

**BLACK OAK MINE UNIFIED SCHOOL DISTRICT**

**AB923 School Bus Replacement**

**FUNDING AGREEMENT #509-F1411**

---

**THIS AGREEMENT**, made and entered 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 **Black Oak Mine Unified School District**, (hereinafter referred to as "District");

**W I T N E S S E T H:**

**WHEREAS**, the California Clean Air Act requires local air districts to reduce emissions from motor vehicles; and

**WHEREAS**, AB 923, codified in California Health and Safety Code (H&SC) section 44225, authorizes districts to impose an additional fee of up to two dollars upon certain registered motor vehicles within AQMD, and the Governing Board of AQMD has imposed said fee; and

**WHEREAS**, AB 923 (H&SC section 44229(b)) requires AQMD to use said funds for: (1) projects eligible for grants under the Carl Moyer Air Quality Standards Attainment Program; (2) the new purchase, retrofit, repower or add on equipment for previously unregulated agricultural sources of air pollution, (3) the purchase of new, or retrofit of emissions control equipment for existing, school buses pursuant to the Lower-Emission School Bus Program (LESBP) adopted by the state board; and (4) an accelerated vehicle retirement or repair program; and

**WHEREAS**, District has proposed a Project Proposal that meets the eligibility criteria of LESBP and AQMD and that has been approved by AQMD for funding; and

**WHEREAS**, District represents that it is willing and able to perform the activities set forth herein; and

**WHEREAS**, it is the intent of the parties hereto that such activities be in conformity with all applicable federal, state and local laws;

**NOW, THEREFORE**, AQMD and District mutually agree as follows:

**ARTICLE I**

**Project/Project Milestones:** District shall perform all activities and work necessary to complete the project as set forth in the "New School Bus Replacement Project, Completion and Implementation Workplan and Schedule" (hereinafter referred to as "Project") attached hereto as Exhibit A and incorporated herein by this reference. District agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and

complete, per schedule, in a professional manner, the services described herein. District represents that District has the expertise necessary to adequately perform the Project, specified in Exhibit A, marked "New School Bus Replacement Project Completion and Implementation Workplan and Schedule," all applicable updates, amendments, and clarifications, and agrees that:

1. District shall own, operate, and maintain the new replacement school bus within El Dorado County in a daily use status for five (5) years or more. District is responsible for reporting to AQMD, on a yearly basis, and in accordance with Exhibit B, marked "AB 923 New School Bus Replacement Project Annual Usage Reporting Form," the use status of each replacement bus. If District fails to own, operate, and maintain the new replacement bus for at least five (5) years after purchase, District shall immediately reimburse to AQMD the pro rata share of the awarded funding based on the minimum five year requirement.
2. District agrees to operate and maintain the new replacement school bus in accordance with the manufacturer's specifications and recommendations and the terms of this Agreement.
3. The obligations set forth in this ARTICLE I, Project/Project Milestones, shall survive any termination of this Agreement.

In the event of any conflict between or among the terms and conditions of this Agreement, the Project Proposal incorporated herein, and the documents referred to and incorporated herein, such conflict shall be resolved by giving precedence in the following order of priority:

1. The text of this Agreement;
2. The California Air Resources Board (ARB) 2008 LESBP Guidelines, issued April 15, 2008 including all applicable updates, amendments and clarifications found in the Advisory Mailouts and all collectively referred to as the "LESBP Guidelines" throughout this Agreement;
3. Exhibit A to this Agreement; and
4. The "School Bus Replacement Request for Proposals" (RFP) released to Interested Parties by AQMD and dated December 10, 2013.

## **ARTICLE II**

**Term and Performance Timetable:** District shall commence performance of work and produce all work products, and complete the Project within the deadlines for performance, as identified in Exhibit A of this Agreement, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement. No work may begin on the Project until this Agreement is fully executed.

District shall ensure the existing school bus, which is being replaced, is dismantled within sixty (60) days of the receipt of the new, replacement bus, in accordance with the definition of

“dismantle” set forth in 2008 LESBP Guidelines, Appendix A. In accordance with Appendix E of the LESBP Guidelines, District shall obtain, retain and send to AQMD required documentation of the dismantling and disposal of the replaced bus. District shall submit all other regular reports as specified in Exhibit A.

