

Agreement G-236964-A1

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
Truck Replacement Program
FUNDING AGREEMENT
(TRUCK REPLACEMENT – ALTERNATIVE TECHNOLOGY)**

This Agreement, made this _____ day of _____, _____, between San Joaquin Valley Unified Air Pollution Control District (“District”) and **City of Visalia** (“Participant”).

This Agreement is not effective until it is fully executed by all parties.

In consideration of their mutual promises, covenants, conditions, and the funds awarded under this Agreement, the parties agree as follows:

1. PROGRAM

The purpose of this Agreement is to provide incentives to Participants in the Truck Replacement Program (TRP), which will assist the District in attaining federal and state air quality standards. Funding under this Agreement is to obtain emission reductions that are early or extra to regulations. Under this program, the District provides cash incentives to be used toward the replacement of a Class 4 through Class 8 heavy-duty diesel fuel vehicle currently operating within the District, a map which is attached hereto and incorporated herein as **Exhibit A**, with a new alternative technology vehicle that meets or exceeds the emission standard of 0.10 g/bhp-hr NOx emission levels in accordance with Truck Replacement Program (TRP) Guidelines. Participant has agreed to undertake such participation.

2. DESCRIPTION OF EXISTING VEHICLE

Funding under this Agreement shall be utilized by Participant toward the replacement of the equipment identified in **Exhibit B**, attached hereto and incorporated by reference (hereinafter the “current vehicle.”)

3. DESCRIPTION OF REPLACEMENT VEHICLE

A. Funding under this Agreement shall be utilized by Participant toward the purchase of the TRP eligible new alternative technology vehicle listed in **Exhibit B**; hereinafter the “new vehicle”.

B. New vehicle technology types include:

1. Optional Low-NOx natural gas vehicle that meets or is lower than the 0.10 g/bhp-hr or less NO_x emission level (FEL and CERT values) and 0.01 g/bhp-hr or less PM (CERT value) emission level,
2. Zero Emission vehicle with a Gross Vehicle Weight Rating (GVWR) of 14,001 or greater that emits no criteria pollutant, toxic or greenhouse gas emissions at the tailpipe with:
 - i. All-electric range of at least 35 miles or
 - ii. All-electric range of at least 20 miles with fast charge capability.

The Family Emission Level (FEL) and Certification Level on the California Air Resources Board (CARB)-issued Executive Order (EO) for replacement vehicle's engine must be at or below the aforementioned g/bhp-hr requirement for NO_x and PM.

C. Specific new vehicle information including minimum manufacture gross vehicle weight rating (GVWR), engine duty cycle, NO_x emission level, and fuel type is located in **Exhibit B**.

4. OBLIGATIONS OF THE DISTRICT

A. District shall provide **up to \$120,832.38** dollars to Participant to be used toward purchase of a new vehicle as specified in **Exhibit B** or a TRP eligible new vehicle that meets the alternative technology types listed in paragraph 3(B) and meets TRP guideline requirements.

B. District shall make payment to Participant upon receipt and verification of a properly supported claim for payment request. Payment will be issued to Participant within **sixty (60) working days** of a completed project post-inspection, which includes verification that the new vehicle is operational and the current vehicle has been properly destroyed in accordance with program requirements specified in **Exhibit C**; attached hereto and incorporated herein.

C. Payment shall only be made toward a new vehicle as specified in **Exhibit B**, or a TRP eligible new vehicle that meets the alternative technology types listed in paragraph 3(B) and meets TRP guideline requirements.

D. Payment is for reimbursement to the Participant for the purchase of the specified new vehicle and funding shall only be allowed toward purchase of the specific new vehicle described in paragraph 3. Participant must provide proof of payment in the form of copies of cancelled check(s), wire transfer, finalized loan document, or proof of cash payment. Equipment leasing is not allowed. If financed, the District reserves the right to issue a two-party check, written out to the Participant and the obligee of the loan acquired to purchase the new vehicle.

