

SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT HEAVY-DUTY LOW EMISSION VEHICLE INCENTIVE PROGRAM AGREEMENT

This First Amendatory Agreement (Agreement) is between the **Sacramento Metropolitan Air Quality Management District** (District), a public agency of the State of California, and **El Dorado County** (Participant).

1.0 Recitals

- 1.1 The District is part of the Sacramento Federal Ozone Nonattainment Area (SFNA). The District is also in nonattainment of the state air quality standards for ozone and particulate matter.
- 1.2 Pursuant to Health and Safety Code §40961, the District is the local agency 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.
- 1.3 Pursuant to Health and Safety Code §41062, §41081 and §41082, the District may undertake programs that include financial assistance or other incentives to fleet operators for the purchase, conversion, or operation of low-emission vehicle and engine technology, including but not limited to alternative fuels, zero-emission, and clean diesel technologies.
- 1.4 On February 5, 1998, the District Board of Directors approved Resolution No. 98-0007 authorizing the Heavy-Duty Low Emission Vehicle Incentive Program (Program), which is hereby incorporated by reference and made part of this agreement.
- 1.5 On April 26, 2001, the District Board of Directors approved Resolution No. 2001-020 authorizing the Air Pollution Control Officer (APCO) to execute funding agreements under the Program and to make minor modifications to the Program and associated agreements for the purpose of maintaining consistency with the state Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program).
- 1.6 On July 26, 2001, the District Board of Directors approved Resolution No. 2001-039 authorizing the Air Pollution Control Officer (APCO) to fund a small percentage of projects under the Program that occur in districts that contain areas that are within the Sacramento Federal Ozone Non-Attainment Area (SFNA) as well as areas that are designated "Attainment" and therefore are not within the SFNA. These projects are within the boundaries of adjacent Air Districts that allow the SMAQMD to manage their Moyer Funds.
- 1.7 On September 23, 2004, Governor Schwarzenegger signed Assembly Bills 923, 1394, and 2128 which made major changes to the Carl Moyer Program and projects funded using Department of Motor Vehicles Surcharges, expanding the Carl Moyer Program to include light-duty vehicles, Fleet Modernization, and agricultural assistance projects.
- 1.8 To implement mobile source emission reduction projects, the Program provides incentives to fleet operators and individuals for the purchase, repower and/or retrofit of low-emission on-road motor vehicles, off-road mobile equipment, and agricultural water pumps.
- 1.9 The Participant wishes to participate in the Program by purchasing and operating the Equipment (as defined in Section 2.1.4) and represents that the purchase is not required by any local, state, and/or federal rule, regulation, memorandum, or other legally binding agreement, with the exception of certain agricultural projects described in Health and Safety Code §41081(d)(2)(ii).
- 1.10 The Participant has read and agreed to all requirements of the Program application and guidelines, the 2005 Carl Moyer Program Guidelines, and the County of Sacramento W-9 Waiver Form, which are hereby incorporated into this Agreement.
- 1.11 The Participant's purchase of the Replacement Vehicle is a completely voluntary act and the District has made no representations or guarantees to the Participant regarding the Equipment.

Resolution No. 2005-050, dated July 28, 2005 authorizes the Air Pollution Control Officer, in consultation with District Counsel, to make minor modifications to the Heavy Duty Agreement and authorization to execute the Heavy Duty Agreement.

- 1.13 On June 26, 2006, Air Resources Board (ARB) conducted the 8th Year Moyer Contract audit.
- 1.14 The District received the audit findings from ARB on August of 2006, which concluded that the contracts did not include a number of the minimum requirements outlined in the 2005 Carl Moyer Program Guidelines.
- 1.15 The District agreed on September 22, 2006 to amend all 8th Year Moyer Contracts to incorporate the 2005 Carl Moyer Program Guidelines requirements.
- 1.16 This Amendment is necessary in order to affect the changes required by ARB as a result of the audit.

This Amendment shall operate as an addendum to Agreement No. VET-06-1013 and shall become effective upon the signatures of both parties. In case of conflict between Agreement No. VET-06-1013 and this Amendment, the provisions of the Amendment shall take precedence over and be used in lieu of such conflicting provisions.

2.0 Program Terms and Conditions

2.1 Definitions

2.1.1 “Applicable emission standards” are defined as the emission standards for oxides of nitrogen (NOx), particulate matter (PM), hydrocarbons, and carbon monoxide established by the California Air Resources Board (CARB) or the United States Environmental Protection Agency (USEPA) for a model year vehicle or engine, whichever is more stringent. For engines subject to the averaging, banking, and trading procedures as defined in Title 13, California Code of Regulations, §1956.8(a)(2) or §2423(b), the following standards apply:

Engine Model Year	Power Rating	NOx Standard	PM Standard
2007-2009 On-Road	All On-Road Heavy-Duty Diesel Engines	1.2 g/bhp-hr	0.01 g/bhp-hr
2012-2013 Off-Road	56 – 129 kW (75 – 174 HP)	2.2 g/kW-hr (1.6 g/bhp-hr)	0.02 g/kW-hr (0.01 g/bhp-hr)
2011-2013 Off-Road	130 – 560 kW (175 – 749 HP)	2.2 g/kW-hr (1.6 g/bhp-hr)	0.02 g/kW-hr (0.01 g/bhp-hr)

- 2.1.2 “Agricultural water pump” is defined as a stationary or portable device designed to move water used for agricultural purposes.
- 2.1.3 “Certified” is defined as a motor vehicle or engine that is certified by CARB or the USEPA to an emission standard or standards.
- 2.1.4 “Equipment” is defined as the agricultural water pumps, on-road motor vehicles, off-road equipment, devices, emission control systems and/or replacement engines identified in Exhibit B attached to this Agreement.
- 2.1.5 “Experimental Permit” is defined as an Executive Order issued by CARB for the experimental use of a non-certified or non-verified engine, fuel, or engine retrofit in California.

“Fleet Modernization” is defined as the transaction in which an older on-road motor vehicle or piece of off-road mobile equipment is destroyed and replaced with a similar motor vehicle or piece of equipment certified to a lower emission standard.

“Motor vehicle” is defined as a self-propelled device by which any person or property may be propelled, moved, or drawn upon a highway, but does not include a device moved exclusively by human power or used exclusively upon stationary rails or tracks.

“Off-road equipment” is defined as a self-propelled device not intended for operation on a highway that is powered by an engine certified to off-road or nonroad emission standards.

2.1.9 “Repower” is defined as the process in which an old engine is replaced with a new engine.

2. 10 “Retrofit” is defined as the installation of a device designed to reduce emissions from an engine.

“Sacramento Federal Nonattainment Area” is defined as the geographic region classified by the USEPA as nonattainment for the 8-hr ozone air quality standard including all or parts of the Counties of Sacramento, Yolo, and portions of El Dorado, Placer, Solano, and Sutter. A map of these areas is provided in Exhibit A.

2.1.12 “Tier 3” is defined as the emission certification of an off-road compression ignition engine to the Tier 3 emission standards as described in §2423(b)(1) of the California Code of Regulations.

2.1.13 “Verified” is defined as a device, fuel, or system that is verified by CARB or the USEPA to reduce emissions from a mobile source by a verified amount.

2.2 Participant Obligations – the Participant will:

Purchase and begin operating the Equipment within 180 days of execution of this Agreement. Participant may submit a written request to extend this time period if it is unable to comply with the deadline due to circumstances beyond the Participant's reasonable control.

For Fleet Modernization, locomotive, and marine projects, ensure that a District approved Electronic Usage Meter is installed on the Equipment.

Operate the Equipment in the SFNA during the term of this agreement in accordance with the requirements in Exhibit C. In addition to meeting the operating requirements established in Exhibit C, not less than 75% of the total operation of the Equipment must occur within California. If the Equipment is an agricultural water pump, then 100% of its operation must occur within the SFNA.

Maintain the minimum level of required insurance described in Exhibit D during the term of this Agreement, including the requirement to insure the Equipment for its replacement cost, and ensure that the District is named as an additional insured under the policy.

Submit annual use reports at least once annually or as requested by SMAQMD, and ARB staff, or their representatives. The annual reports must summarize the information developed under Section 3.5.

Affix and display two decals approved by the District on the Equipment in a location normally visible during operation identifying the Equipment as participating in a District incentive program.

2.3 Payment

The District will reimburse the Participant up to **\$216,201.00** towards the cost of the Equipment.

2.3.2 N-A By initializing this paragraph, the Participant authorizes the District to issue a two-party check in the name of the Participant and . If the Equipment is a motor vehicle, Participant must insure that, following Participant's purchase, Vehicle Dealership promptly applies for and

obtains a title certificate from the California Department of Motor Vehicles denoting Participant as "Owner" and District as "Title Holder."

No payments will be issued under this Agreement prior to final inspection of the project by District personnel.

Any payments made under this Agreement are subject to the provisions and limitations of Health and Safety Code. The District has no liability for payment of any compensation and expenses that are found to be in contravention of the Health and Safety Code or any other local, state, or federal law. The Participant must reimburse the District for any payments that are later found to be in contravention of this Agreement or of the Health and Safety Code or any other local, state, or federal law.

Payments made under this Agreement may be subject to taxation. The District will issue an IRS Form 1099 to the Participant. Funds may be withheld by the County of Sacramento as required by law for payment of tax liabilities and/or other court-ordered payments.

2.4 General Program Requirements

2.4.1 The Participant warrants that the Equipment meets all the eligibility requirements described in the Program application and the Program guidelines. The Participant further agrees to operate the Equipment in a manner that is consistent with the eligibility requirements in the guidelines and the goals and objectives of the Program.

