

CARL MOYER PROGRAM GRANT AGREEMENT  
BETWEEN  
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
AND  
Mt. Diablo Unified School District

25SBP123

This Carl Moyer Program grant agreement ("Agreement") is made and entered into between Mt. Diablo Unified School District, hereinafter referred to as "Grantee," and the Bay Area Air Quality Management District, hereinafter referred to as the "Grantor" or "Air District," hereinafter collectively referred to as the "Parties."

RECITALS

- 1) The Carl Moyer Memorial Air Quality Standards Attainment Program, California Health and Safety Code section 44275 et seq. ("Program"), is an incentive program to provide grants in order to reduce emissions of oxides of nitrogen, particulate matter (PM10), and reactive organic compounds in the State from sources of air pollution, such as heavy-duty and light-duty diesel vehicles, off-road construction equipment, marine vessels, and agricultural sources of pollution, by measures such as replacement of engines with cleaner-than-required engines or installation of emission reduction equipment.
- 2) The California Air Resources Board ("CARB"), which oversees and administers the Program, has adopted guidelines and criteria for the Program's implementation entitled The Carl Moyer Program Guidelines, Approved Revision 2017 and subsequent CARB advisories issued for Program implementation (together the "CARB Program Guidelines"). The Air District implements the Program in the San Francisco Bay Area air basin in accordance with the CARB Program Guidelines and the criteria and guidelines of the Air District.
- 3) Based on the information provided in the Grantee's project application, the Air District determined that the Grantee proposed a project ("Project", the details of which are presented in Attachment A) to replace or install equipment that is eligible for Program funding and meets the CARB Program Guidelines and the Air District's criteria and guidelines, including cost-effectiveness requirements. In entering into this Agreement, the Air District has relied upon the representations in Grantee's project application.
- 4) This Agreement is made pursuant to and in accordance with the requirements of the Program, established by the California State Legislature and implemented by CARB. All equipment funded under the terms of this Agreement ("Project Equipment") must meet the applicable requirements set forth in the CARB Program Guidelines. Any questions or disputes the Parties may have regarding the implementation of this Agreement shall be resolved in accordance with the CARB Program Guidelines.
- 5) On September 4, 2024, the Board of Directors of the Air District approved the Air District's recommendation to enter into an Agreement with Grantee to implement the Project provided Grantee meets all of the CARB Program Guidelines.

SECTION I

GRANTEE AGREES:

- 1) To implement the Project in accordance with the terms and conditions of this Agreement and all attachments hereto and the CARB Program Guidelines, which are incorporated herein by reference. Failure to comply with the terms and conditions of this Agreement, including requirements in attachments hereto and in the CARB Program Guidelines will be deemed a breach of this Agreement, and upon any such breach the Air District may pursue any remedies available under law, including requiring repayment of any funds awarded under this Agreement and/or terminating this Agreement

pursuant to the termination provisions herein. A breach of this Agreement may also disqualify Grantee from participating in future Air District incentive programs, at the discretion of the Air District.

- 2) To maintain each piece of Project Equipment according to the manufacturer's specifications throughout each respective Project Equipment Operational Period, as defined in Section III.1 below. No tampering or modification of the Project Equipment is allowed.
- 3) To complete the Project in accordance with the payment and reporting conditions identified in Attachment A. The Air District's funding obligation under this Agreement is limited to reimbursement of a percentage of Eligible Costs, as detailed herein, and reimbursement shall not exceed the Total Grant Funds Available, as specified in Attachment A, Paragraph 4. Any Project cost overruns are the sole responsibility of the Grantee.
- 4) To allow the staff and third-party representatives of the Air District and CARB to inspect the Project Equipment and to conduct financial and performance audits of the Project. Grantee agrees that the Air District, CARB, the CA Department of General Services, CA Department of Finance, the CA Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Project. Grantee further agrees to cooperate fully with such inspections and audits, including providing on a timely basis copies of any Project records related to performance of this Agreement requested by the Air District or CARB.
- 5) To acknowledge the Air District and the Carl Moyer Program as a funding source for the Project in any related media events, articles, news releases, or other publicity materials. Grantee must obtain prior written approval by the Air District in order to disseminate any report or other document describing the Program, the Project, or this Agreement.
- 6) To expend funds received under this Agreement only in accordance with the requirements of the Program, this Agreement, and all applicable provisions of law and regulations.
- 7) To permanently destroy and remove from service any equipment replaced as part of the Project ("Baseline Equipment") and to provide documentation to support destruction of the Baseline Equipment.
- 8) To operate and monitor the operation of each piece of Project Equipment throughout the Project Equipment Operational Period defined in Section III.1 below. Grantee will notify the Air District in writing of any change in registration or operational status of any Project Equipment funded and installed under this Agreement within ten (10) business days of its occurrence. For purposes of this Agreement, a "change in operational status" occurs whenever any Project Equipment is removed from active service, relocated outside the boundaries of the Air District, wrecked, scrapped, sold, assigned, or transferred to another entity, before full completion of the Project Equipment Operational Period.

If Grantee fails to provide the required written notice of a change in operational status on a timely basis, the Grantee is subject to the repayment requirements set forth in Paragraph 15 of Attachment A.

If the Grantee wishes to assign, transfer, or sell the Project Equipment to another entity before its contractual requirements have been satisfied, the new entity must agree to assume all of the outstanding requirements and sign a successor agreement with the Air District. If the new owner does not sign a successor agreement and assume all the outstanding contractual requirements, the original owner (Grantee) is subject to the repayment requirements set forth in Paragraph 15 of Attachment A.

- 9) To neither seek nor accept other private or public financial incentives for the Project without prior written approval from the Air District.
- 10) To obtain and maintain the insurance coverage specified in "Insurance Requirements," Attachment B, and to comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage.
- 11) To use the Air District's approved logo on any printed material intended for public consumption associated with the Project and on any signs posted at the site of any construction associated with the Project. The logo provided by the Air District shall be displayed on the Project Equipment identified in Attachment A, Paragraph 5.
- 12) To maintain and retain the Project records for at least three years after Agreement Term ends.

