	BATTERY,AUXILIARY,GROUP 31,ONE,700 CCA		
1	SWITCH,BATTERY DISCONNECT		
Chassis, Brakes			
1	BRAKES,AIR DISC,BENDIX		
1	BRAKES,ANTI-LOCK(ABS),AIR		
1	DRYER,AIR,BENDIX AD-IP		
1	PEDALS,ADJUSTABLE		
Chassis, Controls			
1	SWITCH,IGNITION,KEYED ALIKE		
Chassis, Cooling System			
1	HOSE,COOL,RUBBER,PREM,W/CONST TENS CLMP		
Chassis, Engines / Transmissions			
1	BATTERY SYSTEM,DRIVE MOTOR,150 KW		
1	DELETE CRUISE CONTROL		
1	GOVERNOR,ROAD SPEED,65 MPH		
1	MOTOR,DRIVE, TM4,260HP@2176LB-FT		
1	REPORT, TELEMATICS, HVIP		
Chassis, Exhaust			
Chassis, Fuel System			
1	FUEL TANK DOOR,SPRING LOADED		
Chassis, Instruments			
1	GAUGE,SPEEDOMETER, MILES		
Chassis, Tires and Wheels			
1	CERTIFICATION,4-WHEEL ALIGNMENT		
1	TIRE,MICHELIN,12R22.5 XZE LRH		
1	WHEELS,ALUMN,8.25/22.5 DSC HUB-PLTD		
Chassis, Tow Hooks			
1	TOW HOOKS, FRONT		
Chassis, Wheelbase			
1	WHEELBASE,259 INCH		
Warranty, Extended			
1	WARRANTY L3 IN LIEU OF SB,5 YR		

Distributor Options

1	Lettering
1	Hand held stop sign & holder
1	FE/FAK/Decals - CA specs
1	Electric Air Drains located in driver's compartment
1	Child Check-Mate system - Meeting CA Requirements
1	Fog lights in front bumper
1	Add exterior 7" white LED stepwell light
1	Gatekeeper Camera System with GPS and WiFi and Auto awake
1	BB Roof mount In-Line AC system

Unit Price:	\$393,777.63
Taxable Amount:	\$393,777.63
7.250 % Sales Tax Total:	\$28,548.88
License:	N/A
Total Per Bus w/tax included:	\$422,326.51
Grant Per Bus:	\$0.00
Trade In Per Bus:	\$0.00
Deposit Per Bus:	\$0.00
Revised Total after discounts:	\$422,326.51
Extended Amount for 1 Unit(s):	\$422,326.51
Deduction Extended Amount for 1 Unit(s):	\$0.00
Grand Total:	\$422,326.51

Signature: _____

Name: _____

Title: _____

Date: _____

By: Gabe Hightman
A-Z Bus Sales, Inc.

All pricing valid for 30 days, or availability of stock units at time of purchase order. Prices quoted herein are based upon Federal, State, and Local Laws and Regulations governing truck equipment and performance levels in effect as of the date hereof. Buyer will pay for any equipment or performance changes, modifications, or additions required by any changes in such laws or regulations subsequent to the date hereof at the increased cost to Seller.

*All pricing is based upon the Waterford Unified School District piggyback bid awarded to A-Z Bus Sales. A copy of all piggyback bid documents is available from A-Z Bus Sales, Incorporated.

***Notice of Intent to Purchase:**

By signing this vehicle quotation above, it signifies the intent of Rescue Union School District to purchase the vehicle(s) as listed on this document, from A-Z Bus Sales, Inc. This purchase is based on this Vehicle quotation and is subject to approval by our School Board at their _____ (date) Board meeting. _____ (Initial Here)

WATERFORD USD CO-OP BID #01/17 PRICE RECONCILIATION

Blue Bird T3RE3904S Electric 315 HP Drivetrain 78 Pax AC

Base Waterford co-op pricing	\$157,625.18
2018 Waterford increase	\$7,881.26
24a.) Standard 3 head camera system, installed	\$3,020.00
24c.) Additional camera head Qty (2)	\$1,038.00
29) Fog lights in front bumper -Standard	\$310.00
43e.) A/C Transit style roof mount system	\$17,383.00
43f.) A/C Compressor	\$2,709.00
48) Electric drivetrain conversion package	\$270,000.00
Discount	(\$66,188.81)
Total per bus + sales tax	\$393,777.63

Standard Options Included in base price:

Lettering	Standard
FE/FAK/Decals - CA specs	Standard
Hand held stop sign & holder	Standard
Fog Lights in fron bumper	Standard
Child Check-Mate system - Meeting CA Requirements	Standard



EDI Standard Limited Warranty

1. EDI warrants during the Warranty Term that the Product: (i) will be of merchantable quality and free from defects in material and workmanship, (ii) will conform to the Specifications and all standards set forth by the United States Department of Transportation, including Federal Motor Vehicle Safety Standards and any other applicable U.S. federal, state and local laws applicable to the Products or services, in effect at the time of manufacture, and (iii) will be fit for the intended use of the Product.
2. Warranty Term
 - 2.1. The “**Warranty Term**” for all EDI drive system components, except the battery, shall mean the lesser of (A) five (5) years from the date the Product is delivered, or (B) one hundred thousand (100,000) miles.
 - 2.2. The “**Warranty Term**” for the battery, shall mean the lesser of (A) five (5) years from the date the Product is delivered, or (B) one hundred thousand (100,000) miles.
3. This warranty will cover full repair or replacement costs including the cost of diagnosis, labor, parts, for the system that is covered by the factory warranty and is proven defective during the Warranty Term.
4. Warranty obligations do not apply to conditions resulting from tampering, abuse, neglect, unauthorized modifications, or improper maintenance; or any other item listed under “What is Not Covered” in the factory warranty guide.
5. As a condition of this warranty, Customer is responsible for properly using, maintaining and caring for the system as defined in the Owner’s Manual (provided by EDI with the Product). EDI recommends that records be kept of all repairs and maintenance performed to the Product.
6. To obtain warranty repairs, contact EDI Technologies at 1 408 905-5040 8:00 am to 4:00 pm PST M-F and a representative will provide assistance to help resolve issues.