5. **AGREEMENT TERMS**

- A. New Vehicle Purchased (Delivered) - Participant shall purchase and place the new vehicle into service within **twelve (12) months from the execution date of this agreement.**
- B. Project Implementation Phase – Participant shall own, operate, and maintain the new vehicle according to the terms of this Agreement for not less than the duration specified under project life in **Exhibit B**. The project life will begin from the date the new vehicle is placed into service as indicated on the final sales invoice date. Upon the expiration of the project life, this Agreement shall be terminated.
- C. Claim for Payment Request for Reimbursement: Participant shall submit a complete claim for payment request to be reimbursed for the purchase of the new vehicle within **sixty (60) days** from the purchase date of the new vehicle, based on the invoice date of the new vehicle.
- D. Current Vehicle Destruction: The current vehicle shall be permanently destroyed by a program approved dismantler in accordance with the current vehicle destruction requirements specified in **Exhibit C**.

If the Participant cannot meet the Agreement Terms, the Participant must notify the District in writing with justification explaining why the Agreement Terms cannot be met. The District will review the request and determine, in its sole discretion, whether to amend the Agreement to account for Participant's written request. Participant agrees to amend the Agreement as necessary, if requested by the District, to ensure the project is completed in a timely manner. Though the District agrees it will not unreasonably deny Participant's request, Participant understands that even with written justification; the District does not guarantee an amendment will be made to the Agreement to adjust Agreement Terms and expressly reserves the right to deny such request. Participant may be subject to conditions in Paragraph 11 for non performance with Agreement Terms.

6. **ANNUAL REPORTING**

- A. Participant is required to submit annual reports to the District. Participant shall submit annual reports on new vehicle's operation, annual miles traveled, certification of California and District miles traveled, maintenance, provide proof of California registration and insurance, and any other pertinent information requested by District on a form to be provided to Participant by District for the duration of the Project Implementation Phase specified in Paragraph 5(B).
- B. The first year annual report is due on the anniversary of the date the new vehicle was purchased and placed into service and for each ensuing year thereafter.

C. The District reserves the right to monitor the new vehicle, enforce the terms of this Agreement at any time during the Agreement Term, and pursue repayment of TRP funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

D. Noncompliance with the annual reporting requirements shall require on-site monitoring by the District and will impact the Participant's ability to receive funding from the District for future projects. Participants with reports that are more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

7. OBLIGATIONS OF PARTICIPANT

A. Participant shall purchase the new vehicle specified in Paragraph 3 to replace the current vehicle specified in Paragraph 2. It is the responsibility of the Participant to ensure the new vehicle purchased through this Agreement, including its engine, meet all program eligibility requirements. Participant must ensure the new vehicle purchased through this Agreement adheres to all the requirements set forth in Paragraph 3. If the Participant purchases a new vehicle (including the engine) that is not eligible or does not meet program requirements, the District may deny the disbursement of project incentive funds.

B. Participant shall submit a properly supported Claim For Payment (CFP), including itemized invoice(s) listing new vehicle baseline cost (without tax), license, shipping, vehicle insurance, warranty, and any other fees to the District within the Agreement Terms set forth in paragraph 5(C). The District will not reimburse the Participant for any costs on the invoice which exceed the project incentive amount indicated in this Agreement in Paragraph 4(A). The District will pay the Participant the lower of the contract amount or the final invoice amount of eligible costs.

C. Payment will be issued to Participant upon the following:

1. All required documents for a complete claim for payment request have been submitted to the District for approval.
2. Verification that the current vehicle is disabled and disposed of in a manner consistent with the District's approved disposal methods specified in **Exhibit C** of this Agreement.
3. Verification that the new vehicle is operational and eligible.

D. If necessary, Participant shall obtain through other sources sufficient additional funds to purchase the new vehicle. In the event Participant cannot obtain sufficient funds to complete the purchase of the new vehicle, the District reserves the right to terminate this Agreement.

E. Participant certifies by signature on this Agreement that the Participant has disclosed all other public funds that Participant has applied for or received for the purchase of the new vehicle in this Agreement. Participant also agrees to disclose to District the receipt of any public funds after the execution of this Agreement for the purchase of the new vehicle.

