

Lake Tahoe Unified School District

FIRST AMENDMENT TO FUNDING AGREEMENT #138-F1411

THIS FIRST AMENDMENT to that Funding Agreement #138-F1411 made and entered into by and between the El Dorado County Air Quality Management District, a county air quality management district formed pursuant to California Health and Safety Code section 40100, et seq. (hereinafter referred to as "AQMD"), and Lake Tahoe Unified School District, (hereinafter referred to as "District");

RECITALS

WHEREAS, District has been engaged by AQMD to perform all activities and work necessary to complete the AB 923 Funding Application, School Bus Retrofit work Plan and Schedule pursuant to Funding Agreement #138-F1411, dated September 10, 2013, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend Exhibit A and **ARTICLE 3, Reimbursement/Funding Cap**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, AQMD and District mutually agree that Agreement #138-F1411 shall be amended a first time, as follows:

Exhibit A is replaced in its entirety with an Amended Exhibit A, attached hereto and incorporated herein by reference. All references to Exhibit A throughout the Agreement are substituted with Amended Exhibit A.

ARTICLE 3, Reimbursement/Funding Cap, of the Agreement is amended in its entirety to read as follows:

3) REIMBURSEMENT / FUNDING CAP

- a) AQMD will reimburse the DISTRICT for the cost of the Project in an amount not to exceed **\$186,171** as follows:
 - i) If the funding identified above does not cover the total cost of the Project as outlined in the Proposal, DISTRICT shall obtain through other sources sufficient additional monies to fund the total cost of the Project as outlined in the Proposal. Proof of such additional monies in the form required by AQMD shall be submitted to AQMD for approval prior to starting any work under this Agreement. In the event funding from other sources for the total cost of the Project is not received by DISTRICT, AQMD reserves the right to terminate or renegotiate this Agreement in its sole discretion.
 - ii) The total obligation of AQMD under this Agreement **SHALL NOT EXCEED One Hundred Eighty Six Thousand, One Hundred Seventy One Dollars and 00/100 (\$186,171)** inclusive of all applicable sales taxes and use taxes.

iii) In no event shall funding under this Agreement exceed the applicable funding cap set forth in the LESBP Guidelines.

b) PAYMENTS

- i) AQMD shall reimburse DISTRICT pursuant to the requirements of 2008 LESBP Guidelines (Chapter V, Section N) as summarized in Amended Exhibit A, after itemized invoices and verification are submitted to El Dorado County Air Quality Management District, Attention: Dave Johnston and such invoices and verification are approved by AQMD as set forth below. Said invoice shall set forth in detail the work completed pursuant to this Agreement.
- ii) After receipt and approval of itemized invoices and supporting documentation and after verification by the APCO that DISTRICT has satisfactorily completed the work for which compensation is sought and that the work is in accordance with Amended Exhibit A attached hereto, AQMD will issue payment to DISTRICT within forty-five (45) calendar days of approval and verification. Submitted documentation must include the original invoice from the DISTRICT to AQMD for the amount allowable under the LESBP.
- iii) The amount to be paid to DISTRICT under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the DISTRICT. The DISTRICT shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.
- iv) It is understood that all expenses incidental to DISTRICT'S performance of services under this Agreement shall be borne exclusively by DISTRICT.
- v) In no event shall reimbursement paid by AQMD to DISTRICT for the performance of all services and activities under this Agreement exceed the amount set forth in Section 3 above.

c) SURPLUS FUNDS

Any funding under this Agreement, which is not expended by DISTRICT or subject to reimbursement to DISTRICT pursuant to the terms and conditions of this Agreement shall automatically revert to AQMD. Only expenditures incurred by the DISTRICT in the direct performance of this Agreement will be reimbursed by AQMD. Allowable expenditures under this Agreement are specifically established and included in Amended Exhibit A.

Except as herein amended, all other parts and sections of Funding Agreement #138-F1411 shall remain unchanged and in full force and effect.

Requesting Agreement Administrator Concurrence:

By: 
Dave Johnston
Air Pollution Control Officer

Dated: 10/16/15

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Funding Agreement #138-F1411 on the dates indicated below.