- 13) To comply with all “Special Conditions,” set forth in Attachment A.
- 14) To comply with the following nondiscrimination and compliance provisions: During the performance of this Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. Grantee shall include the nondiscrimination and compliance provisions of this clause in all agreements with contractors to perform work funded by this Agreement.
- 15) To be bound by and meet the requirements of all applicable provisions of State Labor Code Section 1720-1861 regarding prevailing wages paid to workers employed on public works and labor compliance and to provide confirmation of compliance if requested.
- 16) To accept tax liability associated with accepting grant funds.
- 17) To ensure that work products submitted to CARB, uploaded, or otherwise provided to CARB by the Grantee and/or its subcontractors under this Agreement comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194). For any work product provided to CARB in PDF format, the Grantee shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).
- 18) That this Agreement is binding on and will inure to the benefit of Grantee’s heirs, executors, and administrators.

## SECTION II

### AIR DISTRICT AGREES:

- 1) To reimburse Grantee for a percentage of Eligible Costs in an amount not to exceed the “Total Grant Funds Available,” set forth in Attachment A.
- 2) To endeavor to pay a percentage of the undisputed invoiced amount of the Eligible Costs incurred, and as adjusted for any Cost Reductions and/or in the case that Grantee has received funding from an Air District approved co-funding incentive source, within thirty (30) calendar days of receipt of the invoice.
- 3) To deliver the payment following the Air District’s verification that Grantee has completed the Project. Verification by Air District will include physical inspection of any Project Equipment specified in Attachment A, confirmation that the Project Equipment is operational and in service, and review of evidence of the permanent destruction of any Baseline Equipment replaced as part of the Project.
- 4) To provide reasonable notice to Grantee prior to Air District or CARB inspection or audit of the Project. What constitutes “reasonable notice” may be based in part upon any prior notice from CARB received by the Air District of such CARB audit or inspection.

- 5) CARB is an intended third-party beneficiary of this Agreement and shall have the right to enforce the terms of the Agreement to ensure emission reductions are obtained.
- 6) Availability of Funds: Air District's obligations under this Agreement are contingent upon the availability of funds. In the event such funds are not available, Air District will have no liability to pay any funds to the Grantee or to furnish any other consideration under this Agreement.

### SECTION III

#### AIR DISTRICT AND GRANTEE AGREE:

- 1) Agreement Term, Project Equipment Operational Period, and Project Term: The term of this Agreement ("Agreement Term") begins on the Effective Date and shall remain in effect until the conclusion of all Project Equipment Operational Periods, as set forth in Attachment A unless this Agreement is terminated earlier. A Project Equipment Operational Period begins when the piece of Project Equipment has been successfully inspected by the Air District and concludes upon the satisfaction of the usage requirement and project life requirement for that piece of Project Equipment. The Project Term begins at the start of the earliest Project Equipment Operational Period and ends at the conclusion of all Project Equipment Operational Periods. The Project Equipment Operational Period for each piece of Project Equipment is set forth in Table 1 of Attachment A. In no event shall Grantee operate a piece of Project Equipment for less than the minimum project term specified in the CARB Program Guidelines.
- 2) Termination:
  - a) Either Party may terminate this Agreement at will and without specifying any reason at any time prior to the Air District's transfer of Project funds by notifying the other Party in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of such notice. Notice shall be delivered in accordance with the Notice provisions set forth in Paragraph 5 below.
  - b) The Air District may terminate this Agreement for breach of the Agreement by Grantee by giving Grantee a minimum of ten (10) business days written notice of such breach and the opportunity to cure the breach within that period of time. The notice will specify the amount of Project Grant Funds to be reimbursed to the Air District, if any, which Grantee shall reimburse within thirty (30) days of the effective date of termination. The Air District shall calculate the reimbursement based on the repayment formula set forth in Paragraph 15 of Attachment A.
  - c) The Air District shall not pay any Project Grant Funds in the event that this Agreement is terminated, and no funds have been expended by Grantee. If the Project has been completed and the Air District has paid the grant funds to Grantee, Grantee may not terminate this Agreement pursuant to subparagraph 2(a), unless it reimburses the Air District the amount of Project Grant Funds due based on the repayment formula set forth in Paragraph 15 of Attachment A.
- 3) Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute, and deliver such other documents and instruments that are reasonably required to carry out the provisions, intent, and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 4) Indemnification: Grantee shall indemnify and hold harmless CARB, the Air District, its officers, employees, agents, representatives, and successors-in-interest from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by Grantee of its duties and obligations under this Agreement, and arising out of the operation of the engine and vehicle, vessel, locomotive, or other equipment that is the subject of this Agreement by the Grantee or its officers, agents, employees, representatives, and successors in interest.
- 5) Notices: All notices that are required under this Agreement shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person at the address listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail OR delivered in person. Notices shall be deemed to

have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST/PDT. Otherwise, receipt of notices shall be deemed to have occurred on the following business day.

AIR DISTRICT	Bay Area Air Quality Management District 375 Beale Street, Suite 600 San Francisco, CA 94105 Attn: Director of Strategic Incentives Project #: 25SBP123 grants@baaqmd.gov
GRANTEE	Mt. Diablo Unified School District 1936 Carlotta Drive Concord, California 94519 Attn: Cristian Lepe Project #: 25SBP123 lepec@mdusd.org

- 6) **Contacts:** The Contact for the Grantee shall be the person named in the Project application, which shall also list the Contact's address, telephone number, fax number, and email address. The Contact shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the contact for information about the Project. The Grantee shall notify the Air District of a change of the Contact's name or contact information in writing no later than ten (10) business days from the date of any change.
- 7) **Project Number:** All correspondence shall reference this Agreement number, which is the same as the Project Number or Project Application Number.
- 8) **Integration of Agreement:** This Agreement represents the final, complete, and exclusive statement of the agreement between the Grantee and the Air District and supersedes all prior and contemporaneous understandings and agreements of the Parties. No Party has been induced to enter into this Agreement nor is any Party relying upon any representation or warranty outside those expressly set forth herein.
- 9) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt to modify this Agreement orally shall be void and of no effect. Any change in Project scope shall constitute an amendment under this Agreement.
- 10) **Independent Contractor:** Grantee is an independent contractor. None of Grantee's officers, employees, agents, contractors, subcontractors, or vendors are, nor shall they be considered, officers, employees, agents, contractors, subcontractors, or vendors of the Air District.
- 11) **Assignment:** Grantee may not assign, sell, transfer, license, or subcontract or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the Air District.
- 12) **Waiver:** No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, regardless of similarity, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Agreement and the failure of a party to exercise any rights or remedies hereunder shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants or conditions, or to exercise any future rights or remedies.
- 13) **Severability:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions thereof shall not be affected.