### **ARTICLE III**

**Reimbursement/Funding Cap:** AQMD will reimburse District for the cost of the Project in an amount not to exceed \$279,999.00, as follows:

1. If the funding identified above does not cover the total cost of the Project as outlined in the Project Proposal, District shall obtain through other sources sufficient additional monies to fund the total cost of the Project. Proof of such additional monies in the form required by AQMD shall be submitted to AQMD for approval prior to starting any work under this Agreement. In the event funding from other sources for the total cost of the Project is not received by District, AQMD reserves the right to terminate or renegotiate this Agreement in its sole discretion.
2. The total obligation of AQMD under this Agreement Shall Not Exceed \$279,999.00 inclusive of all applicable sales taxes and use taxes.
3. In no event shall funding under this Agreement exceed the applicable funding cap set forth in the LESBP Guidelines.

### **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 Exhibit A.

**Closeout Period:** All final claims for reimbursement shall be submitted by District to AQMD within sixty (60) days after the delivery of the replacement bus is completed. No action will be taken by AQMD and no reimbursement will be made on claims submitted beyond the 60-day closeout period.

#### **ARTICLE V**

**Non-Allocation of Funds:** The terms of this Agreement and the reimbursement to be provided hereunder are contingent on the approval of funding by the appropriating government agency. If sufficient funds are not allocated for AB 923 funding, AQMD may request that the Project be modified and the Agreement amended or AQMD may, in its sole discretion, terminate this Agreement at any time by giving the District written notice of termination of this Agreement due to non-allocation of funds. Such notice shall be effective immediately subject to reimbursement for activities properly performed prior to termination and as limited by available funding.

#### **ARTICLE VI**

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

#### **ARTICLE VII**

**Independent District/Liability:** District is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs work required by the terms of this Agreement and exclusively assumes responsibility for the acts of District's employees, associates, and subcontractors in connection with the performance of District's obligations under the Project and this Agreement.

District shall be responsible for performing the work under this Agreement in a safe, professional, skillful, and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. AQMD shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to District or its employees.

ARTICLE VII, Independent District/Liability, shall survive any termination of this Agreement.

#### **ARTICLE VIII**

**Termination:** AQMD may withhold payments or immediately suspend or terminate this Agreement, in whole or in part, where in the determination of AQMD there is:

1. An illegal or improper use of the grant funds;

2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report is submitted to AQMD;
4. A failure to submit documentation detailing disposition of the replacement school bus, in compliance with the 2008 LESBP Guidelines, within 60 days of accepting delivery of the new school bus; or
5. Improperly performed services.

In no event shall any payment by AQMD constitute a waiver by AQMD of any breach of this Agreement or any default, which may then exist on the part of District. Neither shall such payment impair or prejudice any remedy available to AQMD with respect to the breach or default. District shall promptly refund to AQMD, upon demand, any funds disbursed to District under this Agreement which in the judgment of AQMD were not expended in accordance with the terms of this Agreement. This obligation of District to refund monies shall survive any termination of the Agreement.

In addition to immediate suspension or termination, AQMD may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

Either party may terminate this Agreement without cause at any time upon giving the other party thirty (30) days advance, written notice of termination. In such case, AQMD will, pursuant to the requirements of Section 3, pay its pro rata share of the reasonable value of all services satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, the entire work product produced by District shall be promptly delivered to AQMD. However, District acknowledges and agrees that its obligations under ARTICLE I, Project/Project Milestones, survive any termination of this Agreement.

#### **ARTICLE IX**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to AQMD shall be addressed as follows:

Air Quality Management District  
330 Fair Lane  
Placerville, CA 95667  
Attn.: Dave Johnston, Air Pollution Control Officer

or to such other location as AQMD directs.

with a copy to:

County Of El Dorado  
Chief Administrative Office  
Procurement and Contracts Division  
360 Fair Lane  
Placerville, CA 95667  
Attn.: Terri Daly, Purchasing Agent

Notices to District shall be addressed as follows:

Black Oak Mine Unified School District  
6450 Wentworth Springs Road  
Georgetown, CA 95634  
Attn.: Robert Williams, Superintendent

or to such other location as District directs.

#### **ARTICLE X**

**Change of Address:** In the event of a change in address for District's principal place of business, District's Agent for Service of Process, or Notices to District, District shall notify AQMD in writing as provided in ARTICLE IX, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by AQMD's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

#### **ARTICLE XI**

**Indemnity:** District shall defend, indemnify, and hold AQMD harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, AQMD employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with District's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of AQMD, the District, contractor(s), subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of AQMD, its officers and employees, or as expressly prescribed by statute. This duty of District to indemnify and save AQMD harmless includes the duties to defend set forth in California Civil Code Section 2778.

This indemnification obligation shall survive any termination of this Agreement.