F. Participant agrees to cooperate with the District in implementation, monitoring, enforcement, and other efforts to ensure the emissions benefits associated with this Agreement are real, quantifiable, surplus, and enforceable.

G. Participant certifies there are no outstanding California Air Resources Board (ARB) equipment violations on the existing vehicle or the Participants fleet.

H. Participant agrees to comply shall comply with all federal and state laws, statutes, regulations, rules, and guidelines that apply to performance under this agreement.

I. Participant agrees to maintain California DMV registration within the District boundaries (See **Exhibit A** for the District Boundary map) on the new vehicle for the term of this Agreement.

J. Participant agrees that, for the term of this Agreement, the new vehicle's California annual usage will be maintained at least 75% within California with California base-plated registration or California IRP (Dual plate and out-of-state registrations are prohibited).

K. Participant agrees that, for the term of this Agreement, at least 75% of the new vehicle's usage shall be within California and adequate records shall be maintained to demonstrate at least 50% of travel within the District Boundaries. Participant shall make records available to District, or designated representative(s) of the District at any time during the Agreement term. (See **Exhibit A** for the District Boundary map.)

L. Participant agrees to comply with all applicable requirements of the TRP final guidelines.

M. Participant agrees to permanently remove the current vehicle from service, within **thirty (30) days** of taking possession of new vehicle, by delivering the current vehicle to a participating dismantler, contracted with the District, to be scrapped, in accordance with **Exhibit C**.

N. Participant agrees that, prior to destruction; the current vehicle will be in legally operable working condition. Operable condition will be verified prior to destruction. If the current vehicle is deemed non-operational the District will re-assess the eligibility of the current vehicle for program participation. If the District deems the current vehicle ineligible, this Agreement will be terminated and no payments shall be made by the District to the Participant for the new vehicle.

O. Participant agrees to acknowledge the TRP as a funding source in any related media events or other publicity material related to this Agreement.

P. Participant agrees that at the date of execution of this Agreement, Participant has not yet purchased the new vehicle.

Q. Participant agrees that, for the term of this Agreement, the District shall be allowed to inspect the vehicle and/or records relating to the vehicle.

R. Participant understands and agrees that the District or its designee will conduct required pre-inspections and post-inspections on the current vehicle pursuant to this Agreement to verify that all requirements of the TRP Program regarding eligibility of the current vehicle are met.

S. Participant represents and warrants that the new vehicle purchased is ARB verified for sale in California.

T. Participant waives all rights to any emission reduction credits that may accrue as a result of purchase of the new vehicle.

U. Participant represents and warrants that the engine in the new vehicle to be purchased shall meet the alternative technology types listed in paragraph 3(B) as certified by an ARB Executive Order for on-road use.

V. Participant understands that any payment(s) received to fund the new vehicle in this Agreement may be subject to taxation and that the District will issue a form 1099 to the Participant. Participant agrees to assume any tax liability resulting from receipt of payment.

W. Participant understands that TRP funds shall only be used to offset the capital cost of the new vehicle in this Agreement and shall reduce the principal amount owed by the Participant to purchase the vehicle.

X. Participant agrees to allow for the installation of an Electronic Monitoring Unit (EMU) at any time during the Agreement term if the District deems it necessary.

Y. Participant understands that the emission controls on the replacement vehicle engine cannot be modified except as permitted by law. Unauthorized modification to engine performance including, but not limited to, changes in horsepower, emission characteristics, engine emission components (including repairs with like-original equipment manufacturers replacement parts), and modifications to the engine's emission control function or the electric monitoring unit are not allowed.

Z. Participant agrees to list the District as co-lien holder on the title of the funded vehicle for the term of the agreement.

AA. The participant understands that the District will submit a completed Uniform Commercial Code-1 Financing Statement Form to the California Secretary of State within thirty (30) days of the purchase of the new vehicle. The financing statement will have the District as the secured party and the vehicle should be listed as collateral.