--COUNTY OF EL DORADO
AIR QUALITY MANAGEMENT DISTRICT--

By: 

Dated: 11/10/15


Board of Directors
"AQMD"

Attest:
James S. Mitrison
Clerk of the Board

By: 
Deputy Clerk

Dated: 11/10/15

--LAKE TAHOE UNIFIED SCHOOL DISTRICT--

By: 
Dr. James Tarwater, Superintendent
Lake Tahoe Unified School District
"District"

Dated: 9/22/15

Amended Exhibit A

**SCHOOL BUS RETROFIT PROJECT COMPLETION
AND IMPLEMENTATION WORKPLAN AND SCHEDULE FOR**

LAKE TAHOE UNIFIED SCHOOL DISTRICT

The Lower-Emission School Bus Program (LESBP) provides grants for retrofit of school buses to lower emissions and to reduce school children’s exposure to both cancer-causing and smog forming pollution. The intent is to offset up to 100% of the cost of retrofit equipment, subject to LESBP constraints.

LAKE TAHOE UNIFIED SCHOOL DISTRICT (DISTRICT) has submitted the attached “AB923 Funding Application School Bus Retrofit (Application)” to the El Dorado County Air Quality Management District (AQMD) seeking incentive funds to retrofit ten (10) existing school buses with emissions control equipment.

| Bus ID | Vehicle Yr | Vehicle Make | VIN | Eng Year | Eng Make |
|---------------|-------------------|---------------------|-------------------|-----------------|-----------------|
| 5 | 1985 | International | HVUBGGN7HGHA20406 | 1994 | International |
| 6 | 1998 | Thomas | 1T7HT4B28X1070173 | 1998 | Cummins |
| 22 | 1998 | Thomas | 1T7HT4B28X1070188 | 1998 | Cummins |
| 24 | 1991 | Thomas | 1T7M4W989M1109271 | 1991 | Cummins |
| 26 | 1994 | Thomas | 1T75T4B20S1133148 | 1994 | Caterpillar |
| 27 | 1995 | International | 1HVBDABK2SH682145 | 1995 | International |
| 28 | 1996 | Thomas | 1T75U4B2XT1141644 | 1996 | Cummins |
| 29 | 1995 | Thomas | 1T75T4B23T1133260 | 1995 | Cummins |
| 30 | 1995 | Thomas | 1T75T4B29T1133263 | 1995 | Cummins |
| 31 | 1996 | Thomas | 1T75U4B29V1141640 | 1996 | Cummins |

Additionally, the following equipment and services rendered:

Donaldson Regeneration Machine -Thermal Oven
Data Logging
Spare Filter

The school buses to be retrofitted and associated equipment meet all the eligibility requirements as described in the 2008 LESBP Guidelines.

I. PROJECT COMPLETION

TASK 1 – Order of Retrofit Emissions Control Equipment

Upon execution of the Agreement by both parties the DISTRICT shall:

- Order California Air Resources Board (ARB) verified Level 3 diesel emissions

control equipment as appropriate for the make, model and year of bus to be retrofitted. A current list of verified technologies can be found here: <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm>

TASK 2 – Installation of Emissions Control Equipment on School Bus

Within 1 year of date of signed Agreement:

- DISTRICT must install the retrofit equipment on the school bus. DISTRICT must maintain all documentation pertaining to the retrofitted bus per requirements detailed in Appendix E of the 2008 LESBP Guidelines.

TASK 3 – Invoice AQMD

DISTRICT shall invoice AQMD and provide the following information:

- Copy of the Purchase Order, original Vendor Invoice and Proof of Payment.
- Documentation certifying install of the retrofit equipment as detailed in Appendix H of the 2008 LESBP Guidelines.
- A copy of the Department of CA Highway Patrol Inspection Approval Certificate (292 Card) for the retrofitted bus.
- A copy of the registration for the retrofitted bus.
- Any other documentation deemed necessary by AQMD to verify compliance with this Agreement and the 2008 LESBP Guidelines.

II. PROJECT IMPLEMENTATION

(5 years beginning from the date of payment by AQMD)

TASK 4 – Bus Operation

- DISTRICT shall own, operate and maintain the retrofitted bus within El Dorado County in a daily use status for at least five years from the date the bus is placed in service (per 2008 LESBP requirements). Fuel additives are not allowed to be used unless specifically identified as allowable in the Engine Certification Executive Order.

TASK 5 – Annual Usage Reporting and Records Submittal

Within 1 year and 60 days of the date of the signed Agreement, and every year after until the end of the Agreement, the DISTRICT shall submit to AQMD the following records:

- Exhibit B completed for each retrofitted bus including annual mileage for each bus. The Exhibit must be signed by an authorized agent of the DISTRICT.
- In accordance with Appendix E, Section B of the 2008 LESBP Guidelines DISTRICT shall retain, for the full term of this Agreement plus two years all documents and records pertaining to the retrofitted Project.
- DISTRICT acknowledges that this Agreement is subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7.