The Participant may not apply for or receive additional incentive funds, including but not limited to the state Carl Moyer Program inter-district fund or any other air district fund, including those funds used as matching funds, for any of the Equipment. This requirement may be waived by the District. If the District discovers that the Participant has applied for or received funds from these sources without a District waiver, the District will terminate this Agreement. If the Agreement is terminated under this Section, the Participant must refund any funds paid to it under this Agreement.

The Participant agrees to operate the Equipment within the manufacturer's specifications, including all maintenance and fueling requirements. Participant must install an operational odometer, hour meter, or any other District-approved usage measuring device on all the Equipment and ensure that the device is operated whenever the Equipment is operated. Under no circumstances may the Participant tamper with or make any modifications to the Equipment, engine, emission control system(s), or any recording devices on the Equipment that are prohibited under CARB and USEPA regulations. The Participant will operate the Equipment in compliance with all local, state, and federal rules, laws, and regulations.

Participant grants to the District a security interest in the Equipment to secure its performance under this Agreement. Participant authorizes the District to prepare and file applications, financing statements, continuation statements, statements of assignment, termination statements, and the like, as necessary to perfect, protect, preserve, or release District's interest in the Equipment.

2.5 Engine Repower and Retrofit Requirements – This Agreement is or is not subject to the following requirements:

The low-emission engine or engine retrofit must be either:

- (i) CARB Certified; or
- (ii) CARB Verified; or
- (iii) Under an experimental permit issued by CARB; or
- (iv) In cases where federal law preempts state requirements, approved for use by the USEPA

Engines certified to a level that is less stringent than the standard applicable to the replaced engine for any pollutant are ineligible for funding under this agreement.

Any engine retrofit funded under this Agreement must reduce either oxides of nitrogen or particulate matter emissions by a minimum of 25% for either pollutant.

If the Participant is replacing or repowering an engine, the Participant must either:

- (i) Destroy the replaced or repowered engine in a manner acceptable to the District. If the engine is destroyed, the Participant must permit the District to inspect the destroyed engine; or
- (ii) Implement a District approved destruction alternative. The District may approve a destruction alternative only if there are special circumstances justifying the use of an alternative, and the alternative will not have a detrimental impact on air quality.

The Participant must submit copies of itemized invoices from service providers that confirm:

- (i) Installation of a functional odometer/hour meter; and
- (ii) PM control device installation verification (if applicable)

Each invoice must include vehicle/equipment identification number, engine serial number, odometer/hour meter reading, and date service was provided.

2.6 Fleet Modernization Requirements – This Agreement is or is not subject to the following requirements:

2.6.1 The replacement motor vehicle or off-road equipment must be either:

- (i) CARB Certified; or
- (ii) Under an experimental permit issued by CARB; or
- (iii) In cases where federal law preempts state requirements, approved for use by the USEPA

Engines certified to a level that is less stringent than the standard applicable to the replaced engine for any pollutant are ineligible for funding under this agreement.

Motor vehicles equipped with 1993-1998 on-road heavy-duty diesel engines covered under the 1998 EPA/CARB Consent Decree and Settlement Agreement are ineligible for funding under the Program.

The Participant must meet the following requirements, and submit certifications to the District verifying that the requirements have been met. Unless otherwise indicated, the certifications must be submitted to the District before the District will be obligated to release the incentive funds to the Participant. An example of each certification form is included in Exhibit E.

- (i) **Existing Vehicle Acceptance and Salvage Certificate Form:** This form certifies that the existing vehicle is properly salvaged. A copy of this certificate must accompany the existing vehicle when it is turned in to the vehicle dealership and must accompany the existing vehicle when it is sent to the salvage yard for destruction.
- (ii) **Vehicle / Equipment Inspection Certification Form:** This form certifies that the existing vehicle and the replacement Equipment have been properly inspected to ensure that both comply with Program guidelines.

The Participant must submit copies of invoices from service providers that include:

- (i) confirmation that the digital odometer/hour meter has been properly installed and is operational; and
- (ii) confirmation that the particulate matter control device has been properly installed and is operational; and
- (iii) proof that the engine warranty conforms to Program Guidelines; and
- (iv) proof that vehicle finance documents conform to Program Guidelines

Each invoice must include vehicle identification number, engine serial number, odometer reading, and date service was provided.

The Participant agrees to the following motor vehicle title requirements:

- (i) The Participant will provide a copy of the replacement vehicle's title to the District, demonstrating that the District is named as a lien holder for the vehicle.
- (ii) The Participant must be the legal owner of the replacement vehicle throughout the term of this Agreement.
- (iii) If the replacement vehicle is financed, the Participant will list both the District and the Finance Company as lien holders for the vehicle.
- (iv) If the replacement vehicle is financed, and the loan is repaid before the termination of this Agreement, the Participant must ensure that the District remains a lien holder on the replacement vehicle for the term of this Agreement.
- (v) If the replacement vehicle is repossessed by the finance company, the Participant must reimburse the District in accordance with the termination formula in Section 2.8.
- (vi) Any changes to the replacement vehicle's title must be pre-approved in writing by the District.

The replaced Equipment must be in good operating condition when the Participant delivers it to a District-approved vehicle dealership. The replaced Equipment must be subsequently transferred to a District-approved salvage yard for destruction. The Participant must ensure that a Nonrepairable Vehicle Certificate is filed with the Department of Motor Vehicles.

The Participant agrees to operate the Equipment in the same vocation as approved in the application to the Program. The Participant may petition the District for approval to change vocations. The Participant agrees that the District's determination will be final.

2.7 New Low-Emission Vehicle Purchase – This Agreement is or is not subject to the following requirements:

New low-emission vehicles must be certified by CARB to an oxides of nitrogen emission level at or below the applicable standard for that motor vehicle or piece of off-road mobile equipment. Low-emission vehicle or engine technology under an experimental permit from CARB are also eligible for funding under the Program.

The low-emission vehicle or engine technology funded under Section 2.7.1 must achieve at least a 30% reduction in oxides of nitrogen emissions as compared to the applicable baseline emission standards for the specific model year and power rating.

The low-emission vehicle or engine technology funded under Section 2.7.1 must not be certified to particulate matter, hydrocarbons, and/or carbon monoxide levels at or below the applicable baseline emission standards for the specific model year and power rating.

2.7.4 The Participant must submit copies of invoices from service providers that includes:

- (i) confirmation that the digital odometer/hour meter has been properly installed and is operational; and
- (ii) proof that the vehicle finance documents conform to Program Guidelines

Each invoice must include vehicle identification number, engine serial number, odometer reading, and date service was provided.

2.7.5 The Participant agrees to the following motor vehicle title requirements:

- (i) The Participant will provide a copy of the replacement vehicle's title to the District, demonstrating that the District is named as a lien holder for the vehicle.
- (ii) The Participant must be the legal owner of the replacement vehicle throughout the term of this Agreement. Any changes to the replacement vehicle's title must be pre-approved in writing by the District.
- (iii) If the replacement vehicle is financed, the Participant will list both the District and the Finance Company as lien holders for the vehicle.
- (iv) If the replacement vehicle is financed, and the loan is repaid before the termination of this Agreement, the Participant must ensure that the District remains a lien holder on the replacement vehicle for the term of this Agreement.
- (v) If the replacement vehicle is repossessed by the finance company, the Participant must reimburse the District in accordance with the termination formula in Section 2.8.

2.8 Upon termination of this Agreement, if the Participant has failed to fulfill the minimum required operation, the Participant must refund to the District an amount based on the difference between the required level of operation and the actual level of operation, according to the following formula:

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

A = Amount Owed to the District

I = Total Incentive Award

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

L = Length of the Agreement in Years

C = Actual Operation (miles, hours, or gallons)

The APCO may, at his or her sole discretion, relieve this obligation to return the funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. Additionally, the APCO may, at his or her sole discretion, require full reimbursement of all funds paid to the Participant as outlined under 3.11.

2.9 The parties acknowledge that this Agreement will be funded by incentive fund revenues being transferred to the District; however, the District 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 the District's final budget prior to the expiration of the Agreement and any Agreement extensions. If the District terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days.

3.0 General Terms and Conditions

3.1 This Agreement will begin upon execution by all parties and terminate on **12/31/2013**. For this Agreement, the timeframe indicated by the execution of this Agreement and termination date stated in this paragraph will serve as the contract term including both the project completion and project implementation periods. Notwithstanding the expiration or earlier termination of this Agreement, the

District'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 Except as specified in Section 3.2.2, the receipt of funds and performance under this Agreement prohibits application for any form of emission reduction credit for the emission reductions resulting from the replacement, retrofit or repowering of the Equipment.

This prohibition includes, but is not limited to all attainment, nonattainment, criteria and noncriteria pollutants, global climate change emissions (including carbon dioxide), application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) and/or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.

For projects involving the replacement of a stationary diesel agricultural water pump with an electric water pump in conjunction with the Pacific Gas & Electric Company's (PG&E) PUC-approved discounted AG-ICE electric rate program, PG&E may retain all of the carbon dioxide credits and a portion of the remaining emission credits for reductions generated through this Agreement. The portion of the remaining emission credits retained by PG&E will be the difference in emissions between a Tier 3 diesel engine and the emissions associated with generating electricity for the electric pump.

- 3.3 The District, CARB, or their designee may conduct an audit of the Participant's operations to confirm that the Participant is complying with the Agreement terms.

3.3.1 As a condition of accepting funds, the Participant agrees to designate CARB as a third-party beneficiary with full auditing, inspection, and enforcement rights throughout the entire term of the Agreement.