BB. If the Participant intends to sell or transfer ownership of the new vehicle during the Project Implementation Phase specified in Paragraph 5(B), the District must be notified by the Participant in writing of the intent within 10 business days and the District must approve the sale or transfer of ownership prior to the transaction. In the event Participant sells or transfers ownership of said new vehicle during the Project Implementation Phase, Participant shall return, if requested by District, pro-rated funds to the District.

CC. In the event that the new vehicle purchased under this Agreement is in an accident, destroyed, or stolen, the accident or theft must be reported to the District within 10 business days. The Participant must provide the police report, a letter from the insurance company regarding the accident or theft, and other information requested by the District. The Participant must repair the vehicle and return it to operation, if possible. If the vehicle is totaled, is rendered permanently inoperable, or does not perform to the satisfaction of the Participant, the Participant may replace the new vehicle with an equivalent new vehicle. The replacement vehicle must be:

1. At least as clean as the original funded vehicle based on the Family Emission Level (FEL) and Certification Level on the Executive Order (EO) for the replacement vehicle's engine,
2. Be in the same weight class, and
3. Cannot have more miles than would have been accumulated based on the mileage used to determine the funding amount, or no more than 600,000 miles for HHD vehicles, 350,000 miles for MHD vehicles, and 250,000 miles for LHD vehicles.

As this situation may require an amendment to the existing Agreement, Participant must receive prior authorization from the District in advance of any purchases, and must provide all replacement vehicle information to the District. Additional vehicle inspections by District staff may be required.

8. INSURANCE AND VEHICLE WARRANTY

A. Participant is responsible for securing a major component engine warranty covering parts and labor for the replacement truck commencing on the day the new truck is purchased as indicated on the final invoice submitted for reimbursement and maintaining insurance on the new vehicle that is sufficient to repay the District's investment in case of major damage to the new vehicle at any time during the term of this Agreement. Proof of warranty and insurance will be required prior to any payment of funds under this Agreement.

1. If the purchase of a new or used replacement vehicle is in accordance with currently required warranty periods or warranty requirements for newer engine mode years as specified in the Heavy-Duty Low NOx Omnibus Regulation, then separate supplemental warranty is not required.
2. As an exception, electric vehicles must have a minimum warranty period of 3 years or 50,000 miles. The warranty must cover the engine (if applicable) or motor, drivetrain, battery or energy storage, and parts and labor (including any part of the converted vehicle or engine that is damaged by the conversion system).

B. Participant is responsible for maintaining the new vehicle in good operating condition and according to manufacturer's recommendations.

C. At least one California service provider approved by the manufacturer must be available to repair and service the engine/vehicle.

9. FUNDING OUT

The terms of this Agreement and the services to be provided herein are contingent on the approval and receipt of funds by the District. Should sufficient funds not be allocated, the services provided may be modified or this Agreement terminated at any time by giving Participant thirty (30) days' prior written notice.

10. NON-ASSIGNMENT

Neither party shall assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior express, written consent of the other party.

11. NON-PERFORMANCE

The District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the District there is:

- A. Failure to comply with any terms and conditions in this Agreement;
- B. Failure to purchase an eligible new vehicle and place into service within the timeframe specified in Section 5;
- C. Failure to comply with timelines for the scrapping of the current vehicle or submission of CFP;

- D. Failure to allow an EMU to be installed on new vehicle under this Agreement or tampering with an installed device or data;
- E. Misuse of the District's payments;
- F. Intentional destruction of the new vehicle or associated equipment;
- G. Failure to operate or maintain new vehicle in accordance with manufactures recommendations;
- H. Vehicle/engine is non-operational, malfunctioning, or damaged;
- I. Insufficient, incomplete, or faulty project documentation;
- J. Failure to provide documentation or reports in a timely manner;
- K. Failure to adhere to the terms of this Agreement at any time after the new vehicle is placed into service and for the amount of time specified in Section 5. Should Participant fail to adhere to the terms of this Agreement at any time after the new vehicle is placed into service, Participant shall promptly return all, or a portion, of funds reimbursed to Participant under this Agreement. The amount of funds to be reimbursed shall be at the discretion of the District but shall not exceed the amount funded to the Participant;
- L. As a remedy for non-performance of the Participant under this Agreement, the Participant, with District approval, may transfer the truck to a new Participant, so long as the new Participant agrees to sign an agreement under the same provisions, for the remaining Agreement term.
- M. Participant may request to buy-out remaining time on this Agreement prior to end of the Agreement term. Buy-out amount will be calculated by the District according to TRP guidelines and may include an administrative fee. Once buy-out amount is received by District, Participant will be notified in writing of Agreement completion.