If during the warranty period Customer becomes aware of any defect covered by EDI’s warranty, Customer shall promptly give written notice of the defect to EDI under EDI’s Return Material Authorization (RMA) process and make the product available for inspection. Upon receipt of a RMA number and shipping instructions from EDI, Customer shall return the product to EDI. Returned products will not be accepted by EDI without a RMA number. Upon receipt of the product, and subject to availability and production scheduling, EDI shall at its option either repair or replace any defective product within 60 days. Customer shall pay all costs of shipping the product from Customer to EDI and returning the product to Customer. EDI shall be responsible for the shipping of a replacement product.

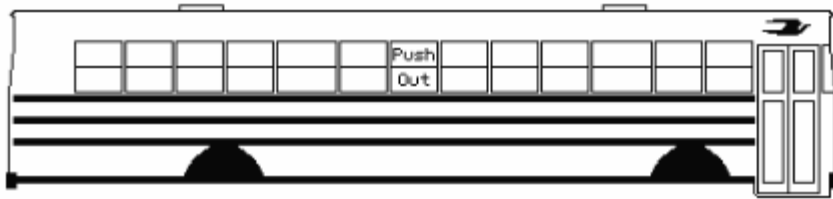
7. **THE WARRANTY ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY. EDI MAKES NO OTHER EXPRESSED OR IMPLIED WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE MASTER AGREEMENT, EDI HEREBY DISCLAIMS ALL EXPRESSED OR IMPLIED WARRANTIES, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OR FITNESS FOR A PARTICULAR PURPOSE.**

Blue Bird EV Specification Sheet

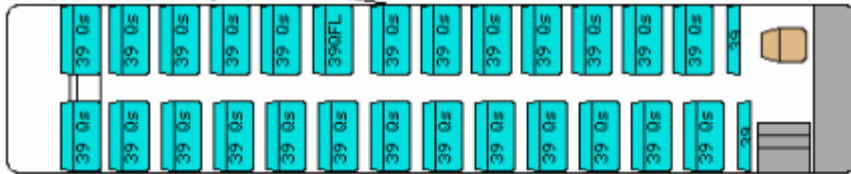


Parameters	Specification
Base Chassis	Blue Bird Type D T3RE and Type C Vision BBCV Chassis
GVWR	Up to 36200 lbs
Drivetrain	High Efficiency Electric Drive- Direct Drive
Electric Motor	TM4 LSM200C-HV3000
Peak/Continuous Torque	2950/1055 Nm (Cummins ISL9 Peak 260-380HP = 976-1695)
Peak/Continuous Power	235/145 kW (Cummins ISL9 Peak 260-380HP = 194-283kW)
Battery Chemistry	NMC (Nickel-Manganese-Cobalt)
Battery Capacity	160 kWh
Peak/Continuous Grade	20% / 17%
All-Electric Range	Up to 120 miles
Top Speed	Up to 65 mph
0-60mph Acceleration	<45 sec
100% Charge Time	Approx. 8 hours (160Kwh/ 19.2 kW = 8.33 hours full charge)
Charging System	Level 2 charger/ SAE J1772 (Same as Chevy Volt)
Heat/Cool System	State and customer specifications

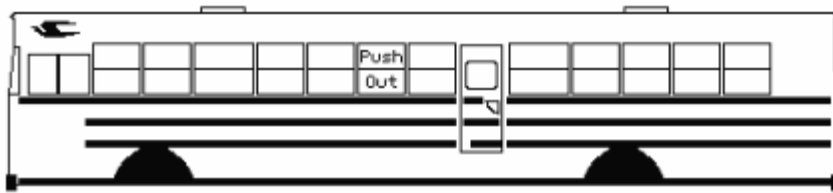




SP: 18094 T3RE 3904, 78 CAP



BP: 5011345 T3RE 3904 259 WB

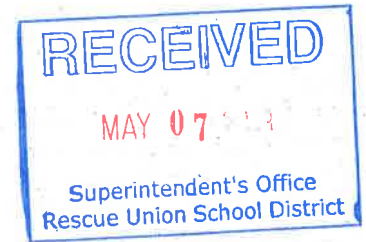




Dustin Haley
PRINCIPAL

Rescue Union School District
RESCUE ELEMENTARY SCHOOL

"Nurturing the Love of Learning"



May 3, 2019

Intel Corporation
C/O The Benevity Community Impact Fund
Rescue, CA 95672

Dear Ladies and Gentlemen,

On behalf of the students and staff of Rescue School, I would like to thank you for the generous donation of \$5,840.00 to our school through the Intel Involved Volunteer Matching Grant Program (VMGP). Through your generosity we will be able to update our technology and classroom resources.

Thank you so very much for supporting Rescue School!

Sincerely,

Dustin Haley
Principal