3.3.2 Any audits will be conducted at a reasonable time and with reasonable notice to the Participant. The Participant agrees to provide the District and CARB with on-site access to the Equipment.

- 3.4 The Participant must defend, indemnify, and hold harmless District, CARB, its officers, agents, employees and volunteers from any and all losses, costs, damages, fines or expenses (including attorney fees, court costs and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of the responsibilities required of the Participant by this Agreement or which are related in any way to the Equipment, including any and all liability for general, special, consequential, or other damages resulting from the use of the Equipment by the Participant, for which financial assistance or other incentives are received from the District by the Participant.

- 3.5 **This section 3.5 will survive the termination of this Agreement for three years following the end date listed in Section 3.1.** The Participant must keep the following records from the beginning of operation of the Equipment through the end of the term described in Section 3.1 and for three years following the end date listed in Section 3.1. It is the responsibility of the Participant to maintain records adequate to document the subsequent information. The District may request these records at any time during the term of this Agreement, including:

For On-Road Projects	For Off-Road Projects
1. Copies of all driver log book entries for the preceding year	1. Hours operated
2. Miles traveled	2. Fuel consumed
3. Fuel consumed	3. Fuel cost
4. Fuel cost	4. Engine downtime
5. Vehicle downtime	5. Type and cost of maintenance performed
6. Type and cost of maintenance performed	

- 3.6 The Participant must maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance in accordance with Exhibit D. In the event the Participant does not

have the required certificate of insurance, or if the required insurance lapses, this Agreement will be terminated immediately.

- 3.7 No alteration or variation of the terms of this Agreement is valid unless made in writing and signed by both parties.
- 3.8 The Participant must observe and comply with all applicable federal, state and District statutes, ordinances, regulations, rules, directives, and laws. This Agreement is deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. If a provision of this Agreement violates any applicable law or regulation, that provision will be stricken from the Agreement, and all other provisions will remain in full force. Any action or proceeding arising out of this Agreement must be filed in a state court or federal court located in Sacramento, California.
- 3.9 No performance rendered or payment due under this Agreement may be delegated or assigned without the written consent of all the parties hereto. If the 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.

The Participant will submit written documentation of performance towards the requirements outlined in Exhibit C to the District by December 31 of each year until termination of this Agreement. The District may request additional performance documentation at its discretion.

This Agreement may be terminated by the District upon 30-day notice if the Participant fails to meet any of the obligations established in this Agreement or outlined in the Carl Moyer Program guidelines or the Health and Safety Code. If the Agreement is terminated, the Participant will refund the entire incentive paid by the District. The APCO may, at his or her discretion, waive the refund or allow the Participant an opportunity to cure its failure to meet the Agreement obligations. Additionally, the District or CARB may seek all available remedies for breaches of any Agreement provisions, Carl Moyer Program requirements, or Health and Safety Code.

- 3.12 The Participant may not sell or encumber the Equipment without the written consent of the District.
- 3.13 The District has made no representations or guarantees to the Participant regarding the quality, condition, or proposed use of the low emission vehicle and engine technology funded under this Agreement or the effects of such technology on the normal operations of the Participant.
- 3.14 Notice of Significant Events. Participant must provide to District prompt written notice of the following events:
 - 3.14.1 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.
 - 3.14.2 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, and any proposed sale or transfer of 20.0% of its equity ownership or control.
 - 3.14.3 The filing of any petition in bankruptcy by or against Participant.
 - 3.14.4 The occurrence of any catastrophic loss to Participant, Participant's principal place of business, or Participant's operating assets.
 - 3.14.5 The death or incapacity of Participant's owner or employee acting in the capacity of a chief executive officer or a chief operating officer.
- 3.15 **UCC-1 Form:** The Participant must file a UCC-1 Form giving the District a security interest in the Replacement Vehicle for the full amount of the funds paid to Participant under this Agreement. Participant must provide the District with a copy of the filed UCC-1 Form.

3.16 This Agreement will bind the successors of the District and Participant in the same manner as if they were expressly named.

3.17 Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Gary Bailey Sacramento Metropolitan AQMD 777 12 th Street, 3 rd Floor Sacramento, CA 95814-1908 Phone: (916) 874-4800 FAX: (916) 874-4899	County of El Dorado 2441 Headington Road Placerville, CA, 95667- Phone: (530) 642-4900 FAX: (530) 642-9238

The address and/or contacts may be changed only by written notice to the other party. Such written notice may be given by mail or personal service.

3.18 This Agreement consists of the following:

- (i) Participant Agreement
- (ii) Exhibit A – Map of Sacramento Federal Nonattainment Area
- (iii) Exhibit B – Vehicle and Engine Information Page
- (iv) Exhibit C – Performance Requirements
- (v) Exhibit D – Insurance Requirements
- (vi) Exhibit E – Certificates (for Fleet Modernization projects only)

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 B with any other source of funds, including but not limited to other air districts or multidistrict funding under the Carl Moyer Program.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same 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 Carl Moyer Program solicitations. In addition, as a violation of law, including but not limited to the Health and Safety Code and Business and Professions Code, ARB and the districts may levee fines and/or seek criminal charges.

The County Officer or employee with responsibility for administering this agreement is Tom Celio, Deputy Director of Maintenance, Department of Transportation, or successor.

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.

Approved by Participant

_____ **Date:**
Chairman
Board of Supervisors
El Dorado County

Attest:
Clerk of the Board of Supervisors

By: _____ **Date:** _____
Deputy Clerk

Approved by the Sacramento Metropolitan Air Quality Management District

_____ **Date:**
Larry Greene
Air Pollution Control Officer

Reviewed by:

Kathrine Pittard
District Counsel

EXHIBIT A – MAP OF SACRAMENTO FEDERAL NONATTAINMENT AREA (SFNA)

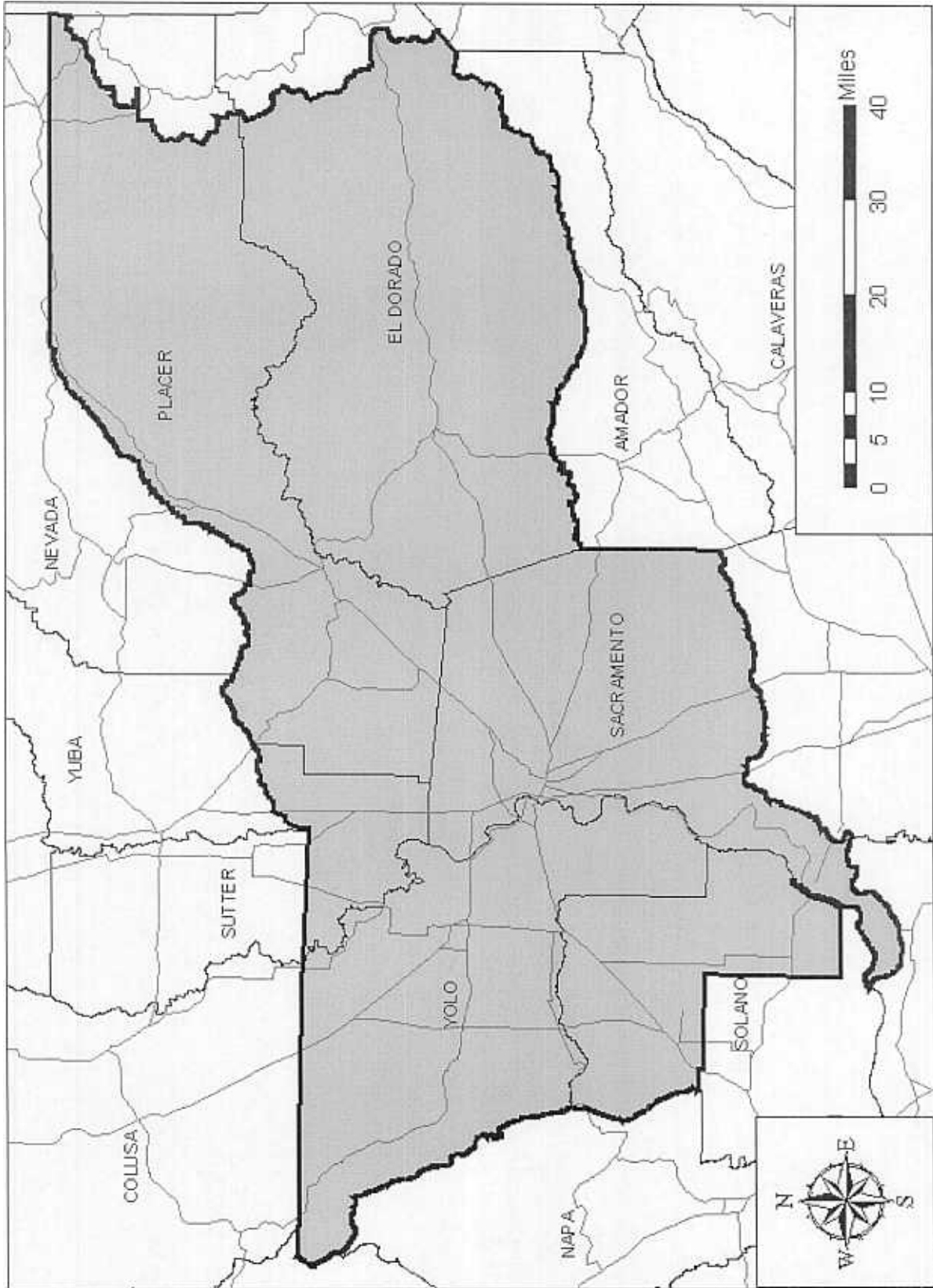


EXHIBIT B

Vehicle / Equipment Information Form

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

Equipment: SNOWBLOWER

Project Type: REPOWER

Counties Vehicle Currently Operates (check all that apply)