- 14) **Effective Date:** The effective date of this Agreement is the date the Air District's Executive Officer/Air Pollution Control Officer executes this Agreement.
- 15) **Eligible Costs:** Only the Project costs, estimated in Attachment A, Paragraph 5, Table 1, that are incurred after the Effective Date and prior to termination of the Agreement or upon Air District's verification that Grantee has completed the Project, whichever occurs first, are eligible for reimbursement with Program Grant funds. "Eligible Costs" shall be defined as Project costs that the District determines are eligible based on this paragraph, and also based on the CARB Program Guidelines.
- 16) **Cost Reduction:** In the event that the Eligible Costs incurred are less than the Estimated Eligible Costs listed in Attachment A, Paragraph 5, Table 1, the Air District will recalculate its contribution to the Project in accordance with the provisions of Paragraph 4 of Attachment A.
- 17) **Force Majeure:** Neither CARB, the Air District, nor Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, or inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of CARB, the Air District or Grantee, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within ten (10) business days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party's own action or inaction, then such cause shall not excuse that party from performance under this Contract. Notwithstanding the above, fire or casualty loss to Project Equipment shall not excuse Grantee's obligation to perform under this Agreement. Grantee shall be responsible to repair or replace Project Equipment or to reimburse the Air District in accordance with Attachment A, Paragraph 15.
- 18) **Governing Law:** Any dispute that arises under or relates to this Agreement shall be governed by law, including Health & Safety Code section 44280 et seq., its accompanying regulations, and the CARB Program Guidelines, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement shall be San Francisco, California.
- 19) **Emissions Testing:** The Air District may conduct emissions testing, at its expense, on any Project Equipment that is purchased or modified as part of the Project, including a vehicle or vessel. Testing for a piece of Project Equipment will be limited to no more than once per calendar year during the Project Equipment Operational Period. Testing will be conducted according to a schedule agreed upon by both Parties.
- 20) **Emission Reductions:** The Air District retains the exclusive right to claim any emission reduction credits under State or Federal law that might result from emissions reduced by the Project implemented pursuant to this Agreement. The emissions reduced by the Project may not be used by Grantee to comply with any local, State, or Federal air pollution regulation or law, or used to fulfill Grantee's obligations arising out of any order, settlement contract, memorandum of understanding, or other binding legal document.
- 21) **Preliminary Inspection:** Air District or its designee shall perform a preliminary inspection of the Baseline Equipment prior to implementation of the Project. Grantee shall facilitate and cooperate with any Air District inspection. Grantee must demonstrate to the Air District that the Baseline Equipment to be replaced under this Agreement is fully operational at the time of the preliminary inspection. Grantee must also facilitate the Air District in obtaining and confirming equipment information (e.g., model year, serial numbers, horsepower) at the time of inspection.
- 22) **Post-Project Inspection:** Air District or its designee shall perform a post-project inspection of the Project Equipment funded under the terms of this Agreement to verify that the Project has been implemented according to the terms of this Agreement. Grantee shall facilitate the Air District inspection and make the new Project Equipment available for the post-project inspection, which may include a test to verify that the Project Equipment is fully operational and pre-installation interim inspection(s) of engines, tanks, or similar funded components whose tags or labels will not be visible after installation, to document that

Project Equipment complies with Program requirements. Post-project inspection will include verification of the destruction of the replaced Baseline Equipment. Grantee must contact the Air District to arrange post-project inspection and should provide at least two business days advanced notice for scheduling.

- 23) Compliance with CARB Program Guidelines: The Grantee agrees to implement the Project in accordance with all requirements of the CARB Program Guidelines. Any questions or disputes the Parties may have regarding the implementation of this Agreement shall be resolved in accordance with the applicable CARB Program Guidelines.
- 24) Enforcement: Both the Air District and CARB have the authority to inspect the Project, enforce the terms of this Agreement, and pursue repayment of grant funds for noncompliance with the terms and conditions of this Agreement, including requirements in attachments hereto and in the CARB Program Guidelines, which are incorporated herein by reference, or applicable state laws or regulations throughout the Agreement Term.
- 25) Public Documents: To the extent not otherwise prohibited by law and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Grantee will place in the public domain any software, written document, or other product developed with Program funds as part of the Project.
- 26) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled and shall apply to both Parties' respective successors and assigns.
- 27) Public Entities Conflict of Interest: The Grantee warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.

**BAAQMD****Carl Moyer Program Grant Agreement**

IN WITNESS WHEREOF, the Parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

**SIGNATURES****Bay Area Air Quality Management District**

By:  \_\_\_\_\_  
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Date: November 12, 2024 \_\_\_\_\_

Philip M. Fine  
Executive Officer/Air Pollution Control Officer  
Bay Area Air Quality Management District

Approved as to form:

By:  \_\_\_\_\_  
6DC7110552B5451...

Alexander Crockett  
General Counsel  
Bay Area Air Quality Management District

**Grantee**

By:  \_\_\_\_\_  
FE14AD1EC0994B3

Date: October 29, 2024 \_\_\_\_\_

Adrian Vargas  
Chief Business Officer  
Mt. Diablo Unified School District



ATTACHMENT A – PROJECT SPECIFIC INFORMATION

[Note: The section numbers shown in parentheses below refer to the Sections in the Agreement.]

1. Grantee:

Mt. Diablo Unified School District
2. Project Number (Section III.7):

25SBP123
3. Air District Approval Date (Section III.14):

The Effective Date of this Agreement
4. Total Grant Funds Available (Sections I.3, II.1, and III.15):

\$5,560,200

Total Grant Funds Available are estimated in Paragraph 5, Table 1, below. Actual funds to be paid will be calculated after Agreement execution and upon Grantee submittal of request for payment as defined in Paragraph 13. Actual funds paid will be based on Eligible Costs incurred, as defined in the Agreement at Section III, Paragraphs 15 and 16, multiplied by the Maximum Percentage of Funding, as adjusted by any funds from an Air District approved co-funding incentive source, up to a maximum of the Total Grant Funds Available. In no event shall the grant funds paid under this Agreement exceed the maximum of \$5,560,200.