In no event shall any payment by the District constitute a waiver by the District of any breach of this Agreement or any default, which may then exist on the part of Participant. Neither shall such payment impair or prejudice any remedy available to the District with respect to the breach or default. The District shall have the right to demand of Participant the repayment to the District of any funds disbursed to Participant under this Agreement, which, in the judgment of the District, were not expended in accordance with the terms of this Agreement, and may prohibit Participant and specific vehicles from participation in any future District incentive programs. Participant shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, the District may impose any other remedies available by law, in equity, or otherwise specified in this Agreement.

12. NONDISCRIMINATION

During the performance of this Agreement, Participant and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Participant and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Participant and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 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 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Participant and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

13. INDEMNIFICATION

Participant agrees to indemnify, save, hold harmless, and at District's request, defend District, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in agreement, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to District which arises from any negligent or wrongful acts or omissions of Participant, its officers, agents, subcontractors, or employees in their performance of this Agreement or arising out of Participant's use of the new vehicle.

14. RECORD KEEPING

Participant shall maintain records pertaining to the new vehicle sufficient to provide, on an annual basis, information regarding annual mileage, fuel usage, invoices, general maintenance details, correspondence associated with the application, award, agreement, monitoring, enforcement, and reporting requirements and any other available information that may be deemed pertinent to the evaluation of the program for up to five (5) years commencing on the day the new vehicle is purchased, as indicated on the final sales invoice.

Records shall be readily available and accessible to the District upon request for the purposes of ongoing evaluations or auditing.

15. **NOTICES**

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

PARTICIPANT

Leslie Caviglia
City of Visalia
707 W Acequia Ave
Visalia, CA 93291

DISTRICT

Samir Sheikh
Executive Director/APCO
1990 E. Gettysburg Avenue
Fresno, California 93726
(559) 230-6000

Any and all notices between the District and Participant provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party.

16. **BINDING UPON SUCCESSORS**

This Agreement, including all covenants and conditions maintained herein, shall be binding upon and inure to the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

17. **GOVERNING LAW**

This Agreement shall be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement shall only be in Fresno County, California.

18. **TIME IS OF THE ESSENCE**

It is understood that for Participant's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Participant will, to the reasonable satisfaction of the District, complete all activities provided herein within the time schedule outlined in this Agreement, provided that Participant is not caused unreasonable delay in such performance due to circumstances beyond the Participant's control.

19. **SEVERABILITY**

It is understood that if a court holds a specific provision within this Agreement invalid, the remaining provisions of this Agreement continue in effect.

20. FORCE MAJEURE

It is understood that the District and the Participant are not liable for delay or failure in performance resulting from acts beyond their control.

21. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between Participant and the District with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

22. MODIFICATION

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

23. NO FINANCIAL THIRD-PARTY BENEFICIARIES

Notwithstanding anything else stated to the contrary herein, it is understood that Participant's services and activities under this Agreement are being rendered only for the benefit of the District, and no other person, firm, corporation, or entity shall be deemed an intended financial third-party beneficiary of this Agreement.

24. AUDIT

In addition to enforcement by the District, the District reserves the right to perform audits of equipment and documentation and enforce the terms of this Agreement at any time during the Agreement term.

25. COUNTERPARTS

This Agreement may be executed in counterparts, and each of those counterparts shall be deemed an original for all purposes.