<input type="checkbox"/>	Sacramento	<input type="checkbox"/>	Yolo	<input type="checkbox"/>	Solano	<input checked="" type="checkbox"/>	El Dorado	<input type="checkbox"/>	Placer	<input type="checkbox"/>	Sutter
Main Location of Operation (include cross streets)											

Annual Vehicle Usage Information (be able to prove mileage/hours -- map available for reference)

	Within the Sacramento Ozone Non-Attainment Area		Outside of Sacramento Ozone Non-Attainment Area		Total Operation
	May-October	November-April	May-October	November-April	
Miles/Hours	350	0	0	0	350

Existing Vehicle Information

Make: IDAHO NORLAND	Model: CAPS-H	Model Year: 1975	GVWR:
Vehicle Identification Number: 1068	Fleet Identification Number: 41-06	License Plate: E684190	Odometer: 12,369

Existing Engine Information

Make: DETROIT DIESEL	Model: 12V71	Model Yr: 1975	Serial Number: 12V034193	HP: 525	Hour Meter: 12,369
Fuel Type: DIESEL					

New or Replacement Vehicle Information

Make: IDAHO NORLAND	Model: CAPS-H	Model Year: 1975	GVWR:
Vehicle Identification Number: 1068	Fleet Identification Number: 41-06	License Plate: E684190	Odometer: 12,369

New Engine or Retrofit System Information

Make: DETROIT DIESEL	Model: 6063HV33	Model Yr: 2006	Serial Number: 6R0885149	HP: 665	NOx Cert: TBD
Fuel Type: DIESEL	Retrofit Make:		Retrofit Model:		

EXHIBIT B

Vehicle / Equipment Information Form

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

Equipment: SNOWBLOWER

Project Type: REPOWER

Counties Vehicle Currently Operates (check all that apply)

<input type="checkbox"/>	Sacramento	<input type="checkbox"/>	Yolo	<input type="checkbox"/>	Solano	<input checked="" type="checkbox"/>	El Dorado	<input type="checkbox"/>	Placer	<input type="checkbox"/>	Sutter
Main Location of Operation (include cross streets)											

Annual Vehicle Usage Information (be able to prove mileage/hours -- map available for reference)

	Within the Sacramento Ozone Non-Attainment Area		Outside of Sacramento Ozone Non-Attainment Area		Total Operation
	May-October	November-April	May-October	November-April	
Miles/Hours	350	0	0	0	350

Existing Vehicle Information

Make: IDAHO NORLAND	Model: CAPS-H	Model Year: 1974	GVWR:
Vehicle Identification Number: 1040	Fleet Identification Number: 41-02	License Plate: E651770	Odometer: 13,130

Existing Engine Information

Make: DETROIT DIESEL	Model: 12V71	Model Yr: 1974	Serial Number: 12VA041831	HP: 525	Hour Meter: 13,130
Fuel Type: DIESEL					

New or Replacement Vehicle Information

Make: IDAHO NORLAND	Model: CAPS-H	Model Year: 1974	GVWR:
Vehicle Identification Number: 1040	Fleet Identification Number: 41-02	License Plate: E651770	Odometer: 13,130

New Engine or Retrofit System Information

Make: DETROIT DIESEL	Model: 6063HV33	Model Yr: 2006	Serial Number: 06R0886282	HP: 665	NOx Cert: TBD
Fuel Type: DIESEL	Retrofit Make:		Retrofit Model:		

EXHIBIT B

Vehicle / Equipment Information Form

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

Equipment: SNOWBLOWER

Project Type: REPOWER

Counties Vehicle Currently Operates (check all that apply)

<input type="checkbox"/>	Sacramento	<input type="checkbox"/>	Yolo	<input type="checkbox"/>	Solano	<input checked="" type="checkbox"/>	El Dorado	<input type="checkbox"/>	Placer	<input type="checkbox"/>	Sutter
Main Location of Operation (include cross streets)											

Annual Vehicle Usage Information (be able to prove mileage/hours -- map available for reference)

	Within the Sacramento Ozone Non-Attainment Area		Outside of Sacramento Ozone Non-Attainment Area		Total Operation
	May-October	November-April	May-October	November-April	
Miles/Hours	375	0	0	0	375

Existing Vehicle Information

Make: IDAHO NORLAND	Model: CAPS-H	Model Year: 1979	GVWR:
Vehicle Identification Number: 1099	Fleet Identification Number: 41-07	License Plate: 1011644	Odometer: 7,889

Existing Engine Information

Make: CUMMINS	Model: KTA1150A	Model Yr: 1978	Serial Number: 51109206	HP: 600	Hour Meter: 7,889
Fuel Type: DIESEL					

New or Replacement Vehicle Information

Make: IDAHO NORLAND	Model: CAPS-H	Model Year: 1979	GVWR:
Vehicle Identification Number: 1099	Fleet Identification Number: 41-07	License Plate: 1011644	Odometer: 7,889

New Engine or Retrofit System Information

Make: DETROIT DIESEL	Model: 6063HN39	Model Yr: 2006	Serial Number: 06RO852706	HP: 665	NOx Cert: TBD
Fuel Type: DIESEL	Retrofit Make:		Retrofit Model:		

EXHIBIT C – PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 2.8 of this Agreement

Vehicle and Engine Year Make & Model*	Vehicle and Engine Serial Numbers*	Minimum Usage (hours or miles)	Anticipated Annual NOx Reduction (tons)	Payback Requirement per Hour/Mile	Maximum Incentive Amount
IDAHO NORLAND CAPS-H 2006 DETROIT DIESEL 6063HV33	1068 6R0885149	2,450	1.16	\$29.42	\$72,067
IDAHO NORLAND CAPS-H 2006 DETROIT DIESEL 6063HV33	1040 06R0886282	2,450	1.16	\$29.42	\$72,067
IDAHO NORLAND CAPS-H 2006 DETROIT DIESEL 6063HN39	1099 06RO852706	2,625	1.42	\$27.45	\$72,067
Total			3.75		\$216,201.00

The District will fill in information upon verification of project completion.

EXHIBIT D – INSURANCE REQUIREMENTS

Verification of Coverage

Participant must furnish the District 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 the District before work commences. The District 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, effecting the coverage required by these specifications. The District will be named as co-insured on all required insurance policies.

Minimum Scope of Insurance

During the term of this Agreement, Participant must, at its sole expense, obtain and maintain in full force and effect 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 motor vehicle(s) and emission control system(s) included in this project.
5. Verification of insurance coverage equal to the replacement costs of the engine 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. The District 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 the District and the general public are adequately protected.

EXHIBIT E – CERTIFICATES

CERTIFICATE

Existing Vehicle Acceptance and Salvage

Participant Agreement

Participant

El Dorado County
2441 Headington Road
Placerville, CA, 95667-
(530) 642-4900

Agreement Number VET-06-0103

Existing Vehicle / Engine Information

Make:

Engine Make:

Odometer Reading:

Engine Serial Number:

Horsepower:

Date existing vehicle was accepted by dealership:

Dealership Statement:

I certify under penalty of perjury that: (i) ownership of the vehicle identified above was transferred to me on _____, and (ii) I understand that I have 30 days to transfer vehicle to an authorized salvage company for salvage, as provided in the Program guidelines and Master Agreement.

Dealership:

Address:

City, State, Zip:

Phone Number:

(business stamp ok)

Authorized Name:

Authorized Signature:

Date:

Date salvage yard received vehicle:

Salvage Yard Statement:

I certify under penalty of perjury that within 30 days from the date I received the old vehicle or engine identified above: (i) the engine block was cracked, (ii) the vehicle frame rails cut, and (iii) a Non-Repairable Vehicle Notice has been filed with the DMV. Photos of the destroyed vehicle that are required under the Program Guidelines are attached to this Existing Vehicle Acceptance and Salvage Certificate.

Dealership:

Address:

City, State, Zip:

Phone Number:

(business stamp ok)

Authorized Name:

Authorized Signature:

Date:

CERTIFICATE

Vehicle / Equipment Inspection Form

Participant Agreement

Participant Information

El Dorado County
2441 Headington Road
Placerville, CA, 95667-
(530) 642-4900

Agreement Number VET-06-0103

Existing Vehicle / Engine Information

Vehicle Make:

Inspection Date:

Engine Make:

Odometer Reading:

Engine Serial Number:

Horsepower:

New Vehicle / Engine Information

Vehicle Make:

Model:

Year:

VIN:

Odometer Reading:

Inspection Date:

Dealership Statement:

I certify under penalty of perjury that: (i) the information provided above is accurate, and (ii) that I understand that this Vehicle / Equipment Inspection Certificate is incorporated in the Master Agreement.

Dealership:

Address:

City, State, Zip:

Phone Number:

(business stamp ok)

Authorized Name:

Authorized Signature:

Date:

**SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT
HEAVY-DUTY LOW EMISSION VEHICLE INCENTIVE PROGRAM AGREEMENT**

This Agreement (Agreement) is between the **Sacramento Metropolitan Air Quality Management District** (District), a public agency of the State of California, and **County of El Dorado** (Participant).