#### **ARTICLE XII**

**Insurance:** District shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Management Division and documentation evidencing that District maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of District as required by law in the State of California.

- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by District in the performance of the Agreement.
- D. In the event District is a licensed professional and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.
- E. District shall furnish a certificate of insurance satisfactory to the County of El Dorado Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County of El Dorado Risk Management Division, or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. District agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, District shall immediately provide a new certificate of insurance as evidence of the required insurance coverage. In the event District fails to keep in effect at all times insurance coverage as herein provided, AQMD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. New certificates of insurance are subject to the approval of County's Risk Management Division, and District agrees that no work or services shall be performed prior to the giving of such approval.
- H. The certificate of insurance must include the following provisions stating that:
  - 1. The insurer will not cancel the insured's coverage without prior written notice to El Dorado County and AQMD; and
  - 2. The County of El Dorado, AQMD, its officers, officials, employees and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. District's insurance coverage shall be primary insurance as respects the County of El Dorado, AQMD, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by AQMD, its officers, officials, employees or volunteers shall be in excess of District's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to, and approved by, the County of El Dorado and AQMD. At the option of the County of El Dorado and AQMD, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to the County of El Dorado, AQMD, its officers, officials, employees and volunteers; or District shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County of El Dorado, AQMD, its officers, officials, employees, or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, AQMD, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. District's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event District cannot provide an occurrence policy, District shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the County of El Dorado, AQMD, either independently or in consultation with County's Risk Management Division as essential for protection of the County of El Dorado and AQMD.

### **ARTICLE XIII**

**Audits, Inspections and Enforcement:** District shall maintain and retain all required documentation and records pertaining to the Project listed in 2008 LESBP Guidelines (Appendix E, Section B). District shall retain the documentation for activities performed under this Agreement for at least two years from the termination of District's obligations under this Agreement or until all state and federal audits are completed for the applicable fiscal year, whichever is later.

AQMD, ARB, the California Department of Finance (DoF), or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement – this includes programmatic and fiscal records and documentation. AQMD and ARB, as an intended third party beneficiary, have the right to audit and enforce the terms of the Agreement at any time during the Agreement term plus two years. District shall maintain such records for possible audit for a minimum of the Agreement term plus two years. District shall allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records for a minimum of the Agreement term plus two years. Further, District agrees to include a similar right of AQMD and the State to audit records and interview staff in any subcontract related to performance of the Agreement. AQMD, ARB, or their designated representative shall



have the right to inspect the Project equipment during the entire term of the Agreement plus two years as long as it is still in use after the Agreement term. If, after audit, AQMD, ARB or DoF make a determination that funds provided to District pursuant to this Agreement were not spent in conformance with this Agreement, the 2008 LESBP Guidelines or any other applicable provisions of law, District agrees to immediately reimburse AQMD all funds determined to have been expended not in conformance with said provisions.

District acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code §8546.7. In order to facilitate these potential examinations and audits, District shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records and documentation necessary to demonstrate performance under the Agreement.

The obligations set forth in this section shall survive any termination of this Agreement.

#### **ARTICLE XIV**

**Time is of the Essence and Liquidated Damages:** It is understood that time is of the essence for the purchase of new school buses to replace older, higher-polluting buses. The parties reasonably anticipate that District shall, to the reasonable satisfaction of AQMD, complete all activities provided herein within the time schedule outlined in Exhibit A to this Agreement. Failure to timely deliver the new school buses will result in harm to AQMD, District, schoolchildren, and air quality in El Dorado County. Further, every day in which delivery of a new school bus has been delayed may result in additional costs to AQMD and District to rent or lease an equivalent bus or otherwise mitigate the damages from the delay; such costs are definite but unquantifiable at the time of execution of this Agreement. Therefore, the parties acknowledge and agree to pay liquidated damages for failure to timely deliver the new school buses, as specified below:

For every day after the deadline specified in Exhibit A to this Agreement in which a bus is not delivered as specified in this Agreement, AQMD will reduce the grant payment by \$100 per day per bus purchased with AB 923 funds.

Contracts/purchase orders between District and school bus distributors/vendors shall include a similar liquidated damages clause in which school bus distributor/vendor shall be liable to the school district for liquidated damages in the amount of \$100 per day per bus purchased with AB 923 funds for each day a bus is delivered after the deadline specified in Exhibit A.