PARTICIPANT

City of Visalia

By: _____
Leslie Caviglia

SJVAPCD

**San Joaquin Valley Unified Air Pollution
Control District**

Samir Sheikh
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution
Control District

Annette A. Ballatore
District Counsel

Approved as to accounting form:

San Joaquin Valley Unified Air Pollution
Control District

Mario Orosco
Director of Administrative Services

For accounting use only:
San Joaquin Valley Unified Air Pollution
Control District

Program: _____
Account No.: _____

MAP OF THE SJVAPCD BOUNDARIES

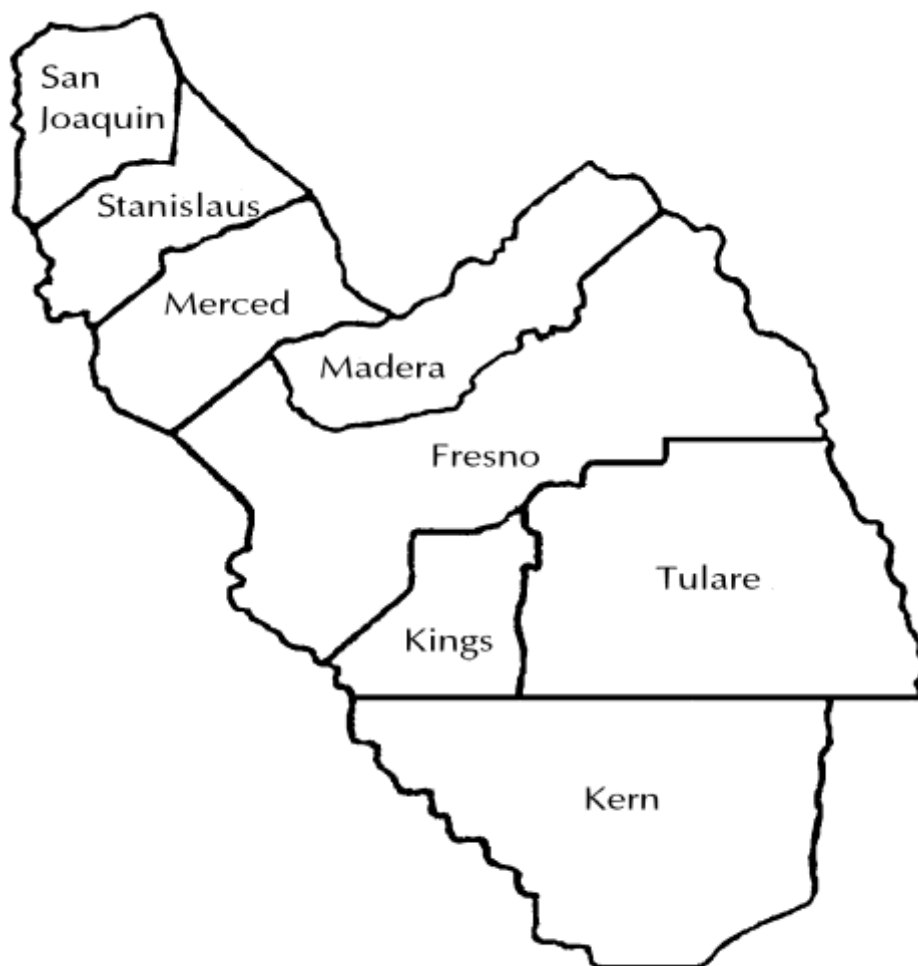


EXHIBIT A

G-236964-A1 City of Visalia

Unit # 1	Current Vehicle	New Vehicle
Make:	Peterbilt	
Model:	520	
VIN:	3BPZL20X7FF269047	
Year:	2015	2024
Fleet ID:	253593	
GVWR	60000	64180
	Current Engine	New Engine
Make:	Cummins	
Model:	ISL G320	
Serial #:	73672443	
Year:	2015	
Intended Service Class	HHDD	HHDD
NOx Emission Level		
Fuel:	CNG	ELECTRIC

Project Life	
Project Life (reporting length):	7

Exhibit B

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT

Current (Old) Vehicle Disposal Requirements

Participant is required to dispose of the current vehicle and its engine listed in **Exhibit B** of this Agreement in the following manner:

1. The Participant must transfer the current vehicle and its engine for permanent destruction to a District approved dismantler within **30 days** of receiving/purchasing the new vehicle, as determined from the invoiced date of the new vehicle.
2. The Participant is responsible for ensuring the current vehicle and its engine are submitted to the dismantling facility in a timely manner to allow the dismantler ample time to properly destroy the vehicle and engine. The Participant is responsible for coordinating the destruction efforts with the dismantler.
3. Upon transfer of the current vehicle and its engine, the Participant must obtain an acceptable receipt from the dismantler as described in the program specific Payment Procedures document.
4. The District approved dismantler has up to **60 days** from the transfer date, as determined from the date on the receipt provided to Participant, to properly destroy the current vehicle and its engine. The engine block and frame of the current vehicle must be physically destroyed in such a manner to eliminate the possibility of future operation. Engine blocks shall be punctured, with a 4-6 inch diameter hole cut in the engine block including a portion of the oil pan rail, and the vehicle frame shall be dismantled, cut and/or demolished to render the current vehicle useless.

Once the current vehicle and its engine have been properly destroyed, the dismantler will notify the District to schedule an on-site post-inspection of the current vehicle and engine.

The destruction of the current vehicle and its engine by the Participant will render the project ineligible for funding. Funding is not available for the salvage of any current vehicle. The current vehicle salvage value will be negotiated between the Participant and the dismantler.

The District holds the Participant and dismantler responsible to ensure the disabled current vehicle and engine do not return to service. If the disabled current vehicle and/or engine is/are found to be operational at any time after the post-monitoring inspection, the Participant and/or dismantler will be subject to enforcement action by the District, including repayment of incentive funds, civil penalties, and any other legal action deemed appropriate.

Exhibit C

Certificate Of Completion

Envelope Id: A5E3B6E5-F43B-4E55-AEE8-CE774C50A076

Status: Sent

Subject: Docusign: G-236964-A1 City of Visalia.pdf

Source Envelope:

Document Pages: 16

Signatures: 0

Certificate Pages: 5

Initials: 0

AutoNav: Enabled

Envelopeld Stamping: Enabled

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

Envelope Originator:

Contracts Valley Air District

1990 E GETTYSBURG AVE

FRESNO, CA 93726

contracts@valleyair.org

IP Address: 12.219.204.250

Record Tracking

Status: Original

2/6/2025 3:12:10 PM

Holder: Contracts Valley Air District

contracts@valleyair.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: SJVAPCD

Location: Docusign

Signer Events

Signature

Timestamp

Leslie Caviglia

leslie.caviglia@visalia.city

Security Level: Email, Account Authentication
(None)

Sent: 2/6/2025 3:14:08 PM

Resent: 2/11/2025 12:32:23 PM

Viewed: 2/12/2025 1:47:15 PM

Electronic Record and Signature Disclosure:

Accepted: 2/7/2025 8:24:02 AM

ID: deebbbbf-ffe9-4667-b4bc-57d0de3da480

Annette Ballatore

co-counsel@valleyair.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Accounting Technician

finance-contracts@valleyair.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Mario Orosco

finance-signatures@valleyair.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Sheraz Gill

apcocontracts@valleyair.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Misa Velasco / Lupe Reyes

contracts@valleyair.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events	Signature	Timestamp
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
Jason Serpa jason.serpa@visalia.city Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 3/5/2025 3:01:52 PM Viewed: 3/5/2025 3:02:39 PM
Jason Serpa jason.serpa@visalia.city Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/6/2025 3:14:08 PM Viewed: 2/6/2025 3:15:15 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/6/2025 3:14:08 PM
Envelope Updated	Security Checked	3/5/2025 3:01:51 PM
Envelope Updated	Security Checked	3/5/2025 3:01:51 PM
Envelope Updated	Security Checked	3/5/2025 3:01:51 PM
Envelope Updated	Security Checked	3/5/2025 3:01:51 PM
Envelope Updated	Security Checked	3/5/2025 3:01:51 PM
Envelope Updated	Security Checked	3/5/2025 3:01:51 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SJVAPCD (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

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