1.0 Recitals

- 1.1 The District is part of the Sacramento Federal Ozone Nonattainment Area (SFNA). The District is also in nonattainment of the state air quality standards for particulate matter and is impacted by the effects of toxic air contaminants, including diesel particulate matter and other pollutants from mobile sources.
- 1.2 Pursuant to Health and Safety Code §40961, the District is the local agency within the boundaries of the Sacramento district 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.
- 1.3 Pursuant to Health and Safety Code §41062, §41081 and §41082, the District may undertake programs that include financial assistance or other incentives to fleet operators for the purchase, conversion, or operation of low-emission vehicle and engine technology, including but not limited to alternative fuels, zero-emission, and clean diesel technologies.
- 1.4 On February 5, 1998, the District Board of Directors approved Resolution No. 98-0007 authorizing the Heavy-Duty Low Emission Vehicle Incentive Program (Program), which is hereby incorporated by reference and made part of this agreement.
- 1.5 On April 26, 2001, the District Board of Directors approved Resolution No. 2001-020 authorizing the Air Pollution Control Officer (APCO) to execute agreements and make minor modifications to the Program for the purpose of maintaining consistency with the state Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program).
- 1.6 On July 26, 2001, the District Board of Directors approved Resolution No. 2001-039 authorizing the Air Pollution Control Officer (APCO) to make minor adjustments to the Heavy-Duty Low-Emission vehicle Incentive Program (Program) to fund a small percentage of projects under the Program that occur in districts that contain areas that are within the Sacramento Federal Ozone Non-Attainment Area (SFNA) as well as areas that are designated "Attainment" and therefore are not within the SFNA. These projects are within the boundaries of adjacent Air Districts that allow the SMQMD to manage their Moyer Funds.
- 1.7 On September 23, 2004, Governor Schwarzenegger signed Assembly Bills 923, 1394, and 2128 which made major changes to the Carl Moyer Program and projects funded using Department of Motor Vehicles Surcharges, expanding the Program to include light-duty vehicles, Fleet Modernization, and agricultural assistance projects.
- 1.8 To implement mobile source emission reduction projects, the Program provides incentives to fleet operators and individuals for the purchase, repower and/or retrofit of low-emission on-road motor vehicles, off-road mobile equipment, and agricultural water pumps.
- 1.9 The Participant wishes to participate in the Program by purchasing and operating the equipment described in this Agreement and represents that the purchase is not required by any local, state, and/or federal rule, regulation, memorandum, or other legally binding agreement, with the exception of certain agricultural projects described in Health and Safety Code §41081(d)(2)(ii).
- 1.10 The Participant has read and agreed to all requirements of the Program application and guidelines, the 2005 Carl Moyer Program Guidelines, and the County of Sacramento W-9 Waiver Form which are hereby incorporated into this Agreement.

This Agreement is a voluntary act intended to accelerate the introduction of low-emission vehicle and engine technology designed to reduce emissions of oxides of nitrogen, particulate matter, reactive organic gases, toxic air contaminants, and oxides of carbon within the SFNA.

This Agreement was approved for use by the Board of Directors of the Sacramento Metropolitan Air Quality Management District on July 28, 2005 by Resolution No. 2005-050.

2.0 Terms and Conditions

2.1 Definitions

2.1.1 "Applicable emission standards" are defined as the emission standards for oxides of nitrogen (NOx), particulate matter (PM), hydrocarbons, and carbon monoxide established by the California Air Resources Board (CARB) or the United States Environmental Protection Agency (USEPA) for a model year vehicle or engine, whichever is more stringent. For "phase-in" or "interim" engines the following standards apply:

Engine Model Year	Power Rating	NOx Standard	PM Standard
2007-2009 On-Road	All On-Road Heavy-Duty Diesel Engines	1.2 g/bhp-hr	0.01 g/bhp-hr
2012-2013 Off-Road	56 – 129 kW (75 – 174 HP)	2.2 g/kW-hr (1.6 g/bhp-hr)	0.02 g/kW-hr (0.01 g/bhp-hr)
2011-2013 Off-Road	130 – 560 kW (175 – 749 HP)	2.2 g/kW-hr (1.6 g/bhp-hr)	0.02 g/kW-hr (0.01 g/bhp-hr)

2.1.2 "Agricultural water pump" is defined as a stationary or portable device designed to move water used for agricultural purposes.

2.1.3 "Certified" is defined as a motor vehicle or engine that is certified by CARB or the USEPA to an emission standard or standards.

2.1.4 "Experimental Permit" is defined as an Executive Order issued by CARB for the experimental use of a non-certified or non-verified engine, fuel, or engine retrofit in California.

2.1.5 "Fleet Modernization" is defined as the transaction in which an older on-road motor vehicle or piece of off-road mobile equipment is destroyed and replaced with a similar motor vehicle or piece of equipment certified to a lower emission standard.

2.1.6 "Motor vehicle" is defined as a self-propelled device by which any person or property may be propelled, moved, or drawn upon a highway, excepting a device moved exclusively by human power or used exclusively upon stationary rails or tracks.

2.1.7 "Off-road equipment" is defined as a self-propelled device not intended for operation on a highway and is powered by an engine certified to off-road or nonroad emission standards.

2.1.8 "Repower" is defined as the process in which an old engine is replaced with a new engine.

2.1.9 "Retrofit" is defined as the installation of a device designed to reduce emissions from an engine.

- 2.1.10 "Sacramento Federal Nonattainment Area" is defined as the geographic region classified by the USEPA as nonattainment for the 8-hr ozone air quality standard including the Counties of Sacramento, Yolo, and portions of El Dorado, Placer, Solano, and Sutter. A map of these areas is provided in Exhibit A.
- 2.1.11 "Tier 3" is defined as the emission certification of an off-road compression ignition engine to the Tier 3 emission standards as described in §2423(b)(1) of the California Code of Regulations.
- 2.1.12 "Verified" is defined as a device, fuel, or system that is verified by CARB or the USEPA to reduce emissions from a mobile source by a verified amount.

2.2 Participant Obligations – the Participant will

- 2.2.1 Purchase and operate the equipment described in Exhibit B within 180 days of execution of this Agreement. Participant may submit a written request to extend this Section if the project cannot be successfully completed due to circumstances beyond the Participant's reasonable control.

Ensure that a District approved Electronic Usage Meter is installed on the equipment described in Exhibit B for Fleet Modernization, locomotive, and marine projects.

Operate the equipment described in Exhibit B in the SFNA or within the boundaries of Placer and El Dorado Counties during the term of this agreement in accordance with the requirements in Exhibit C. In addition to meeting the operating requirements established in Exhibit C, 75% of the vehicles total operation must occur within California. Agricultural water pumps are required to operate 100% within the SFNA.

Maintain the minimum level of required insurance described in Exhibit D during the term of this Agreement, and ensure that the District is named as an additional insured under the policy.

2.3 Payment

- 2.3.1 The District will reimburse the Participant up to **\$216,201.00** towards the cost of the vehicle(s) or equipment identified in Exhibit B.

_____ By initializing this paragraph, the Participant authorizes the District to issue a two-party check in the name of the Participant and _____.

- 2.3.3 No payments shall be issued under this Agreement prior to final inspection of the project by District personnel.

Any payments made under this Agreement are subject to the provisions and limitations of Health and Safety Code. The District shall have no liability for payment of any compensation and expenses that are found to be in contravention of the Health and Safety Code or any other local, state, or federal law. The Participant shall reimburse the District for any payments that are later found to be in contravention of this Agreement or of the Health and Safety Code or any other local, state, or federal law.

- 2.3.5 Payments made under this Agreement are subject to taxation and an IRS Form 1099 will be issued to the Participant. Funds may be withheld by the County of Sacramento as required by law for payment of tax liabilities and/or other court-ordered payments.

2.4 General Program Requirements

- 2.4.1 The Participant warrants that the vehicle(s)/engine(s) covered under this Agreement meets all the eligibility requirements described in the Program application and guidelines. The Participant further agrees to operate the vehicle(s)/engine(s) in a manner that is consistent with the eligibility requirements in the guidelines and the goals and objectives of the Program.

The Participant cannot apply for or receive additional incentive funds, including but not limited to the state Carl Moyer Program inter-district fund or any other air district fund, including those funds used as matching funds, for any equipment listed in Exhibit B of this Agreement. This requirement may be waived by District staff on an individual basis. If the District discovers that the Participant has applied for or received funds from these sources, the District will terminate this Agreement and require that any funds paid under this Agreement be returned to the District.

The Participant agrees to operate the equipment described in Exhibit B within the manufacturers specifications including all maintenance and fueling requirements. An operational odometer, hour meter, or other District-approved usage measuring device must be installed on all projects and maintained for continuous operation. Under no circumstances may the Participant make any modifications to or tamper with the vehicle, equipment, engine, emission control system(s), or any recording devices on the vehicle or equipment prohibited under CARB and USEPA regulations. The Participant also agrees to operate the vehicle, engine, and/or equipment in compliance with all local, state, and federal rules, laws, and regulations.

2.5 Engine Repower and Retrofit Requirements – This Agreement is or is not subject to the following requirements:

The low-emission engine or engine retrofit must be either:

- (i) CARB Certified; or
- (ii) CARB Verified; or
- (iii) Under an experimental permit issued by CARB; or
- (iv) In cases where federal law preempts state requirements, approved for use by the USEPA

Engines certified to a level that is less stringent than the standard applicable to the replaced engine for any pollutant are ineligible for funding under this agreement.

2.5.2 Any engine retrofit funded under this Agreement must reduce either oxides of nitrogen or particulate matter emissions by a minimum of 25% for either pollutant.

