

ORIGINAL

Buckeye Union School District

FIRST AMENDMENT TO FUNDING AGREEMENT #510-F1411

THIS FIRST AMENDMENT to that Funding Agreement #510-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 Buckeye Union 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 New School Bus Replacement Project, Completion and Workplan Schedule pursuant to Funding Agreement #510-F1411, dated May 8, 2014, 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 IV, Payments**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, AQMD and District mutually agree that Agreement #510-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 IV, Payments, of the Agreement is amended in its entirety to read as follows:

ARTICLE IV

Payments: AQMD will reimburse District after itemized invoices and verification are submitted to AQMD, Attention: Dave Johnston, APCO, and such invoices and verification are approved by AQMD as set forth below.

- A. Said invoice shall set forth in detail the eligible Project expenses incurred pursuant to this Agreement.
- B. The itemized invoices and supporting documentation are subject to verification and approval by the APCO. Payment to District for eligible Project expenses will be made within forty-five (45) calendar days of the APCO's approval and verification. Submitted documentation must include the original invoice from the District to AQMD for the amount allowable under the LESBP.

- C. The amount to be paid to District under this Agreement is applicable only to the base cost of the replacement school bus and eligible optional equipment, including all sales and use taxes.
- D. In no event shall reimbursement paid by AQMD to District for the eligible Project expenses pursuant to this Agreement exceed the amount set forth in ARTICLE III, Reimbursement / Funding Cap.

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 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 #510-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 #510-F1411 on the dates indicated below.

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

By: _____

Dated: _____

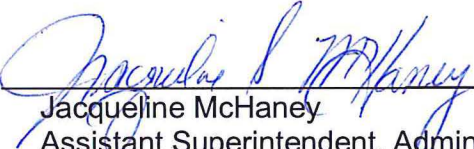
Board of Directors
"AQMD"

Attest:
James S. Mitrissin
Clerk of the Board

By: _____
Deputy Clerk

Dated: _____

-- BUCKEYE UNION SCHOOL DISTRICT --

By:  _____
Jacqueline McHane
Assistant Superintendent, Administrative Services
"District"

Dated: 9/18/15

Amended Exhibit A

**NEW SCHOOL BUS REPLACEMENT PROJECT COMPLETION
AND IMPLEMENTATION WORKPLAN AND SCHEDULE**

BUCKEYE UNION SCHOOL DISTRICT

The Lower-Emission School Bus Program (LESBP) provides grants for the purchase of new, lower emission school buses 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 a basic school bus plus selected safety options, subject to LESBP constraints.

BUCKEYE UNION SCHOOL DISTRICT (DISTRICT) has submitted the attached “AB923 Funding Application New School Bus Replacement (Application) and Vehicle Quotation” to the El Dorado County Air Quality Management District (AQMD) seeking incentive funds to replace the following existing school buses:

Existing Buses:

Vehicle Year	Make	VIN	Engine Year	Engine Make	Bus ID#
1986	Crown	1C9FJ17A5GC102295	1986	Cummins	16
1988	Crown	1C9HL12A5TC102233	1988	Detroit	14

With the following new school buses

Vehicle Year	Make	VIN
2015	Thomas	TBD
2015	Thomas	TBD

The school buses to be replaced meet all the eligibility requirements as described in the 2008 LESBP Guidelines.

I. PROJECT COMPLETION

TASK 1 – Order and Delivery of Replacement Bus

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

- Order the replacement school buses as specified in the attached Vehicle Quotation.
- Notify the AQMD upon delivery and acceptance of the school buses (2008 LESBP Guidelines Chapter V, Section N).
- Take delivery within one (1) year of signed Agreement.

TASK 2 – Disposal of the Replaced School Bus

Within **60 days** of accepting delivery of the new replacement bus:

- The replaced buses must be taken out of service and dismantled in accordance with the definition of “dismantle” set forth in 2008 LESBP Guidelines (Appendix A). DISTRICT must maintain all documentation pertaining to the disposal of the

replaced buses in accordance with the requirements detailed in Appendix E of the 2008 LESBP Guidelines.

TASK 3 – Reporting and Records Submittal

Within **60 days** of accepting delivery of each new replacement bus DISTRICT shall submit to AQMD the following records:

- A copy of the Department of CA Highway Patrol Inspection Approval Certificate (292 Card) for each new replacement bus.
- A copy of the DMV registration for each new replacement bus.

TASK 4 – 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 disposal of the replaced bus as detailed in Appendix E, Section B (and also in Chapter V, Section N) of the 2008 LESBP Guidelines.
- 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 5 – Bus Operation

- DISTRICT shall own, operate and maintain the replacement buses 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 6 – 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 replacement bus including annual mileage for each bus. Exhibit B 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 replacement bus Project.
- DISTRICT acknowledges that this Agreement is subject to examination and audit by the California State Auditor pursuant to Government Code Section 8546.7.