5. Cost Breakdown (Sections I.3 and III.15):

A detailed breakdown of estimated project costs and Equipment information is shown in Table 1.

Table 1: Detailed Project Description						
Baseline Equipment ID (Description)	Project Equipment / Engine Description*	Estimated Eligible Costs	Maximum Percentage of Eligible Costs	Total Usage & Project Equipment Operational Period	Location of Operation	Funds Available
<b>Equipment:</b> School Bus Unit V45 1999 Blue Bird Int3800 VIN: 1HVBBAAM0XH260804  <b>Engine:</b> 1999 Navistar B190 190 hp, Diesel	<b>Equipment:</b> School Bus Unit EV45 2025 Micro Bird G5 GVWR: 14,500  <b>Engine:</b> 2024 Remy TM4 260 hp, Electric	\$344,799	100%	52,200 miles & 7 years	100% in CA  100% in Air District  Operates in Priority Areas: YES	\$344,700
<b>Equipment:</b> School Bus Unit V46 1999 Blue Bird Int3800 VIN: 1HVBBAAM3XH260814  <b>Engine:</b> 1999 Navistar B190 190 hp, Diesel	<b>Equipment:</b> School Bus Unit EV46 2025 Micro Bird G5 GVWR: 14,500  <b>Engine:</b> 2024 Remy TM4 260 hp, Electric	\$344,799	100%	52,200 miles & 7 years	100% in CA  100% in Air District  Operates in Priority Areas: YES	\$344,700

**BAAQMD****Carl Moyer Program Grant Agreement**

<b>Equipment:</b> School Bus Unit V48 1999 Blue Bird Int3800 VIN: 1HVBBAAM7XH260802  <b>Engine:</b> 1999 Navistar B190 190 hp, Diesel	<b>Equipment:</b> School Bus Unit EV48 2025 Micro Bird G5 GVWR: 14,500  <b>Engine:</b> 2024 Remy TM4 260 hp, Electric	\$344,799	100%	52,200 miles & 7 years	100% in CA  100% in Air District  Operates in Priority Areas: YES	\$344,700
<b>Equipment:</b> School Bus Unit V49 1999 Blue Bird Int3800 VIN: 1HVBBAAM9XH260803  <b>Engine:</b> 1999 Navistar B190 190 hp, Diesel	<b>Equipment:</b> School Bus Unit EV49 2025 Micro Bird G5 GVWR: 14,500  <b>Engine:</b> 2024 Remy TM4 260 hp, Electric	\$344,799	100%	52,200 miles & 7 years	100% in CA  100% in Air District  Operates in Priority Areas: YES	\$344,700
<b>Infrastructure description:</b>  Purchase and installation of six (6) level 3 (120kW) single port charging stations and two (2) level 3 (120 kW) dual port charging stations with a solar PV carport and associated electrical conduit and infrastructure. Located at 1490 Gasoline Alley, Concord, California 94520.		\$4,181,450	100%	275,400 kWh & 7 years	100% in CA  Operates in Priority Areas: YES	\$4,181,400
<b>Total Grant Funds Available: \$5,560,200</b>						

\*Grantee may propose Equivalent Equipment subject to advanced written approval from the Air District. The Equivalent Equipment must result in the same or better emissions reductions and meet or exceed the operational parameters specified in Attachment A of this Agreement.

The terms in Table 1 above are defined as follows:

**Baseline Equipment ID (Description):** Information identifying the existing equipment and engine, including manufacturer unique identifiers and Grantee identifiers.

**Project Equipment / Engine Description:** Information describing the replacement equipment and engine, including fuel type and other specifications.

**Estimated Eligible Costs:** The amount of the Project cost determined during the application evaluation eligible to be included in the calculation for reimbursement.

**Maximum Percentage of Eligible Costs:** The maximum allowable percentage of the actual Eligible Costs that can be reimbursed for Project Equipment, based on the maximum percent allowed for the equipment by the applicable CARB guidelines for the equipment type.

**Total Usage & Project Equipment Operational Period:** Total Usage refers to the minimum amount Grantee is required to operate the Project Equipment, over the period of time specified and defined as the Project Equipment Operational Period.

Location of Operation: The minimum percentage of time that the Project Equipment must operate within California and/or within the Air District boundaries, as noted, during the Project Equipment Operational Period. Also indicates whether the Project is required to operate within a Priority Area(s), as defined in Attachment C, and in accordance with the requirements of Paragraph 16 (Special Conditions).

Funds Available: The maximum funding that can be paid to Grantee for Project Equipment pursuant to this Agreement.

**6. Project Description: School Bus Replacement**

Table 1 provides the details of existing (old) Baseline Equipment and funded Project Equipment. Any change in Project Equipment specifications or Project Description must receive written approval in advance by the Air District.

For equipment replacement projects, the Baseline Equipment must be fully operational at the time of preliminary inspection by Air District staff. If the Baseline Equipment is not operational, the grant award and funding may be cancelled by the Air District. For repower, conversion and equipment replacement projects, the Grantee is responsible for ensuring that the Baseline Equipment is destroyed within the timeframe required by the CARB Guidelines.

**7. Project Term (Section III.1):** Table 1 lists the required usage and Project Equipment Operational Period for each piece of Project Equipment. The “Total Usage” listed in Table 1 represents the minimum number of hours or miles (as applicable) the Project Equipment is to operate during the Project Equipment Operational Period, which represents the minimum number of years over which the Project Equipment is to operate under this Agreement. The Project Equipment Operational Period begins when the Project Equipment has been successfully inspected by the Air District. The Project Term concludes upon the satisfaction of the usage and Project Equipment Operational Period requirements for each piece of Project Equipment and upon confirmation by the Air District that all Project requirements have been met.

**8. Operating Parameters:** Air District has awarded this Grant based upon Grantee’s agreement to operate the Project Equipment for the usage identified in Table 1 of this Attachment. In no event shall Grantee operate the Project Equipment less than the minimum project term specified in the CARB Program Guidelines. Pursuant to Paragraph 15 of this Attachment, Grantee may be required to repay Grant funds if unable to satisfy the Project’s usage, project life, and location of operation requirements identified in Table 1.

**9. Project Schedule:** By no later than **October 8, 2026**, the Project must be completed by Grantee and inspected by the Air District, and Grantee must have submitted its request for payment in accordance with Paragraph 13 of this Attachment.

**10. RESERVED.**

**11. RESERVED.**

**12. RESERVED.**

**13. Project Implementation Report and Request for Payment (Section I):** No later than thirty (30) days from completion of the work set forth in the Project Description, Grantee shall submit a Project Implementation Report (PIR), an IRS W-9 form, and a project invoice to request payment for the Eligible Costs of the Project.

The Project invoice shall:

- Provide documentation for all Eligible Costs, document the Equipment serial number(s), and include a description of the Equipment purchased.
- Demonstrate the costs are Eligible Costs and have been expended in compliance with the Project Description and the Project Schedule.
- Itemize the total funds requested for this reimbursement, which shall include an itemization of payments to vendors, consultants, and contractors.

- Include copies of invoices that document the goods and services provided by vendors, consultants, and contractors and documentation of the total hours incurred to complete the Project, the hourly rates of any labor charges, the costs of such goods, and any other Eligible Costs.
- Be submitted with a summary sheet that specifies the Project Number. If costs are incurred that are not directly related to the Project as described in Paragraph 5 of this Attachment, all such costs must either be deleted when the Project invoice is prepared or clearly identified as costs that are not eligible for reimbursement by the Air District.
- Include proof of warranty as required by the CARB Program Guidelines for the specific project option and type of Project Equipment described in Table 1 of this attachment.
- For new or converted electric Equipment or hybrid Equipment, provide owner's manual or equivalent documents describing the major components; theory of operation and operating procedures; battery maintenance and use; service intervals and requirements; contact information for the manufacturer and CA servicer(s); instructions about safe operation and battery handling; and emergency procedures and potential safety precautions for use of the Equipment.

The Grantee may seek an interim payment from the Air District. To request an interim payment, the Grantee must submit an updated Project schedule that identifies the anticipated completion date, together with invoices for costs incurred to date, to the Air District. The Air District has the sole discretion to approve an interim payment for Eligible Costs incurred to date.

Upon verification that the Project has been completed according to the terms of this Agreement, the Project Equipment has been installed and is fully operational, and the Baseline Equipment has been removed from service and destroyed for repower, conversion, and replacement projects, the Air District will issue final payment of the Funds Awarded.

- 14. Annual Monitoring Reports:** Grantee shall submit an annual monitoring report each calendar year for the Project Term, in a format approved and provided by the Air District. The monitoring report shall provide information regarding annual fuel consumption, annual hours or miles of operation, locations where Project Equipment operated, percentage of operating hours or miles within the boundaries of the Air District, and proof of insurance. The first annual report shall be submitted by August 1 of the year following execution of the Grant Agreement to cover the period from July 1 through June 30 of the prior year. The first annual report shall include a report on the Grantee's progress in meeting milestones listed in the Project Schedule, as set forth in Paragraph 9 of this Attachment. Subsequent annual reports shall be submitted by August 1st of each succeeding year with the final annual monitoring report due by August 1st in the last year of the Project Term. If Grantee fails to submit annual monitoring reports in a timely fashion, the Air District shall perform a project performance audit.
- 15. Repayment of Grant Funds for Failure to Complete Project:** Grantee shall repay the Total Grant Funds Awarded on a prorated basis for selling, assigning, transferring, retiring, scrapping, or removing any piece of Project Equipment from service in the location(s) specified in Table 1 of Attachment A prior to completing its Project Equipment Operational Period. The fraction of funds to be repaid will be determined by subtracting the usage of the Project Equipment at the time of sale, assignment, transfer, retirement, scrapping, or removal from service from total usage, pursuant to Paragraph 7 of this Attachment, and dividing that result by the total usage. At its sole discretion, the Air District may waive repayment if it determines that Grantee's failure to complete the Project was due to events beyond Grantee's reasonable control per Section III.17.

The Air District may waive repayment if, prior to sale of Project Equipment, the Grantee facilitates transfer of this Agreement by the Air District to the subsequent owner who agrees to assume all obligations under this Agreement and specifically agrees to continue operation of the Project Equipment in order to provide equivalent emission reductions in accordance with CARB Program Guidelines.

## **16. Special Conditions:**

- A. Operation in Priority Areas:** If indicated in the "Location of Operation" column in Table 1 of Attachment A and in Attachment C, the Grantee shall operate the funded Project Equipment within or benefiting Priority Areas, which are communities disproportionately impacted by air

pollution and/or low-income communities. This benefit to Priority Areas is required throughout the Project Equipment Operational Period to ensure that the Project directly reduces emissions in impacted communities and helps to reduce public health risks associated with such air contaminants in the impacted communities. Projects with Operation in Priority Areas specified in Table 1 of Attachment A and in Attachment C must continue to operate in the same location(s) described in the application materials submitted by the Grantee, since the location(s) may have been a factor in determining eligibility and/or the funding level awarded. Attachment C provides maps of Priority Areas. Grantee must demonstrate, as part of the Annual Monitoring Reports, that it has operated in the Priority Area(s) designated in Attachment C for each year of operation.

- B.** Operation in Air District: For the duration of the Project Equipment Operational Period, Grantee shall operate the Project Equipment within California and the Air District as specified in the "Location of Operation" column in Table 1 of Attachment A. Grantee must demonstrate, as part of the Annual Monitoring Reports, that the percentages of operation within the Air District boundaries and within California, as identified in Table 1, have been achieved for each year of operation.
- C.** At the request of the Grantee, the Air District and Grantee have agreed that the Air District shall pay the total funds to be paid to the equipment vendor designated by the Grantee. This payment will be made as a two-party check to the Grantee and the designated vendor.
- D.** As required by the CARB Program Guidelines, Grantee shall ensure that Project Equipment, inclusive of infrastructure Equipment, shall be equipped with a tamper-proof, non-resetting hour meter, energy meter, or odometer (as applicable). If this meter fails during the Project Equipment Operational Period, the Grantee must notify the Air District and take action to repair or replace the meter within thirty (30) days.
- E.** For Grantees subject to CARB regulations Project Equipment funded as part of this Agreement:
  - 1. Must be included when defining the size of the fleet for determining regulatory requirements.
  - 2. Must not be used to generate credits or compliance extensions and must be excluded when determining regulatory compliance.
- F.** Grantee certification:
  - 1. I certify that the fleet, engine(s) and Baseline Equipment are in compliance with all applicable Federal, State, and local air quality rules and regulations as of the Effective Date of this Agreement.
  - 2. I understand that I must maintain compliance with all applicable Federal, State, and local air quality rules and regulations for the Project Term.
  - 3. I have disclosed to the Air District all other private or public financial incentives applied for or used for this Project.
  - 4. I will not apply for or receive other private or public financial incentives for the Project without prior approval from the Air District, including any sources that become available after the Effective Date of this Agreement. The receipt of additional public funding for the Project Equipment could result in a reduction of the Total Grant Funds Available.
  - 5. I understand that I must own and operate the Project Equipment pursuant to the terms of Table 1 of Attachment A, which include usage and location requirements.
  - 6. I will not assign, transfer, or sell the Project Equipment during the Agreement Term without prior written consent of the Air District. Such written consent will not be given unless the terms and obligations of this Agreement are first transferred in full to a new owner/operator.
  - 7. I understand that the following requirements apply to additional private or public financial incentives used to support this Project.

- a. Grantee must meet all criteria associated with each funding source used to fund the Project.
- b. The total of all incentives for the Project must not exceed the total project costs.
- c. Grantees that are not public entities must provide at least 15 percent of the Eligible Cost from non-public sources.
- d. All covered emission reductions (NO<sub>x</sub>, ROG, and PM) achieved from this project with these funding sources, will be credited as reductions to the Carl Moyer Program. Other emission reductions such as greenhouse gas emissions may be claimed by the other programs used in co-funding this project.

Signed by:  
Signature: Adrian Vargas  
FE14AD1FC0994B3...

Name (printed): Adrian Vargas

Title: Chief Business Officer Date: October 29, 2024

**G.** Security Interest: Grantee hereby grants the Air District a security interest in the Project Equipment that has been purchased partially or entirely with funding provided by the Air District pursuant to this Agreement and any amendments thereto. Grantee acknowledges and agrees that the Air District shall have all lien rights as a secured creditor on the Project Equipment throughout the Project Equipment Operational Period (Project Term). Grantee agrees and authorizes the Air District to file a Uniform Commercial Code (UCC) financing statement (Form UCC-1) or similar security instrument to secure its interests in the Project Equipment. In the event the Project Equipment is repossessed or Grantee files for dissolution or bankruptcy protection, Grantee shall notify the Air District within ten (10) business days of the repossession or court filing.

**H.** Projects that include fueling or charging infrastructure Project Equipment:

- Grantee must either own the land on which the Project infrastructure is installed or control the land through a long-term lease, easement, or other legal arrangement for the duration of the Project Term.
- Grantee must comply with, and ensure any subcontractors comply with, all applicable regulations (e.g., Cal. Code Regs., tit. 13, §§ 2360-2360.5)
- Infrastructure Equipment and parts must be new. Remanufactured or refurbished equipment and parts are not eligible.
- The fueling and charging infrastructure Equipment must be in operating condition for the duration of the Project Term.
- For battery charging stations, the chargers must be certified by a National Recognized Testing Laboratory (e.g., Underwriter's Laboratory, Intertek) located at <https://www.osha.gov/dts/otpc/nrtl/nrtllist.html>.
- Grantee shall report all battery charging station installations to the Department of Energy Alternative Fuel Data Center located at <http://www.afdc.energy.gov/locator/stations>, pursuant to Cal. Code Regs., tit. 13, §§ 2360-2360.5.
- Non-publicly accessible infrastructure Equipment must operate without disruption and Grantee shall report any downtime to the Air District within 15 days of Equipment malfunction outlining specified actions to return Project Equipment to service.
- For charging infrastructure installations:
  - Grantee shall ensure that all charging infrastructure installations are performed in accordance with Public Utilities Code 740.20 and by a contractor with the appropriate

license classification, as determined by the Contractors' State License Board, and at least one (1) electrician on each crew, at any given time, who holds an Electric Vehicle Infrastructure Training Program (EVITP) certification. Projects that include installation of a charging port supplying 25 kilowatts or more to a vehicle must have at least 25 percent of the total electricians working on the crew for the project, at any given time, who hold EVITP certification. One (1) member of each crew may be both the contractor and an EVITP certified electrician. The requirements stated in this paragraph do not apply to any of the following:

- Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
  - Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
  - Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.
- Prior to performing any electric vehicle infrastructure or equipment installation work funded or authorized under this Agreement, Grantee shall complete the Certification Form provided by the District in order to:
- Certify that the project will comply with all of the above requirements of Public Utilities Code 740.20, or describe why these requirements do not apply to the project. The Certification Form shall be signed by the Grantee's authorized representative.
  - Provide EVITP Certification Numbers of each EVITP certified electrician that will install electric vehicle charging infrastructure or equipment. EVITP Certification Numbers are not required to be submitted if the Public Utilities Code 740.20 requirements do not apply to the project.

- I. School Bus Project Completion and Payment Request Requirements:** The Grantee shall submit a copy of the purchase order for Project Equipment and the CARB Executive Order or CARB Approval Letter (as applicable) for the new engine(s) or conversion kit(s) within thirty (30) days of completing the purchase order with the vendor.

In addition to Payment Request requirements of Attachment A, Paragraph 13, for each new replacement bus or conversion project the Grantee shall submit a copy of the California Department of Motor Vehicles (DMV) registration for the Project Equipment; a copy of either California Highway Patrol (CHP) Safety Compliance Report/Terminal Record Update (CHP 343) or Vehicle/Equipment Inspection Report Motor Carrier Safety Operations form (CHP 343A); and proof of insurance for the Project Equipment. For CNG tank replacement projects, Grantee shall submit a copy of the CHP 343, CHP 343A or the Inspection Approval Certificate (CHP Form 292) for each bus with replaced tanks.

The Grantee shall not use fuel additives in the Project school bus(es) unless the CARB Executive Order for the applicable engine specifically allows the use of such additives.

**ATTACHMENT B – INSURANCE REQUIREMENTS**

Grantee to initial next to each checked box indicating they have read their project insurance requirements.

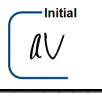
**Verification of Coverage:**

Grantee shall provide, and require any subcontractors to provide, the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Grantee to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive thirty (30) calendar days advanced notice of cancellation from the insurers.

**Minimum Scope of Insurance**

Throughout the Project Term as defined in Section III of the Agreement of which this Attachment is a part, Grantee shall obtain and maintain in full force and effect the insurance as set forth below, and require any third party to obtain and maintain in full force and effect the insurance as set forth below:

**1. Liability Insurance**

Initial  


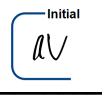
Initial

Corporations and Public Entities - a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Grantee, and to the operation of the vehicles, vessels, engines, or equipment operated by the Grantee.

Single Vehicle Owners - a limit of not less than \$750,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Grantee, and to the operation of the vehicles, vessels, engines, or equipment operated by the Grantee.

At the time the Grantee submits invoices for payment to the Air District, the Grantee must demonstrate that each piece of Project Equipment purchased under this Agreement, of which this is an Attachment, is covered under the following property insurance, if Grantee has not already demonstrated possession of this insurance to the Air District. The property insurance for each piece of Project Equipment must remain effective from the date of the invoice to the Air District to the end of the Project Equipment Operational Period as defined in Section III of the Agreement.

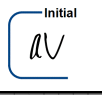
**2. Property Insurance for Repower and Vehicle/Equipment Replacement Projects**

Initial  


Initial

in an amount of not less than the insurable value of Grantee's vehicles, vessels, engines or equipment funded under the Agreement of which this Attachment is a part, and initial covering all risks of loss, damage or destruction of such vehicles, vessels, engines, or equipment.

**3. Workers Compensation Insurance**

Initial  


Initial

as required by California law and employers' liability insurance with a limit not less than \$1 million.

**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 Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.



Grantee to initial next to each checked box indicating their agreement to operate the Project Equipment in the Priority Area(s) indicated below throughout the Project Equipment Operational Period. Project Equipment must continue to operate in the same location(s) described in the application materials submitted by Grantee. For infrastructure-only projects, the definition of “operation within” may be based on the vehicles/equipment that use the supporting infrastructure.

Initial  
Initial

- Initial  
Initial

- Initial  
Initial

- Community Air Risk Evaluation (CARE) communities as developed by the Air District, shown in Figure 2 below.

Figure 1: Example DAC and LIC Areas

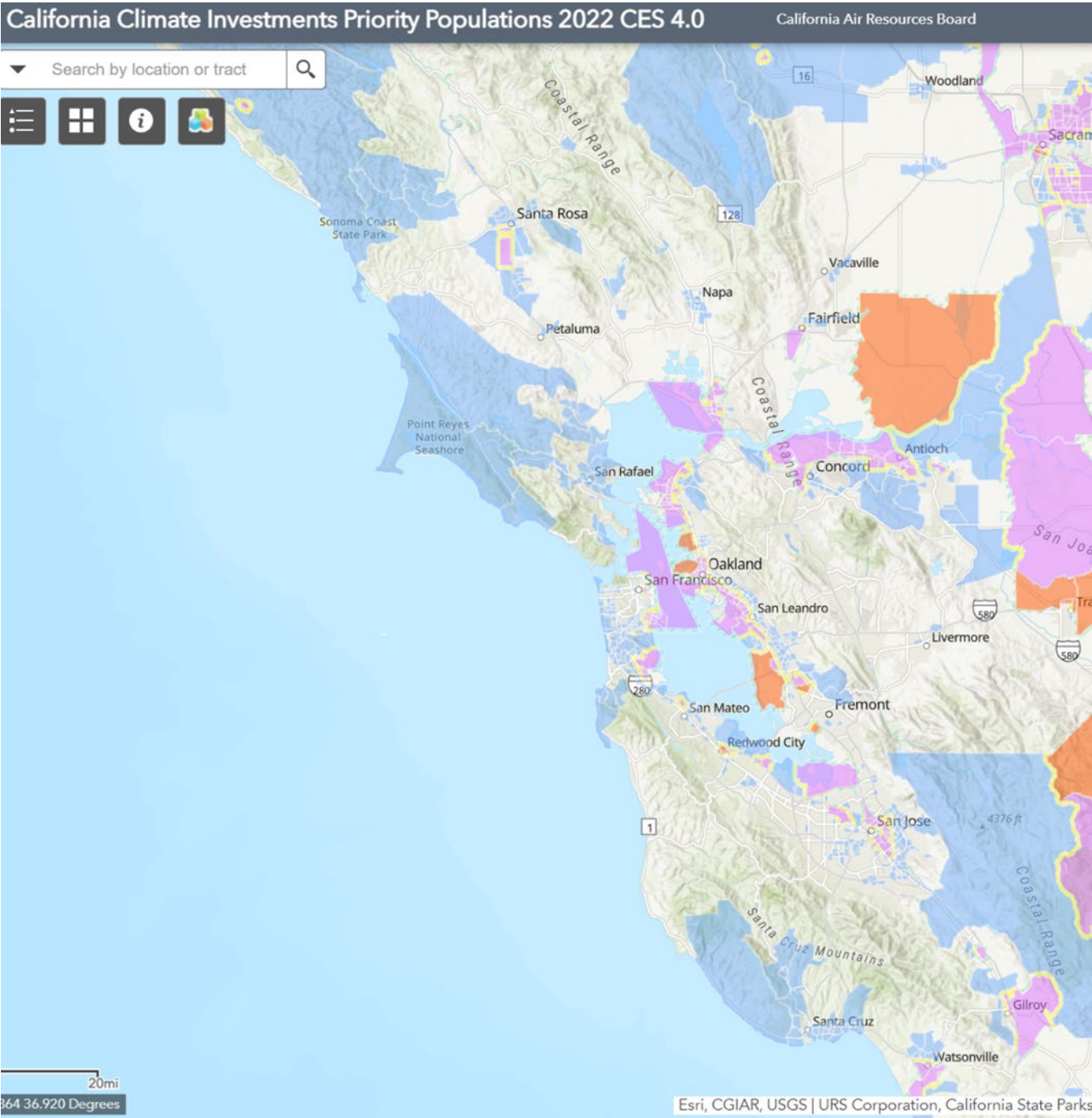


Figure 2: Air District CARE Communities



**Certificate Of Completion**

Envelope Id: F386314CDC204690ABC623C8DE46A39C

Status: Completed

Subject: Grant Agreement - Please DocuSign: 25SBP123 Mt. Diablo Unified School District

Document Type: Contract with Grantee

Program:

School Bus

Primary Funding Source: CMP/MSIF/FARMER/CAP

Secondary Funding Source:

Source Envelope:

Document Pages: 19

Signatures: 4

Envelope Originator:

Certificate Pages: 6

Initials: 6

Heidi Howerton

AutoNav: Enabled

hhowerton@baaqmd.gov

Envelopeld Stamping: Enabled

IP Address: 192.137.109.2

Time Zone: (UTC-08:00) Pacific Time (US &amp; Canada)

**Record Tracking**

Status: Original

Holder: Heidi Howerton

Location: DocuSign

10/29/2024 10:34:05 AM

hhowerton@baaqmd.gov

**Signer Events****Signature****Timestamp**

Randi Wallach

**Completed**

Sent: 10/29/2024 11:02:00 AM

Randi@WallachConsulting.com

Viewed: 10/29/2024 12:00:07 PM

Security Level: Email, Account Authentication  
(None)

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Accepted: 10/29/2024 12:00:07 PM

ID: 2208d47c-3492-4718-87a2-1bf8b5703f54

Adrian Vargas

Signed by:

FE14AD1FC0994B3...

Sent: 10/29/2024 12:03:45 PM

vargasadrian@mdusd.org

Viewed: 10/29/2024 12:12:45 PM

Chief Business Officer

Signed: 10/29/2024 12:13:10 PM

Security Level: Email, Account Authentication  
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 169.199.121.62

**Electronic Record and Signature Disclosure:**

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Heidi Howerton

**Completed**

Sent: 10/29/2024 12:13:11 PM

hhowerton@baaqmd.gov

Viewed: 10/29/2024 1:50:11 PM

Staff Specialist I

Signed: 10/29/2024 1:50:45 PM

Security Level: Email, Account Authentication  
(None)

Using IP Address: 192.137.109.2

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Kenneth Mak

**Completed**

Sent: 10/29/2024 1:50:47 PM

kmak@baaqmd.gov

Viewed: 10/29/2024 3:32:22 PM

Supervising Staff Specialist

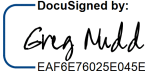
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Bay Area Air Quality Management District

Using IP Address: 172.56.168.170

Security Level: Email, Account Authentication  
(None)**Electronic Record and Signature Disclosure:**

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Signer Events	Signature	Timestamp
<div>Minda Berbeco</div> <div>mberbeco@baaqmd.gov</div> <div>Air Programs Manager</div> <div>Bay Area Air Quality Management District</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>Completed</div> <div>Using IP Address: 192.184.207.183</div>	<div>Sent: 10/29/2024 3:32:52 PM</div> <div>Viewed: 10/29/2024 3:50:12 PM</div> <div>Signed: 10/29/2024 3:51:12 PM</div>
<div>Karen Schkolnick</div> <div>kschkolnick@baaqmd.gov</div> <div>Director of SI</div> <div>Bay Area Air Quality Management District - Grants Department</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>Completed</div> <div>Using IP Address: 136.24.170.54</div>	<div>Sent: 10/29/2024 3:51:14 PM</div> <div>Viewed: 11/5/2024 10:29:19 AM</div> <div>Signed: 11/12/2024 9:27:46 AM</div>
<div>Alexander Crockett</div> <div>acrockett@baaqmd.gov</div> <div>Counsel</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 11/12/2024 11:53:01 AM ID: 9b2fbcf6-e153-4131-a82a-696423ca35bb</div>	<div><div>DocuSigned by:</div><div></div><div>6DC7110552B5451...</div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 192.137.109.2</div>	<div>Sent: 11/12/2024 9:27:49 AM</div> <div>Viewed: 11/12/2024 11:53:01 AM</div> <div>Signed: 11/12/2024 11:54:14 AM</div>
<div>Greg Nudd</div> <div>gnudd@baaqmd.gov</div> <div>DEO-Science and Policy</div> <div>Delegate Of: Philip M. Fine</div> <div>pfine@baaqmd.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 8/29/2024 2:23:12 PM ID: 4b4d088d-672a-4838-b7f0-47be878ff2d1</div>	<div><div>DocuSigned by:</div><div></div><div>EAF6E76025E045E...</div></div> <div>Signature Adoption: Pre-selected Style</div> <div>Using IP Address: 192.137.109.2</div>	<div>Sent: 11/12/2024 11:54:16 AM</div> <div>Viewed: 11/12/2024 2:01:02 PM</div> <div>Signed: 11/12/2024 2:04:52 PM</div>
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<div>Arsenio Mataka</div> <div>amataka@baaqmd.gov</div> <div>Deputy Executive Officer</div> <div>Bay Area Air Quality Management District</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 11/12/2024 9:27:48 AM</div>

Carbon Copy Events	Status	Timestamp
Liya Tekletsion ltekletsion@baaqmd.gov Accountant Bay Area Air Quality Management Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign	COPIED	Sent: 11/12/2024 2:04:54 PM
Danica Winston dwinston@baaqmd.gov Finance Manager Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Accepted: 9/3/2024 6:15:27 PM ID: 9d680712-42f3-4346-a3b5-92ebbcda8f5e	COPIED	Sent: 11/12/2024 2:04:55 PM
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	11/12/2024 2:04:55 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Bay Area Air Quality Management District - Grants Department (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Bay Area Air Quality Management District - Grants Department:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [kschkolnick@baaqmd.gov](mailto:kschkolnick@baaqmd.gov)

**To advise Bay Area Air Quality Management District - Grants Department of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [kschkolnick@baaqmd.gov](mailto:kschkolnick@baaqmd.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Bay Area Air Quality Management District - Grants Department**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [kschkolnick@baaqmd.gov](mailto:kschkolnick@baaqmd.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Bay Area Air Quality Management District - Grants Department**



To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [kschkolnick@baaqmd.gov](mailto:kschkolnick@baaqmd.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Bay Area Air Quality Management District - Grants Department as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Bay Area Air Quality Management District - Grants Department during the course of your relationship with Bay Area Air Quality Management District - Grants Department.