2.5.3 If the Participant is replacing or repowering an engine, the Participant must either:

- (i) Destroy the replaced or repowered engine in a manner acceptable to the District. If the engine is destroyed, the Participant must permit the District to inspect the destroyed engine; or
- (ii) Implement a District approved destruction alternative. The District may approve a destruction alternative only if special circumstances justifying the use of an alternative exist, and there is no detrimental impact to air quality.

2.5.4 The Participant must submit copies of invoices from service providers that confirm:

- (i) Installation of a functional odometer/hour meter; and
- (ii) PM control device installation verification (if applicable)

Each invoice must include vehicle/equipment identification number, engine serial number, odometer/hour meter reading, and date service was provided.

2.6 Fleet Modernization Requirements – This Agreement is or is not subject to the following requirements:

2.6.1 The replacement motor vehicle or piece of off-road equipment must be either:

- (i) CARB Certified; or
- (ii) Under an experimental permit issued by CARB; or
- (iii) In cases where federal law preempts state requirements, approved for use by the USEPA

Engines certified to a level that is less stringent than the standard applicable to the replaced engine for any pollutant are ineligible for funding under this agreement.

Motor vehicles equipped with 1993-1998 on-road heavy-duty diesel engines covered under the 1998 EPA/CARB Consent Decree and Settlement Agreement are ineligible for funding under the Program.

The Participant must meet the following requirements, and submit certifications to the District verifying that the following requirements have been met. Unless otherwise indicated, the certifications must be submitted to the District before the District will be obligated to release the incentive funds to the Participant. An example of each certification form is included in Exhibit E.

- (i) **Existing Vehicle Acceptance and Salvage Certificate Form:** This certificate must accompany the replaced motor vehicle or piece of off-road equipment when the truck is turned in to the vehicle dealership and then onto the salvage yard for destruction.
- (ii) **Vehicle / Equipment Inspection Certification Form:** This form certifies that the replaced motor vehicle or piece of off-road equipment and the replacement motor vehicle or piece of off-road equipment have been properly inspected to ensure that both vehicles comply with Program guidelines.

2.6.4 The Participant must submit copies of invoices from service providers that confirm:

- (i) Installation of digital odometer/hour meter; and
- (ii) Engine warranty description; and
- (iii) Vehicle/equipment finance documents; and
- (iv) PM control device installation verification

Each invoice must include vehicle identification number, engine serial number, odometer reading, and date service was provided.

2.6.5 The Participant agrees to the following motor vehicle title requirements:

- (i) The Participant will provide a copy of the replacement vehicle's title to the District, demonstrating that the District is named as a lien holder for the vehicle.
- (ii) The Participant must be the legal owner of the replacement vehicle through the length of this Agreement.
- (iii) If the replacement vehicle is financed, the Participant will list both the District and the Finance Company as lien holders for the vehicle.
- (iv) If the replacement vehicle is financed, and the loan is repaid before the termination of this Agreement, the Participant must ensure that the District remains a lien holder on the replacement vehicle through the end date listed in Section 2.10.1.

- (v) If the replacement vehicle is repossessed by the finance company, the Participant must reimburse the District in accordance with the termination formula in Section 2.8 funds received after under Section 2.3.2.
- (vi) Any changes to the replacement vehicle's title must be approved in writing by the District.

The replaced motor vehicle or piece of off-road equipment must be in good operating condition when the Participant delivers it to a District-approved vehicle dealership. The replaced motor vehicle or piece of off-road equipment must be subsequently transferred to a District-approved salvage yard for destruction. The Participant must ensure that a Nonrepairable Vehicle Certificate is filed with the Department of Motor Vehicles.

2.6.7 The Participant agrees to operate the replacement motor vehicle(s) or piece(s) of off-road equipment covered under this agreement in the same vocation as approved in the application to the Program. The Participant may petition the District for approval to change vocations. The Participant agrees that the District's determination will be final.

2.7 New Low-Emission Vehicle Purchase – This Agreement is or is not subject to the following requirements:

New low-emission vehicles must be certified by CARB to an oxides of nitrogen emission level below the applicable standard for that motor vehicle or piece of off-road mobile equipment. Low-emission vehicle or engine technology under an experimental permit from CARB are also eligible for funding under the Program.

The low-emission vehicle or engine technology funded under Section 2.7.1 must achieve at least a 30% reduction in oxides of nitrogen emissions as compared to the applicable baseline emission standards for the specific model year and power rating.

The low-emission vehicle or engine technology funded under Section 2.7.1 must not be certified to particulate matter, hydrocarbons, and/or carbon monoxide levels above the applicable baseline emission standards for the specific model year and power rating.

The Participant must submit copies of invoices from service providers that confirm:

- (i) Installation of digital odometer/hour meter; and
- (ii) Vehicle finance documents

Each invoice must include vehicle identification number, engine serial number, odometer reading, and date service was provided.

The Participant agrees to the following motor vehicle title requirements:

- (i) The Participant will provide a copy of the replacement vehicle's title to the District, demonstrating that the District is named as a lien holder for the vehicle.
- (ii) The Participant must be the legal owner of the replacement vehicle through the length of this Agreement.
- (iii) If the replacement vehicle is financed, the Participant will list both the District and the Finance Company as lien holders for the vehicle.
- (iv) If the replacement vehicle is financed, and the loan is repaid before the termination of this Agreement, the Participant must ensure that the District remains a lien holder on the replacement vehicle through the end date listed in Section 2.10.1.

- (v) If the replacement vehicle is repossessed by the finance company, the Participant must reimburse the District in accordance with the termination formula in Section 2.8 funds received after under Section 2.3.2.
- (vi) Any changes to the replacement vehicle's title must be approved in writing by the District.

2.8 Upon termination of this Agreement, if the vehicle/engine fails to fulfill the minimum required operation as described in Exhibit C, the Participant shall return to the District an amount based on the difference between the required operation amount and the actual amount according to the following formula:

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

- A = Amount Owed to the District
- I = Total Incentive Award
- O = Annual Operational Requirement (miles, hours or gallons)
- L = Length of the Agreement in Years
- C = Actual Operation (miles, hours, or gallons)

The APCO may, at his or her sole discretion, relieve this obligation to return the funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. Additionally, the APCO may, at his or her sole discretion, require full reimbursement of all funds paid to the Participant as outlined in Section 2.10.11.

2.9 The parties acknowledge that this Agreement will be funded by incentive fund revenues being transferred to the District; however, the District 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 the District's final budget prior to the expiration of the Agreement and any Agreement extensions. If the District terminates this Agreement under this paragraph, it will serve notice of the action on the Participant within 10 working days

2.10 General Requirements

2.10.1 This Agreement shall begin upon execution by all parties and terminate on **12/31/2013**. No work may begin on this project until this Agreement is executed by all parties. For this Agreement, the timeframe indicated by the execution of this Agreement and the afore mentioned termination date shall serve as the contract term including both the project completion and project implementation/life periods.

2.10.2 Except as specified in Section 2.10.2(ii), the receipt of funds and performance under this Agreement prohibits application for any form of emission reduction credit for the life of the contract term outlined in Section 2.10.1.

- (i) This prohibition includes, but is not limited to all attainment, nonattainment, criteria and noncriteria pollutants, Application for Emission Reduction Credits (ERC), Mobile Emission Reduction Credits (MERC) and/or Certificates of Advanced Placement (CAP). This prohibition extends to credits from all Air Quality Management or Air Pollution Control Districts.
- (ii) For projects involving the replacement of a stationary diesel agricultural water pump with an electric water pump in conjunction with the Pacific Gas & Electric Company's (PG&E) PUC-approved discounted AG-ICE electric rate program, PG&E may retain all of the carbon dioxide credits and a portion of the remaining emission credits for reductions generated through this Agreement. The portion of the remaining emission credits retained by PG&E will be the difference in emissions between a Tier 3 diesel engine and the emissions associated with generating electricity for the electric pump.

2.10.3 The District, CARB, or their designee may conduct an audit of the Participant's operations to verify that the Participant is complying with the Agreement terms.

- (i) As a condition of accepting funds, the Participant agrees to designate CARB as a third-party beneficiary with full auditing, inspection, and enforcement rights throughout the entire term of the Agreement.
- (ii) Any audits will be conducted at a reasonable time and with reasonable notice to the Participant. The Participant agrees to provide the District and CARB with on-site access to the vehicle(s)/equipment described in Exhibit B.

2.10.4 The Participant shall defend, indemnify, and hold harmless District, CARB, its officers, agents, employees and volunteers from any and all losses, costs, damages, fines or expenses (including attorney fees, court costs and expert fees) or liability of any kind or character to any person or property arising from, or alleged to arise from, any breach of the responsibilities required of the Participant by this Agreement or which are related in any way to the vehicle(s)/equipment, including any and all liability for general, special, consequential, or other damages resulting from the use of the vehicle(s)/equipment by the Participant, for which financial assistance or other incentives are received from the District by the Participant.

2.10.5 This section 2.10.5 shall survive the termination of this Agreement for three years following the end date listed in Section 2.10.1. The Participant shall keep the following records from the beginning of operation of the equipment described in Exhibit B through the end of the term described in Section 2.10.1 and for three years following the end date listed in Section 2.10.1. It is the responsibility of the Participant to maintain records adequate to document the subsequent information. The District may request these records at any time during the term of this Agreement, including:

For On-Road Projects	For Off-Road Projects
1. Copies of all driver log book entries for the preceding year	1. Hours operated
2. Miles traveled	2. Fuel consumed
3. Fuel consumed	3. Fuel cost
4. Fuel cost	4. Engine downtime
5. Vehicle downtime	5. Type and cost of maintenance performed
6. Type and cost of maintenance performed	

2.10.6 The Participant shall maintain in force at all times during the term of this Agreement and any extensions or modifications thereto, insurance in accordance with Exhibit C. In the event the Participant does not have the required certificate of insurance, or if the required insurance lapses, this Agreement shall be terminated immediately.