#### **ARTICLE XV**

**Compliance With Applicable Laws:** District shall comply, for the full term of this Agreement, with all federal, State, and local laws and ordinances which are or may be applicable to the Project to be undertaken by District including but not limited to the 2008 LESBP Guidelines, criteria, and program requirements, California Health and Safety Code sections 44220 et seq, all ARB and AQMD criteria thereunder, prevailing wage requirements and work day definitions

where applicable, Government Code Section 8546.7, contracting license requirements and permits.

#### **ARTICLE XVI**

**CHP Safety Inspection:** District agrees to have a CHP safety certification inspection [per Title 13, CCR section 1272(c)] after purchase of the new replacement bus and prior to the bus's return to service.

Upon satisfactory completion of the CHP safety certification inspection, District must obtain a copy of a Safety Compliance Report/Terminal Record Update (CHP 343), or a copy of a Vehicle/Equipment Inspection Report Motor Carrier Safety Operations form (CHP 343A).

#### **ARTICLE XVII**

**Maintenance:** District shall operate and maintain the replacement bus according to the manufacturer's warranty specifications for as long as District owns and operates each replacement bus.

#### **ARTICLE XVIII**

**Fuel Additives:** District agrees fuel additives are not allowed to be used unless specifically identified as allowable in the specific engine Executive Order.

#### **ARTICLE XIX**

**California Forum and Law:** Any dispute resolution action arising out of this Agreement, including but not limited to litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

#### **ARTICLE XX**

**Business License:** County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it shall comply with all of the requirements of County's Business License Ordinance prior to beginning work under this Agreement and at all times during the term of this Agreement.

#### **ARTICLE XXI**

**Agreement Administrator:** The AQMD Officer or employee with responsibility for administration of this Agreement is Dave Johnston, Air Pollution Control Officer, or successor.

#### **ARTICLE XXII**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXIII**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

**ARTICLE XXIV**

**No Third Party Beneficiaries:** Except as otherwise provided in Article XIII, Audits, Inspections and Enforcement, nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

**ARTICLE XXV**

**Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

**ARTICLE XXVI**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral Agreements or understandings.

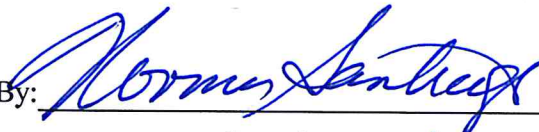
**Requesting Agreement Administrator Concurrence:**

By:   
\_\_\_\_\_  
Dave Johnston  
Air Pollution Control Officer

Dated: 5-16-14

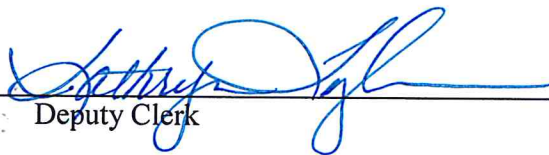
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

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

By:   
**Norma Santiago, Chair**  
Board of Directors  
"AQMD"

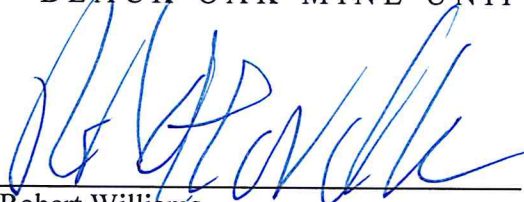
Dated: 4-22-14

Attest:  
James S. Mitrison  
Clerk of the Board

By:   
Deputy Clerk

Dated: 4-22-14

--BLACK OAK MINE UNIFIED SCHOOL DISTRICT--

By:   
**Robert Williams**  
Superintendent  
"District"

Dated: 5-3-2014

## Exhibit A

---

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

#### **BLACK OAK MINE UNIFIED 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.

BLACK OAK MINE UNIFIED SCHOOL DISTRICT (DISTRICT) has submitted the attached "AB923 Funding Application New School Bus Replacement 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:

<u>Vehicle Year</u>	<u>Make</u>	<u>VIN</u>	<u>Engine Year</u>	<u>Engine Make</u>	<u>Bus ID#</u>
1988	Gillig	15GAC09YXJ1030425	1988	Detroit	12
1992	Bluebird	1BAAKB5A7NF049064	1992	Cummins	22

With the following new school buses

<u>Vehicle Year</u>	<u>Make</u>	<u>VIN</u>
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 (ends 1 year and 60 days from signed Agreement date)**

##### **TASK 1 – Order 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 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 – Invoice AQMD**

Within **60 days** of accepting delivery of each new replacement bus, 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.

**TASK 4 – 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.

**II. PROJECT IMPLEMENTATION**

**(5 years beginning on final invoice payment of replacement bus)**

**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 (per 2008 LESBP requirements) which coincides with the end of the Agreement. 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