2.10.7 No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

2.10.8 The Participant shall observe and comply with all applicable federal, state and District statutes, ordinances, regulations, rules, directives, and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. If a provision of this Agreement violates any applicable law or regulation, that provision will be stricken from the Agreement, and all other provisions will remain in full force. Any action or proceeding arising out of this Agreement shall be filed in a state court or federal court located in Sacramento, California.

2.10.9 No performance rendered or payment due under this Agreement may be delegated or assigned without the written consent of all the parties hereto. If the Participant assigns any of its rights or obligations under this contract, all of the terms and conditions of this contract shall apply to the Participant's assignee.

2.10.10 The Participant will submit written documentation of performance towards the requirements outlined in Exhibit C to the District by December 31 of each year until termination of this Agreement. The District may request additional performance documentation at its discretion.

2.10.11 This agreement may be terminated by the District upon 30-day notice if the Participant fails to meet any of the obligations established in this Agreement or outlined in the Carl Moyer Program guidelines or the Health and Safety Code. If the Agreement is terminated, the Participant will refund the entire incentive paid by the District. The APCO may, at his or her discretion, waive the refund or allow the Participant an opportunity to cure its failure to meet the Agreement obligations. Additionally, the District and/or CARB may seek all available remedies for breaches of any Agreement provisions, Carl Moyer Program requirements, or Health and Safety Code.

2.10.12 The Participant may not sell or encumber the equipment described in Exhibit B without the written consent of the District.

2.10.13 The District has made no representations or guarantees to the Participant regarding the quality, condition, or proposed use of the low emission vehicle and engine technology funded under this Agreement or the effects of such technology on the normal operations of the Participant.

2.10.14 If either of the events listed in this paragraph occur, the Participant must notify the District 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 a catastrophic loss; or
- (ii) The Participant files for bankruptcy; or
- (iii) Any other event has occurred or is likely to occur that could impair the Participant's ability to perform the conditions of this Agreement.

2.10.15 This Agreement will bind the successors of the District and Participant in the same manner as if they were expressly named.

2.10.16 Correspondence between the District and Participant should be addressed to the following:

To District	To Participant
Gary A. Bailey Sacramento Metropolitan AQMD 777 12 th Street, 3 rd Floor Sacramento, CA 95814-1908 Phone: (916) 874-4800 FAX: (916) 874-4899	County of El Dorado 2441 Headington Road Placerville, CA, 95667 Phone: (530) 642-4900 FAX: (530) 642-9238

The address and/or contacts may be changed only by written notice to the other party. Such written notice may be given by mail or personal service.

2.10.17 This Agreement consists of the following:

- (i) Participant Agreement
- (ii) Exhibit A – Map of Sacramento Federal Nonattainment Area
- (iii) Exhibit B – Vehicle and Engine Information Page
- (iv) Exhibit C – Performance Requirements
- (v) Exhibit D – Insurance Requirements
- (vi) Exhibit E – Certificates (for Fleet Modernization projects only)

DISCLOSURE AGREEMENT: The undersigned representative of Participant affirmatively states that neither they or any other representative of Participant will submit another application or sign another contract for the same engine(s), equipment, and/or vehicle(s) detailed in Exhibit B with any other source of funds, including but not limited to other air districts or multidistrict funding under the Carl Moyer Program.

Any owner or owner's designee who is found to have submitted multiple applications or signed multiple contracts for the same engine(s), equipment, and/or vehicle(s) shall, at a minimum, be disqualified from funding for that engine(s) 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 Carl Moyer Program solicitations. In addition, as a violation of law, including but not limited to the Health and Safety Code and Business and Professions Code, ARB and the districts may levee fines and/or seek criminal charges.

The County Officer or employee with responsibility for administering this agreement is Tom Celio, Deputy Director of Maintenance, Department of Transportation, or successor.

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.

Approved by Participant "County of El Dorado"



Chairman
Board of Supervisors
El Dorado County


Date: 10/17/06

Attest:
Cindy L. Keck
Clerk of the Board of Supervisors

By: 
Deputy Clerk

Date: 10/17/06

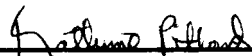
Approved by the Sacramento Metropolitan Air Quality Management District



Larry Greene
Air Pollution Control Officer

Date: 11/2/06

Reviewed by:



Kathrine Pittard

Date: 11/1/06

District Counsel

EXHIBIT A – MAP OF SACRAMENTO FEDERAL NONATTAINMENT AREA (SFNA)

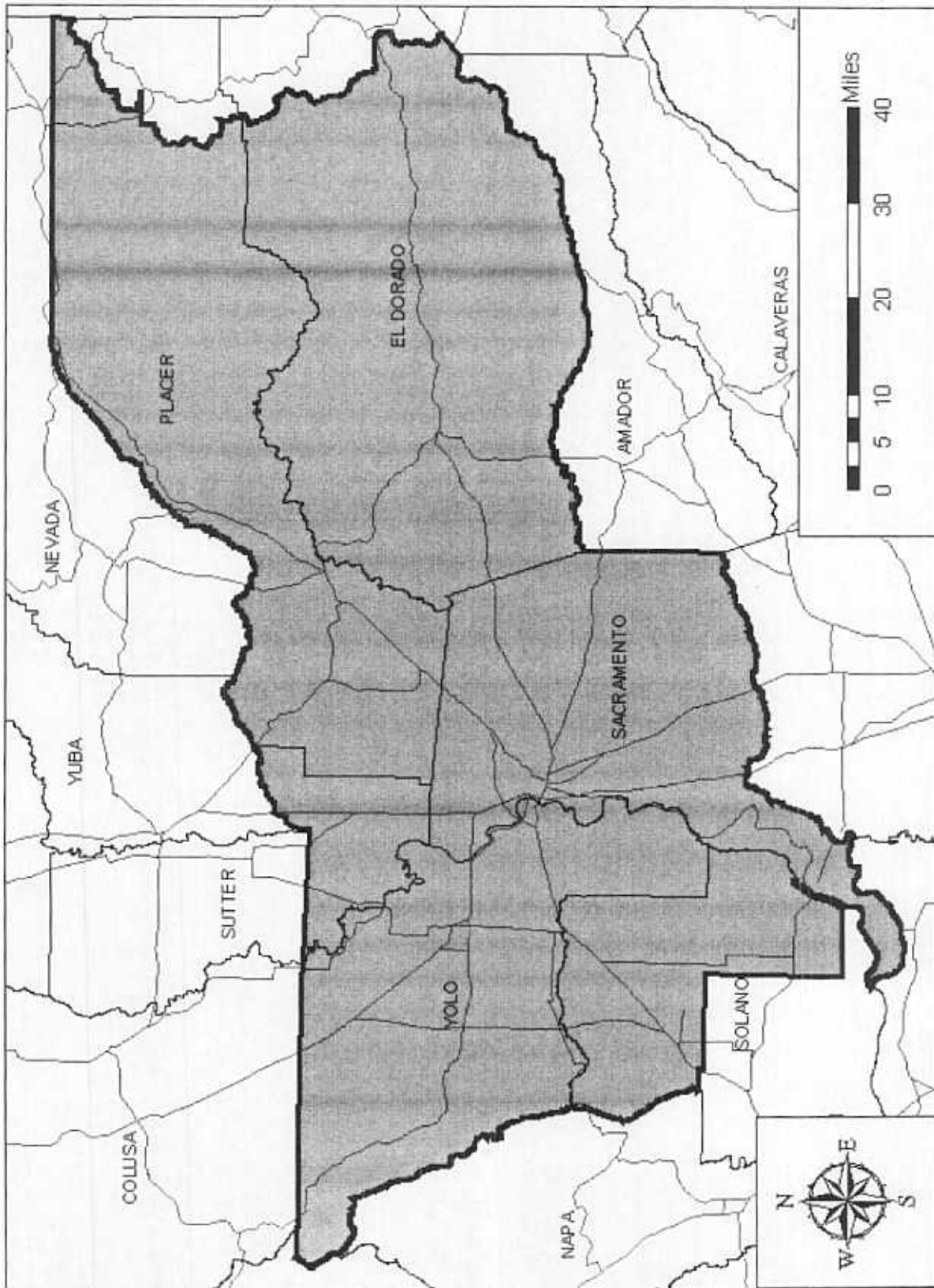


EXHIBIT B

Vehicle / Equipment Information Form

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

Equipment: Snow Blower

Project Type: Repower

Counties Vehicle Currently Operates (check all that apply)

<input type="checkbox"/>	Sacramento	<input type="checkbox"/>	Yolo	<input type="checkbox"/>	Solano	<input checked="" type="checkbox"/>	El Dorado	<input type="checkbox"/>	Placer	<input type="checkbox"/>	Sutter
Main Location of Operation (include cross streets)											

Annual Vehicle Usage Information (be able to prove mileage/hours -- map available for reference)

	Within the Sacramento Ozone Non-Attainment Area		Outside of Sacramento Ozone Non-Attainment Area		Total Operation
	May-October	November-April	May-October	November-April	
Miles/Hours	350	0	0	0	350

Existing Vehicle Information

Make: Idaho Norland	Model: CAPS-H	Model Year: 1975	GVWR:
Vehicle Identification Number: 1068	Fleet Identification Number: 41-06	License Plate: E684190	Odometer: 12,369

Existing Engine Information

Make: Detroit Diesel	Model: 12V71	Model Yr: 1975	Serial Number: 12V045531	HP: 525	Hour Meter: 12,369
Fuel Type: Diesel					

New or Replacement Vehicle Information

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

New Engine or Retrofit System Information

Make: Cummins	Model: QSK15	Model Yr: 2006	Serial Number:	HP: 485	NOx Cert: 3.00 g/bhp-hr
Fuel Type: Diesel					

EXHIBIT B

Vehicle / Equipment Information Form

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

Equipment: Snow Blower

Project Type: Repower

Counties Vehicle Currently Operates (check all that apply)

<input type="checkbox"/>	Sacramento	<input type="checkbox"/>	Yolo	<input type="checkbox"/>	Solano	<input checked="" type="checkbox"/>	El Dorado	<input type="checkbox"/>	Placer	<input type="checkbox"/>	Sutter
Main Location of Operation (include cross streets)											

Annual Vehicle Usage Information (be able to prove mileage/hours -- map available for reference)

	Within the Sacramento Ozone Non-Attainment Area		Outside of Sacramento Ozone Non-Attainment Area		Total Operation
	May-October	November-April	May-October	November-April	
Miles/Hours	350	0	0	0	350

Existing Vehicle Information

Make: Idaho Norland	Model: Caps-H	Model Year: 1974	GVWR:
Vehicle Identification Number: 1040	Fleet Identification Number: 41-02	License Plate: E651770	Odometer: 13,130

Existing Engine Information

Make: Detroit Diesel	Model: 12V71	Model Yr: 1974	Serial Number: 12VA045531	HP: 525	Hour Meter: 13,130
Fuel Type: Diesel					

New or Replacement Vehicle Information

Make:	Model:	Model Year:	GVWR:
Vehicle Identification Number:	Fleet Identification Number:		

New Engine or Retrofit System Information

Make: Cummins	Model: QSX15	Model Yr: 2006	Serial Number:	HP: 500	NOx Cert: 0.00 g/bhp-hr
Fuel Type: Diesel					

EXHIBIT B

Vehicle / Equipment Information Form

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

Equipment: Snow Blower

Project Type: Repower

Counties Vehicle Currently Operates (check all that apply)

<input type="checkbox"/>	Sacramento	<input type="checkbox"/>	Yolo	<input type="checkbox"/>	Solano	<input checked="" type="checkbox"/>	El Dorado	<input type="checkbox"/>	Placer	<input type="checkbox"/>	Sutter
Main Location of Operation (include cross streets)											

Annual Vehicle Usage Information (be able to prove mileage/hours -- map available for reference)

	Within the Sacramento Ozone Non-Attainment Area		Outside of Sacramento Ozone Non-Attainment Area		Total Operation
	May-October	November-April	May-October	November-April	
Miles/Hours	350	0	0	0	350

Existing Vehicle Information

Make: Idaho Norland	Model: Caps-H	Model Year: 1979	GVWR:
Vehicle Identification Number: 1099	Fleet Identification Number: 41-07	License Plate: 1011644	Odometer: 7,889

Existing Engine Information

Make: Cummins	Model: KTA1150A	Model Yr: 1978	Serial Number: 31109206	HP: 600	Hour Meter: 7,889
Fuel Type: Diesel					

New or Replacement Vehicle Information

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

New Engine or Retrofit System Information

Make: Cummins	Model: QSK19	Model Yr: 2002	Serial Number:	HP: 600	NOx Cert: 0.00 g/bhp-hr
Fuel Type: Diesel					

EXHIBIT C – PERFORMANCE REQUIREMENTS

The below listed vehicle(s)/engine(s) must meet the minimum performance requirements shown to avoid reimbursement according to Section 2.8 of this Agreement

Vehicle and Engine Year Make & Model*	Vehicle and Engine Serial Numbers*	Minimum Usage (hours or miles)	Anticipated Annual NOx Reduction (tons)	Payback Requirement per Hour/Mile	Maximum Incentive Amount **
2006 Cummins QSK15		2,450	1.11	\$29.42	\$72,067
2006 Cummins QSX15		2,450	1.20	\$29.42	\$72,067
2002 Cummins QSK19		2,450	1.10	\$29.42	\$72,067
Total			3.41		\$216,201.00

* The District will fill in information upon verification of project completion.

** The Maximum Incentive Amount includes \$650.00 towards the purchase and installation of a District-approved digital odometer.

EXHIBIT D – INSURANCE REQUIREMENTS

Verification of Coverage

Participant shall furnish the District 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 the District before work commences. The District 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, effecting the coverage required by these specifications.

Minimum Scope of Insurance

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

Coverage shall 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 motor vehicle(s) and emission control system(s) included in this project.

Minimum Limits of Insurance

Participant shall 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 shall apply separately to this project/location or the general aggregate limit shall 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

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The District 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 the District and the general public are adequately protected.

EXHIBIT E – CERTIFICATES

CERTIFICATE

Existing Vehicle Acceptance and Salvage

Participant Agreement

Participant

Agreement Number VET 06-0123

Contact
Company Name
Address
City, State, Zip
Phone Number

Existing Vehicle / Engine Information

Make:

Engine Make:

Model:

Model:

Year:

Year:

VIN:

Engine Serial Number:

Odometer Reading:

Horsepower:

Date existing vehicle was accepted by dealership:

Dealership Statement:

I certify under penalty of perjury that: (i) ownership of the vehicle identified above was transferred to me on _____, and (ii) I understand that I have 30 days to transfer vehicle to an authorized salvage company for salvage, as provided in the Program guidelines and Master Agreement.

Dealership:

Address:

City, State, Zip:

Phone Number:

(business stamp ok)

Authorized Name:

Authorized Signature:

Date:

Date salvage yard received vehicle:

Salvage Yard Statement:

I certify under penalty of perjury that within 30 days from the date I received the old vehicle or engine identified above: (i) the engine block was cracked, (ii) the vehicle frame rails cut, and (iii) a Non-Repairable Vehicle Notice has been filed with the DMV. Photos of the destroyed vehicle that are required under the Program Guidelines are attached to this Existing Vehicle Acceptance and Salvage Certificate.

Dealership:

Address:

City, State, Zip:

Phone Number:

(business stamp ok)

Authorized Name:

Authorized Signature:	Date:
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CERTIFICATE

Vehicle / Equipment Inspection Form

Participant Agreement

Participant Information	Agreement Number VET
Contact	
Company Name	
Address	
City, State, Zip	
Phone Number	

Existing Vehicle / Engine Information	Inspection Date:
Vehicle Make:	Engine Make:
Model:	Model:
Year:	Year:
VIN:	Engine Serial Number:
Odometer Reading:	Horsepower:

New Vehicle / Engine Information	Inspection Date:
Vehicle Make:	Engine Make:
Model:	Model:
Year:	Year:
VIN:	Engine Serial Number:
Odometer Reading:	Horsepower:

Dealership Statement:

I certify under penalty of perjury that: (i) the information provided above is accurate, and (ii) that I understand that this Vehicle / Equipment Inspection Certificate is incorporated in the Master Agreement.

Dealership:
Address:
City, State, Zip:
Phone Number:

(business stamp ok)

Authorized Name:

Authorized Signature:	Date:
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CERTIFICATE

Existing Vehicle Acceptance and Salvage

Participant Agreement

Participant

Agreement Number VET 06-0123

Contact
Company Name
Address
City, State, Zip
Phone Number

Existing Vehicle / Engine Information

Make:

Engine Make:

Model:

Model:

Year:

Year:

VIN:

Engine Serial Number:

Odometer Reading:

Horsepower:

Date existing vehicle was accepted by dealership:

Dealership Statement:

I certify under penalty of perjury that: (i) ownership of the vehicle identified above was transferred to me on _____, and (ii) I understand that I have 30 days to transfer vehicle to an authorized salvage company for salvage, as provided in the Program guidelines and Master Agreement.

Dealership:

Address:

City, State, Zip:

Phone Number:

(business stamp ok)

Authorized Name:

Authorized Signature:

Date:

Date salvage yard received vehicle:

Salvage Yard Statement:

I certify under penalty of perjury that within 30 days from the date I received the old vehicle or engine identified above: (i) the engine block was cracked, (ii) the vehicle frame rails cut, and (iii) a Non-Repairable Vehicle Notice has been filed with the DMV. Photos of the destroyed vehicle that are required under the Program Guidelines are attached to this Existing Vehicle Acceptance and Salvage Certificate.

Dealership:

Address:

City, State, Zip:

Phone Number:

(business stamp ok)

Authorized Name:

Authorized Signature:	Date:
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CERTIFICATE

Vehicle / Equipment Inspection Form

Participant Agreement

Participant Information Contact Company Name Address City, State, Zip Phone Number	Agreement Number VET
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Existing Vehicle / Engine Information	Inspection Date:
Vehicle Make:	Engine Make:
Model:	Model:
Year:	Year:
VIN:	Engine Serial Number:
Odometer Reading:	Horsepower:

New Vehicle / Engine Information	Inspection Date:
Vehicle Make:	Engine Make:
Model:	Model:
Year:	Year:
VIN:	Engine Serial Number:
Odometer Reading:	Horsepower:

Dealership Statement:

I certify under penalty of perjury that: (i) the information provided above is accurate, and (ii) that I understand that this Vehicle / Equipment Inspection Certificate is incorporated in the Master Agreement.

Dealership: Address: City, State, Zip: Phone Number:	(business stamp ok)
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Authorized Name:	Date:
Authorized Signature:	Date: