

**Tulare Public Cemetery District**  
**900 EAST KERN AVENUE\*\*TULARE, CALIFORNIA 93274\*\*PHONE (559) 686-5544**

**BOARD AGENDA**

**Regular Board Meeting**  
**January 28, 2021**  
**1:00 P.M.**

**NOTE: MEETING ADDRESS CHANGE: 469 N. CHERRY ST (South Side of Tulare First Baptist Church Campus) location link: <https://goo.gl/maps/V4wruPTvgSpqfVtN9>**

**DOORS WILL OPEN AT 1:00PM. DUE TO COVID-19 ALL ENTERING WILL BE REQUIRED TO KEEP A 6FT DISTANCE FROM OTHERS ATTENDING. FACE MASK ARE RECOMMENDED.**

**THIS MEETING WILL BE AVAILABLE VIA CONFERENCE CALL. PLEASE CALL 1-978-990-5262. ACCESS CODE IS 8540315\*.**

**PRELIMINARIES:**

- 1.1 Call to Order
- 1.2 Roll Call
- 1.3 Pledge of Allegiance
- 1.4 Recognition of Visitors
- 1.5 Public Comment (three (3) minutes per person)
- 1.6 Trustee's Comments

NOTICE TO THE PUBLIC  
PUBLIC COMMENT PERIOD

AT THIS TIME, MEMBERS OF THE PUBLIC MAY COMMENT ON ANY ITEM THAT IS NOT ON THE AGENDA THAT IS WITHIN THE JURISDICTION OF THE BOARD. Under state law, matters presented under this item cannot be discussed or acted upon by the board at this time. For items appearing on the agenda, the public is invited to make comments at the time the item comes up for board consideration. Any person addressing the board will be limited to a maximum of three (3) minutes so that all interested parties have an opportunity to speak

**OPEN SESSION – AGENDA ITEMS: (All items are subject to discussion and possible action by the Board of Trustees.)**

- 2.1 Election of Officers
- 2.2 Report from Tulare Cemeterians
- 2.3 CAPC 2021 Board of Director's Voting Ballot
- 2.4 Approval of December 21, 2020 Minutes
- 2.5 Approval of December 2020 Financials
- 2.6 Approval of Hiring 2 Grounds Keepers
- 2.7 Approval of Buying a Lowering Device & Streamliner for North
- 2.8 Approval of Flooring Bids for Kern Office
- 2.9 Approval on Excavator - North
- 2.10 Approval of Contract with San Joaquin Valley Air Pollution for 4 Electric Carts
- 2.11 CAPC Sexual Harassment Training for Trustees & Managers
- 2.12 Planning Future Office & Niches
- 2.13 Competitive Bids for Kern Cemetery Plots
- 2.14 Board Input of Request for Proposal for New Fence at Kern
- 2.15 Board Input of Request for Proposal for Automated Gate at North
- 2.16 Office Manager's Report
- 2.16a Operational Issues

**CLOSED SESSION ITEM:**

- 3.1 Conference regarding Labor Negotiations "Closed session pursuant to Government Code § 54957.6"

Purpose – consult with negotiator regarding compensation and job duties of Manager, discussions and negotiations with Manager as needed

OPEN SESSION ITEM (if needed)

Purpose – approval of any agreement reached in closed session with Manager

ADJOURNMENT:

OPEN SESSION AGENDA ITEMS  
NOTICE TO THE PUBLIC

ALL WRITINGS, MATERIALS AND INFORMATION PROVIDED TO THE BOARD FOR THEIR CONSIDERATION RELATING TO ANY OPEN SESSION AGENDA ITEMS OF THE MEETING ARE AVAILABLE FOR PUBLIC INSPECTION DURING NORMAL BUSINESS HOURS MONDAY THROUGH FRIDAY 8:00 AM – 5:00 PM AT THE ADMINISTRATION OFFICE OF THE DISTRICT LOCATED AT 900 E. KERN AVE., TULARE, CA 93274

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, IF YOU SHOULD NEED SPECIAL ASSISTANCE TO PARTICIPATE IN THIS MEETING, PLEASE CONTACT THE BOARD OFFICE AT (559) 686-5544 FORTY-EIGHT (48) HOURS PRIOR TO THIS MEETING.

### Rules of Decorum

- Meetings of the Tulare Cemetery District shall be conducted in an orderly manner to ensure that the public has a full opportunity to be heard and that the deliberative process of the Trustees is retained at all times.
- No person in the audience at a District meeting shall engage in disorderly, boisterous conduct or other acts which disturb, disrupt or otherwise impede the orderly conduct of any District meeting.
- The Chair shall request that a person who is breaching the rules of decorum be orderly and silent. If, after receiving a warning from the Chair, a person persists in disturbing the meeting, the Chair shall order him or her, to leave the District meeting.
- If such person does not remove himself or herself, the Penal Code provides that every person who, without authority of law, willfully disturbs or breaks up any meeting, not unlawful in its character, is guilty of a misdemeanor.

### Addressing the Cemetery Board

- No person shall address the Trustees without first being recognized by the Chair.
- Each person shall confine his or her remarks to the agenda item.
- Each person shall limit his or her remarks for business items or oral communications to three minutes, with a total of 15 minutes allotted for the Public Comment Period unless further time is granted by the Chair.
- All remarks shall be addressed to the Trustees as a whole and not to any single member thereof, unless in response to a question from such member.
- No question may be asked of the Trustees without permission of the Chair.

### Trustee Conduct

- The Tulare Public Cemetery Trustees agree to disagree.
- The Tulare Public Cemetery Trustees when desiring to speak shall address the Chair and confine their remarks to the questions under debate.
- The Tulare Public Cemetery Trustees will use respectful language, will not shout nor use aggressive behavior when communicating ideas, beliefs or comments.
- The Tulare Public Cemetery Trustees will not allow personal attacks on staff, each other, or the public.
- The Tulare Public Cemetery Trustees will not condone issues brought before the board that warrant public review without allowing the staff to review the situation and/or permission to add to the board agenda. Issues that warrant review, discussion and/or consideration of the legislative body shall be presented at an open and public meeting in a courteous and professional manner.
- The Tulare Public Cemetery Trustees will not condone grandstanding.
- The Tulare Public Cemetery Trustees will not belabor issues that have either been resolved or tabled to ensure continued productive discussions and decisions.
- The Tulare Public Cemetery Trustees will be proactive in addressing disagreements with fellow members or staff by directly addressing concerns with that member through meaningful and respectful dialogue.

## CAPC BOARD OF DIRECTORS NOMINEES

*The following nominees have consented to run for election to the CAPC Board of Directors at the 2021 VIA Electronic Vote. Each corporate member has one vote. Corporate delegates may vote for a maximum of 5 nominees. At the present time there are five candidates running for the five positions.*

### **BARRY D. BRAUN, (Incumbent) Trustee, Kern County Cemetery District No. 1**



Thank you for taking the time to consider me to continue as a member of the CAPC Board of Directors. I am a member of the Kern County Cemetery District Board of Directors, currently serving as Chairman. KCCD has two cemeteries that serve the citizens of Northwest Bakersfield, Shafter and Wasco.

I was born and raised in Reedley, California, attended Immanuel High School and Reedley College. I spent two years working with a faith-based community development center in Kimpese, Democratic Republic of Congo (Kinshasa). I have also worked in construction and the transportation industry. Since moving to the Wasco area, I have been involved with my church in various capacities. Beginning in 1974 I have been a farmer. We currently grow almonds and pistachios. I also served on the Wasco Union High School Board of Trustees for more than 19 years, including terms as President and Clerk. In addition, I was on the North Kern Vocational Training Center Board of Trustees for four years. My wife and I have been married 47 years, we have three daughters, two sons-in-law and eight grandchildren. When we can, my wife and I enjoy traveling with friends, both domestically and internationally, especially cruises.

Since joining the KCCD Board, we have been recognized as a CSDA District of Distinction and were notified we have reached the Platinum Level. We have a dedicated Board which includes Belton Banks and Jerry Ezell, and a terrific District Manager, Tim Unruh.

### **BELVA BARE, (Incumbent) District Manager, Madera Cemetery District**



I want to thank the Board of Directors and each one of you for considering me for re-nomination on the CAPC Board. CAPC is an asset to all Cemeteries in the State of California. To be a part of its education, scholarships and many other aspects of CAPC it is my honor and a privilege.

I have attended CAPC conferences for 28 years. I have watched this organization grow and continue to work towards the single goal of informing, teaching, and helping all public cemeteries throughout the State of California. This organization has continued to positively move forward with valuable information with education, training, legislation, laws, and one on one communication through mentoring programs. I have been taught a wealth of information from the CAPC meetings. Each conference over the years has enhanced Madera Cemetery District with knowledge and improvement. The last eight years on the Board has been a learning process that is both rewarding and insightful. I thank you for allowing me to be able to serve and help each one of you.

I am a hard worker, and will work hard for you. I love the benefits of getting a job completed correctly and I feel that every problem has a solution. It is important to be a team player because the knowledge of others is what helps us to grow. Working as a team, seeing what is ahead of us, and what is the best vision for each cemetery district is just one of my goals. I will continue to be a great contributor to the CAPC and would appreciate the opportunity to serve on the Board as well as giving back to all members of CAPC.

On a personal note.... Madera Cemetery District has five cemeteries and we have approximately 450 + burials per year. I have to say that I love every aspect of my job. Each situation that arises teaches me and helps me to grow in knowledge and insight. I am currently the President of the Madera Chamber

of Commerce, a Patient Advocate for Madera Community Hospital, member of Madera County Historical Society, and on the Little Church Foundation Board. I have been married for 47 years and have two sons and one granddaughter. My education includes Fresno Pacific University as a Psychology major, Fresno Community College with a social work minor and Reedley College for general education.

I would be honored if you would grant me the opportunity to serve on this highly respected CAPC Board by placing a vote for Belva Bare.

**MARC BAKER, (Incumbent) District Manager, Murrieta Valley Cemetery District**



My name is Marc Baker and I am pleased to submit this narrative of my experience and qualifications in support of my nomination to the California Association of Public Cemeteries Board of Directors. I believe I possess a unique combination of both technical and administrative abilities that would allow me to make a valuable contribution to the existing Board of Directors in pursuing the objectives of the CAPC and their membership.

I currently serve as the General Manager for the Murrieta Valley Cemetery District, a position I have held for over five years. The MVCD is a small district and like so many other cemetery districts across the state funding our operation is always a challenge. During my tenure at MVCD working as a team with our Board of Trustees we have been able to expand the cemetery grounds, began a land acquisition fund to help acquire new property as we reach build out, and made adjustments to our endowment policy to help assure we would be adequately funded at build out.

Prior to becoming the General Manager I served as the District's Lead Groundskeeper. This experience provides me with a strong technical background relating to landscape maintenance, irrigation, burial practices, and the myriad other tasks required to keep a cemetery operating. Since most of these tasks are also associated with our largest operating expenses I am able to help our maintenance staff reduce expenses whenever possible.

Prior to working for MVCD I owned my own landscape construction and maintenance company. As a small business owner-operator I faced issues similar to many of the CAPC membership face today – accomplishing more and more with diminishing resources. I learned to prioritize tasks, delegate when possible, and to maintain detailed records. I had to bid on projects, run construction jobs, keep track of personnel records, process payroll, basically everything having to do with running a company. It provided me with a level of self-discipline and confidence that I still rely on today.

In my spare time I am an ordained minister and Pastor to a small congregation in my home town. This gives me the empathy and understanding to help people who use our cemetery have the most satisfactory service possible given the circumstances. As a member of the clergy I am well versed on a variety of religious practices and rituals which are becoming more common throughout our industry, and can help the CAPC direct the development of new policies relating to such.

If appointed to the CAPC Board I will dedicate the necessary time and effort required for such a position and will be a strong advocate for the CAPC and its mission. I am fortunate that my Board of Trustees supports and encourages my run for the CAPC Board of Directors. The Board recognizes and accepts the time commitment required of such an appointment.

Thank you for reviewing my qualifications and for considering me as a candidate for your Board of Directors.

**MICHAEL OTT, (Incumbent) Trustee, North County Cemetery District**



My name is Mike Ott, and I am seeking your vote and support to serve on the Board of Directors of the California Association of Public Cemeteries (CAPC).

For the past three years, I have had the privilege of serving on the Board of Trustees of the North County Cemetery District. Currently, I am the Chair of the District. I have substantial experience with cemetery districts and other types of local government agencies (cities and special districts) as a result heading one of the largest and most active Local Agency Formation Commissions (LAFCO) in the state for 25 years.

I served as the Executive Officer of the San Diego LAFCO from 1992 to 2017 and also was the first Deputy Executive Officer of CALAFCO. Interestingly, my first involvement with cemetery districts occurred in 1984, when as a LAFCO analyst, I processed and analyzed the consolidation of the predecessor districts of the North County Cemetery District (Escondido and San Marcos Cemetery Districts).

Since my retirement in 2017, I have been able to devote more time to civic and recreational interests. My appointment as a trustee of the North County Cemetery District and my recent appointment as federal volunteer/docent with the Richard Nixon Presidential Library and Museum in Yorba Linda are two examples of how I have put to use these civic interests upon retirement. I have also had more time since retirement to pursue recreational interests of cycling, bicycle restoration, and traveling with my wife.

If re-elected to the CAPC board, I will continue to actively represent trustees and staff from throughout the state, especially when dealing with governance, administration, management, finance, personnel, education, legal, and legislative matters. Currently I am the Chair of CAPC's Bylaws & Policy Committee, and a member of the Budget, CSDA, Legislation, Media, and Parliamentary Committees.

The following is a summary of my experience pertinent to CAPC.

### **Mike Ott's Background**

#### *Current*

- Trustee and Chairman, Board of Trustees of the North County Cemetery District
- Board Member, California Association of Public Cemeteries
- Federal Docent/Volunteer, Richard Nixon Presidential Library and Museum
- Member, North (San Diego) County Cycling Club

#### *Past*

- Deputy Executive Officer, CALAFCO
- Executive Officer, San Diego LAFCO
- Assistant Executive Officer, San Diego LAFCO
- Analyst, San Diego LAFCO
- Founder, Executive Officer, and Board Member of the Coalition of California LAFCOs
- Member, Governor's Office of Planning and Research Municipal Service Review Working Group
- Member, Governor's Office of Planning and Research Incorporation Task Force
- Author, LAFCO Procedures Guide
- Planner, Humboldt County Planning Department
- Recipient of numerous statewide awards, including the Most Effective Commission in California Award in 1998, 2002, 2004; Outstanding Professional of the Year Award in 2008; 2018 Courage and Innovation in Local Government

In summary, I would appreciate both your support and vote to serve on the Board of Directors CAPC. If elected, I will work to ensure that CAPC represents the interests of everyone—staff, trustees and the general public.

**WILLIAM C. CONRAD, (Incumbent) District Manager, Reedley Cemetery District**



My name is William “Bill” C. Conrad and I am the District Manager for the Reedley Cemetery District. I have served in this capacity for 16 years and I also served on the Reedley Cemetery District Board of Trustees for 12 years prior to becoming District Manager. I have attended CAPC Annual Conferences and Educational Seminars and Area Meetings for over 26 years.

I was elected to the CAPC Board of Directors 2 years ago and am running for re-election. I am doing so because I still have much to offer and give back to CAPC. While on the Board of Directors, I have served on numerous committees, serving as Chairman on some of them.

I would appreciate your vote for re-election to the CAPC Board of Directors.

**OFFICIAL CAPC BOARD OF DIRECTORS BALLOT  
FOR 2021**

The following nominees have consented to run for election to the CAPC Board of Directors. Each corporate member has one vote. Corporate delegates may vote for a maximum of 5 nominees. Place a check mark next to the name voted for.

**Barry D. Braun, \_\_\_\_\_**  
**(Incumbent) Trustee, Kern County Cemetery District No. 1**

**Belva Bare, \_\_\_\_\_**  
**(Incumbent) District Manager, Madera Cemetery District**

**Marc Baker, \_\_\_\_\_**  
**(Incumbent) District Manager, Murrieta Valley Cemetery District**

**Michael Ott, \_\_\_\_\_**  
**(Incumbent) Trustee, North County Cemetery District**

**William C. Conrad, \_\_\_\_\_**  
**(Incumbent) District Manager, Reedley Cemetery District**

**Nominated from Floor (Write in name)**

_____	_____	_____
_____	_____	_____
_____	_____	_____

CALL TO ORDER:

The Tulare Public Cemetery board meeting was called to order at 1:08 p.m., at 469 N. Cherry Street, Tulare, California by Chairperson Stephen Present. Trustees present were Chairperson Stephen Present, Vice Chairperson Xavier Avila, Secretary James Pennington, Trustee Alberto Aguilar and Trustee Vicki Gilson (via Conference Call).

RECOGNITION OF VISITORS:

PUBLIC COMMENTS:

Alex Gutiérrez, Linda Malloy made comments.

TRUSTEE COMMENTS:

Trustee Aguilar and Trustee Gilson made comments

CEMETERIANS REPORT:

The Cemeterians reported that they will be having a clean-up in January.

LAFCO LETTER NOTICE OF ALLENSWORTH CSD:

Motion was made by Vice Chairperson Avila to send an affirmation to LAFCO in support of having Allensworth be removed from Tulare Public Cemetery District boundaries and to wish Allensworth CSD well, second by Secretary Pennington (4-1). Trustee Aguilar - no; Vice Chairperson Avila - yes; Trustee Gilson – yes; Secretary Pennington – yes; Chairman Present – yes.

LAFCO CALL FOR NOMINATIONS TO APPOINT AN INDEPENDENT SPECIAL DISTRICT REPRESENTATIVE TO THE COUNTYWIDE RDA OVERSIGHT BOARD:

Vice Chairman Avila nominated Chairman Present to the independent Special District Representative to the Countywide RDA Oversight Board, second by Secretary Pennington (5-0) Trustee Aguilar – yes; Vice Chairperson Avila – yes; Trustee Gilson – yes; Secretary Pennington – yes; Chairperson Present – yes.

APPROVAL OF MINUTES NOVEMBER 30, 2020 & DECEMBER 4, 2020:

November 30, 2020 Minutes were accepted with correction. December 4, 2020 Minutes were accepted.

APPROVAL OF NOVEMBER FINANCIALS:

Vice Chairman Avila made a motion to approve the November financials, second by Secretary Pennington Trustee Aguilar – no; Vice Chairperson Avila – yes; Trustee Gilson – yes; Secretary Pennington – yes; Chairman Present – yes.

APPROVAL FOR M. GREEN CO. TO SET UP PAYROLL REGARDING COVID-19 IN QB:

Secretary Pennington made a motion to approve the December 21, 2020 contract, second by Vice Chairperson Avila (4-1) Trustee Aguilar – yes; Vice Chairperson Avila – yes; Trustee Gilson – yes; Secretary Pennington – yes; Chairperson Present – yes.

CREATION OF NEW & UPDATE OF EXISTING AD HOC COMMITTEES:

This item was tabled for the next board meeting.

DISCUSSION ON MARKER HEIGHT LIMITATION – KERNS & NORTH:

Vice Chairperson Avila made a motion to change the height limitation on the Kern cemetery Rules & Regulations to 38”, second by Secretary Pennington ((5-0) Trustee Aguilar – yes; Vice Chairperson Avila – yes; Trustee Gilson – yes; Secretary Pennington – yes; Chairperson Present – yes.

DISCUSSION ON CONCRETE AGE LIMITAION ON REPAIRS:

The board had a discussion on setting of headstones/markers and left management to decide on a case by case basis on marker repairs.

MEMORANDUM OF UNDERSTANDING (MOU) ASSESSMENT FEE:

Manager Castaneda reported to the board Assemblyman Mathis's plan on getting more money for special districts. Assemblyman Mathis hopes to have a Memorandum of Understanding (MOU) sent out to special districts as early as February.

MANAGERS REPORT:

Manager Castaneda, reported to the board that the backhoe at North broke down and was out of service for repairs. As a result, Foreman Faria had to send the backhoe from Kern cemetery to North in order to open graves for the upcoming services. Manager Castaneda recommended to the board to either buy another backhoe or an excavator for North cemetery. Manager Castaneda informed the board that she would have bids for the board at the next board meeting.

She also reported that Rhonda from the Treasurer's office informed her that the Treasurer's office will have the contract ready by January 11, 2021.

Manager Castaneda reported on the fence on Kern Street that was hit over the weekend and she is having Spence Fence come to have it repaired. She reported to the board that Philip Miller was retiring after 32 years of service with the district his last day will be December 31, 2020. She brought up to the board that last year the district board approved compensation to staff for staying within the budget last year and staff wanted to know if the board planned to do the same thing this year. Vice Chairperson Avila made a motion to give compensation for a year well-done of \$125.00, second by Secretary Pennington (3-1-1) Trustee Aguilar – no; Vice Chairperson – yes; Trustee Gilson – abstained; Secretary Pennington – yes; Chairperson Present – yes.

At 3:35pm the board moved to Closed Session.

Conference regarding Labor Negotiations "Closed session pursuant to Government Code § 54957.6" Purpose – consult with negotiator regarding compensation and job duties of Manager, discussions and negotiations with Manager as needed.

Vice Chairperson Avila made a motion to approve the contract for the manager position and for that position to be a salaried employee at an annual rate of \$62,400. The new rate will go into effect starting on December 23, 2020, second by Secretary Pennington (3-2) Trustee Aguilar – no; Vice Chairperson Avila – yes; Trustee Gilson – no; Secretary Pennington – yes; Chairperson Present – yes.

ADJOURNMENT:

With nothing further Chairperson Present adjourned the meeting at 4:50 p.m.

Respectfully Submitted,

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Board Secretary

Tulare Public Cemetery District  
**Balance Sheet**  
As of December 31, 2020

	<u>Dec 31, 20</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
00 · Clearing Acct.	29,109.00
10100 · Petty Cash	283.43
10150 · Bank of The Sierra - CHK ACCT	33,759.27
10500 · Cash in Treasury (772)	342,294.27
10600 · Endowment - Reserved (773)	
1620 · Edowment Care 1620	316,017.92
10600 · Endowment - Reserved (773) - Other	1,222,339.24
<b>Total 10600 · Endowment - Reserved (773)</b>	<u>1,538,357.16</u>
10700 · Cash in Expansion Account (807)	86,128.70
10900 · Endowment - Unreserved (817)	351,942.90
<b>Total Checking/Savings</b>	<u>2,381,874.73</u>
<b>Other Current Assets</b>	
10 · Customer Balance Due	263.17
12001 · Undeposited Funds	37.50
<b>Total Other Current Assets</b>	<u>300.67</u>
<b>Total Current Assets</b>	<u>2,382,175.40</u>
<b>TOTAL ASSETS</b>	<b><u>2,382,175.40</u></b>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
<b>Accounts Payable</b>	
20000 · Accounts Payable	41,693.30
<b>Total Accounts Payable</b>	<u>41,693.30</u>
<b>Other Current Liabilities</b>	
24000 · Payroll Liabilities	67.02
24010 · Pension Payable	2,267.22
24020 · Health Insurance Payable	626.89
25500 · Sales Tax Payable	3,462.80
<b>Total Other Current Liabilities</b>	<u>6,423.93</u>
<b>Total Current Liabilities</b>	<u>48,117.23</u>
<b>Total Liabilities</b>	48,117.23
<b>Equity</b>	
30000 · Opening Balance Equity	2,282,733.86
31100 · Retain Earnings	-17,814.90
Net Income	69,139.21
<b>Total Equity</b>	<u>2,334,058.17</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>2,382,175.40</u></b>

**Tulare Public Cemetery District  
Profit & Loss Budget Performance**

December 2020

	Dec 20	Budget	Jul - Dec 20	YTD Budget	Annual Budget
<b>Ordinary Income/Expense</b>					
<b>Income</b>					
3999 · Total Beginning Cash Available	0	23,450	0	140,697	281,394
4000 · County Taxes	95,547	15,785	95,547	94,709	189,418
4801 · Interest Income - 772	1,031	250	2,665	1,500	3,000
5400 · Charges for Current Services	106,603	61,029	478,523	366,173	732,345
5805 · Misc. Revenue	2,957	167	12,605	1,000	2,000
5834 · Restitution	0	100	400	600	1,200
5835 · Other Revenue	1,002	667	1,262	4,000	8,000
<b>Total Income</b>	<b>207,140</b>	<b>101,446</b>	<b>591,003</b>	<b>608,679</b>	<b>1,217,357</b>
<b>Expense</b>					
101 · Returned Checks	0		0		
6000 · Payroll and Employee Benefits					
6001 · Regular Payroll	35,856	27,500	183,752	165,000	330,000
6002 · Overtime	1,557	250	7,648	1,500	3,000
6004 · Benefits	7,235	6,250	27,593	37,500	75,000
6005 · Extra Help	0	2,243	13,866	13,456	26,912
6008 · Directors Fees	300	333	2,025	2,000	4,000
6011 · Retirement-SD Portion	7,395	3,125	22,994	18,750	37,500
6012 · Social Security and Medicare	2,862	2,654	15,047	15,923	31,845
6015 · Workers Compensation Ins	916	2,083	4,580	12,500	25,000
6016 · Unemployment Ins.	0	167	609	1,000	2,000
6000 · Payroll and Employee Benefits - Other	0	0	4,902	0	0
<b>Total 6000 · Payroll and Employee Benefits</b>	<b>56,120</b>	<b>44,605</b>	<b>283,015</b>	<b>267,629</b>	<b>535,257</b>
7003 · Penalties	0	42	569	250	500
7004 · Clothing and Personal Supplies	0	583	3,319	3,500	7,000
7005 · Telecommunications	427	500	2,702	3,000	6,000
7006 · Vaults and Crypts	9,300	6,250	45,956	37,500	75,000
7009 · Household Supplies	38	125	1,243	750	1,500
7010 · Insurance	3,885	1,667	8,070	10,000	20,000
7030 · Maintenance and Repairs	10,397	9,167	87,112	55,000	110,000
7036 · Office Supplies and Expense	836	2,083	11,621	12,500	25,000
7039 · Miscellaneous	725	58	1,965	350	700
7043 · Professional Fees	4,270	3,333	18,187	20,000	40,000
7045 · Security	17,311	208	18,231	1,250	2,500
7059 · Publications and Legal Notices	325	250	1,342	1,500	3,000
7073 · Training / Education	0	833	3,764	5,000	10,000
7081 · Utilities	3,557	3,333	34,181	20,000	40,000
7425 · Taxes	0	108	1,725	650	1,300
8001 · Graves Repurchase	3,500	417	6,800	2,500	5,000
8100 · Building and Improvements	0	20,833	6,205	125,000	250,000
8300 · Equipment	0	6,250	56,473	37,500	75,000
<b>Total Expense</b>	<b>110,691</b>	<b>100,646</b>	<b>592,479</b>	<b>603,878</b>	<b>1,207,757</b>
<b>Net Ordinary Income</b>	<b>96,449</b>	<b>800</b>	<b>-1,476</b>	<b>4,800</b>	<b>9,600</b>
<b>Other Income/Expense</b>					
<b>Other Income</b>					
9100 · Endowment					
9101 · Endowment Revenue	10,262	5,000	44,318	30,000	60,000
9102 · Interest Income - EC	5,729	2,500	14,552	15,000	30,000
9100 · Endowment - Other	0	0	0	0	0
<b>Total 9100 · Endowment</b>	<b>15,991</b>	<b>7,500</b>	<b>58,870</b>	<b>45,000</b>	<b>90,000</b>
9200 · Fund for Future Expansion - 807					
9201 · Rent and Concessions - 807	0	750	0	4,500	9,000
9203 · Interest Income - 807	298	117	723	700	1,400
9204 · Future Expansion Current Serv	4,239	1,250	9,785	7,500	15,000
9200 · Fund for Future Expansion - 807 - Other	0	0	0	0	0
<b>Total 9200 · Fund for Future Expansion - 807</b>	<b>4,537</b>	<b>2,117</b>	<b>10,508</b>	<b>12,700</b>	<b>25,400</b>
9300 · Unreserved Funds - 817					
9301 · Interest Income - 817	1,338	417	3,317	2,500	5,000
9300 · Unreserved Funds - 817 - Other	0	0	0	0	0
<b>Total 9300 · Unreserved Funds - 817</b>	<b>1,338</b>	<b>417</b>	<b>3,317</b>	<b>2,500</b>	<b>5,000</b>
<b>Total Other Income</b>	<b>21,866</b>	<b>10,033</b>	<b>72,695</b>	<b>60,200</b>	<b>120,400</b>
<b>Other Expense</b>					

**Tulare Public Cemetery District  
Profit & Loss Budget Performance**

December 2020

	<u>Dec 20</u>	<u>Budget</u>	<u>Jul - Dec 20</u>	<u>YTD Budget</u>	<u>Annual Budget</u>
7432 · Appropriation for Contingencies	0	10,833	0	65,000	130,000
9999 · COVID 19 Expenses	0		2,080		
<b>Total Other Expense</b>	<u>0</u>	<u>10,833</u>	<u>2,080</u>	<u>65,000</u>	<u>130,000</u>
<b>Net Other Income</b>	<u>21,866</u>	<u>-800</u>	<u>70,615</u>	<u>-4,800</u>	<u>-9,600</u>
<b>Net Income</b>	<u><b>118,315</b></u>	<u><b>0</b></u>	<u><b>69,139</b></u>	<u><b>0</b></u>	<u><b>0</b></u>

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01/26/21

**Tulare Public Cemetery District**

**Reconciliation Summary**

10150 · Bank of The Sierra - CHK ACCT, Period Ending 12/31/2020

---

	<u>Dec 31, 20</u>
<b>Beginning Balance</b>	63,892.31
<b>Cleared Transactions</b>	
Checks and Payments - 76 items	-94,007.78
Deposits and Credits - 9 items	84,832.88
	<u>                    </u>
<b>Total Cleared Transactions</b>	-9,174.90
	<u>                    </u>
<b>Cleared Balance</b>	<b>54,717.41</b>
	<u>                    </u>
<b>Uncleared Transactions</b>	
Checks and Payments - 20 items	-20,958.14
	<u>                    </u>
<b>Total Uncleared Transactions</b>	-20,958.14
	<u>                    </u>
<b>Register Balance as of 12/31/2020</b>	<b>33,759.27</b>
	<u>                    </u>
<b>Ending Balance</b>	33,759.27

## Tulare Public Cemetery District Check List Without Payroll

December 2020

Date	Num	Name	Amount	Balance
<b>10150 · Bank of The Sierra - CHK ACCT</b>				
12/27/2020	AUT...	Intuit	-468.00	-468.00
12/01/2020	AUT...	CALPERS	-1,701.41	-2,169.41
12/14/2020	AUT...	AT & T Phone's	-70.00	-2,239.41
12/15/2020	AUT...	Southern California ...	-864.23	-3,103.64
12/21/2020	AUT...	City of Tulare	-2,875.48	-5,979.12
12/21/2020	AUT...	AT & T Phone's	-171.44	-6,150.56
12/29/2020	AUT...	AT & T Phone's	-185.56	-6,336.12
12/09/2020	AUT...	CALPERS	-3,374.81	-9,710.93
12/31/2020	AUT...	CALPERS	-2,638.09	-12,349.02
12/04/2020	2376	CALPERS	-24.92	-12,373.94
12/04/2020	2377	CARQUEST AUTO ...	-9.32	-12,383.26
12/04/2020	2378	Res Com	-45.00	-12,428.26
12/11/2020	2379	Asco Pacific	-151.39	-12,579.65
12/11/2020	2380	Barnes Memorials	-536.92	-13,116.57
12/11/2020	2381	Ewing Irrigation & L...	0.00	-13,116.57
12/11/2020	2382	Home Depot Cedit ...	-719.70	-13,836.27
12/11/2020	2383	Illinois MidWest Ins...	-916.00	-14,752.27
12/11/2020	2384	Lowe's	-632.20	-15,384.47
12/11/2020	2385	Mid-Valley Pipe & S...	-87.77	-15,472.24
12/11/2020	2386	Office Depot	-478.08	-15,950.32
12/11/2020	2387	Res Com	-45.00	-15,995.32
12/11/2020	2388	Seacoast Business ...	-703.33	-16,698.65
12/11/2020	2389	Wizix	-165.75	-16,864.40
12/11/2020	2390	City of Tulare	-179.55	-17,043.95
12/11/2020	2391	Ewing Irrigation & L...	-333.98	-17,377.93
12/18/2020	2392	Alberto Aguilar	-125.00	-17,502.93
12/18/2020	2393	Alta Pump Co. Inc.	-18,114.86	-35,617.79
12/18/2020	2394	CARQUEST AUTO ...	-7.44	-35,625.23
12/18/2020	2395	Insurica	-3,885.00	-39,510.23
12/18/2020	2396	James E. Pennington	-125.00	-39,635.23
12/18/2020	2397	Reed Shaffer	-6,038.89	-45,674.12
12/18/2020	2398	Seacoast Business ...	-715.68	-46,389.80
12/18/2020	2399	Tulare County Coun...	-1,421.93	-47,811.73
12/18/2020	2400	Tulare Irrigation Dist...	-649.67	-48,461.40
12/18/2020	2401	US Bank Equipment...	-89.23	-48,550.63
12/18/2020	2402	Vicki Gilson	-125.00	-48,675.63
12/18/2020	2403	CALPERS	0.00	-48,675.63
12/18/2020	2404	Jess Flores	-1,000.00	-49,675.63
12/31/2020	2414	Elite Electrical Servi...	-700.00	-50,375.63
12/31/2020	2415	Linder Equip CO.	-668.80	-51,044.43
12/31/2020	2416	Res Com	-45.00	-51,089.43
12/31/2020	2417	Soap Man	-22.73	-51,112.16
12/31/2020	2418	SoCalGas	-96.89	-51,209.05

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01/26/21

Accrual Basis

# Tulare Public Cemetery District Check List Without Payroll

December 2020

---

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>	<u>Balance</u>
12/31/2020	2419	Spraying Devices, I...	-143.11	-51,352.16
12/31/2020	2420	Tulare Chamber of ...	-325.00	-51,677.16
12/31/2020	2421	Van Cleve Concrete...	-3,190.00	-54,867.16
12/31/2020	2422	Yvonne Malloy Piker	-500.00	-55,367.16
12/31/2020	2423	Zee Medical Servic...	-155.50	-55,522.66
12/30/2020	2433	Barnes Welding Su...	-1,090.08	-56,612.74
12/30/2020	2434	Cherri Lyne Betbeder	-620.00	-57,232.74
12/30/2020	2435	Jo Morykwas	-2,000.00	-59,232.74
Total 10150 · Bank of The Sierra - CHK ACCT			-59,232.74	-59,232.74
<b>TOTAL</b>			<b>-59,232.74</b>	<b>-59,232.74</b>

**Tulare Public Cemetery District**  
**Payroll Summary**  
December 2020

---

	<u>Hours</u>	<u>Dec 20</u>
<b>Employee Wages, Taxes and Adjustments</b>		
<b>Gross Pay</b>		
Bereavement Time	24	534.00
Holiday Pay	80	1,686.00
Hourly	1,222.75	25,081.62
Hourly Sick	67.25	1,469.13
Hourly Vacation	277.5	5,960.25
Overtime (x1.5) hourly	48	1,556.69
Bonus		1,125.00
<b>Total Gross Pay</b>	<u>1,719.5</u>	<u>37,412.69</u>
<b>Deductions from Gross Pay</b>		<u>-1,256.12</u>
<b>Adjusted Gross Pay</b>	1,719.5	36,156.57
<b>Taxes Withheld</b>		-5,996.16
<b>Deductions from Net Pay</b>		<u>-1,064.89</u>
<b>Net Pay</b>	<u><u>1,719.5</u></u>	<u><u>29,095.52</u></u>
<b>Employer Taxes and Contributions</b>		
Medicare Company		542.46
Social Security Company		2,319.58
CA - Unemployment		0.00
CA - Employment Training Tax		0.00
<b>Total Employer Taxes and Contributions</b>		<u><u>2,862.04</u></u>

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01/26/21

**Tulare Public Cemetery District**  
**Reconciliation Summary**  
10500 · Cash in Treasury (772), Period Ending 12/31/2020

---

	<u>Dec 31, 20</u>
<b>Beginning Balance</b>	223,924.53
<b>Cleared Transactions</b>	
<b>Checks and Payments - 7 items</b>	-86,902.08
<b>Deposits and Credits - 8 items</b>	205,271.82
	<u>118,369.74</u>
<b>Total Cleared Transactions</b>	
<b>Cleared Balance</b>	<b><u>342,294.27</u></b>
<b>Register Balance as of 12/31/2020</b>	342,294.27
<b>Ending Balance</b>	342,294.27

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**Tulare Public Cemetery District**  
**Reconciliation Summary**  
10600 · Endowment - Reserved (773), Period Ending 12/31/2020

---

	<u>Dec 31, 20</u>
<b>Beginning Balance</b>	1,526,800.16
<b>Cleared Transactions</b>	
<b>Deposits and Credits - 5 items</b>	<u>11,557.00</u>
<b>Total Cleared Transactions</b>	<u>11,557.00</u>
<b>Cleared Balance</b>	<u><u><b>1,538,357.16</b></u></u>
<b>Register Balance as of 12/31/2020</b>	1,538,357.16
<b>Ending Balance</b>	1,538,357.16

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**Tulare Public Cemetery District**  
**Reconciliation Summary**  
10700 · Cash in Expansion Account (807), Period Ending 12/31/2020

---

	<u>Dec 31, 20</u>
<b>Beginning Balance</b>	79,633.24
<b>Cleared Transactions</b>	
<b>Deposits and Credits - 4 items</b>	<u>6,495.46</u>
<b>Total Cleared Transactions</b>	<u>6,495.46</u>
<b>Cleared Balance</b>	<u><u><b>86,128.70</b></u></u>
<b>Register Balance as of 12/31/2020</b>	86,128.70
<b>Ending Balance</b>	86,128.70

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**Tulare Public Cemetery District**  
**Reconciliation Summary**  
10900 · Endowment - Unreserved (817), Period Ending 12/31/2020

---

	<u>Dec 31, 20</u>
<b>Beginning Balance</b>	350,605.40
<b>Cleared Transactions</b>	
<b>Deposits and Credits - 1 item</b>	<u>1,337.50</u>
<b>Total Cleared Transactions</b>	<u>1,337.50</u>
<b>Cleared Balance</b>	<b><u><u>351,942.90</u></u></b>
<b>Register Balance as of 12/31/2020</b>	351,942.90
<b>Ending Balance</b>	351,942.90

**TULARE PUBLIC CEMETERY DISTRICT  
2018 - 2020 MONTHLY INTERMENT COMPARISON**

**DECEMBER INTERMENTS 2018**

BODY BURIALS	KERN		6
	NORTH		4
NICHES/HEX			0
CREMATION BURIALS	KERN		2
	NORTH		0
BABY BURIALS	KERN		0
	NORTH		0
<b>TOTALS</b>			<b>12</b>

**DECEMBER INTERMENTS 2019**

BODY BURIALS	KERN		11
	NORTH		9
NICHES/HEX			4
CREMATION BURIALS	KERN		0
	NORTH		1
BABY BURIALS	KERN		0
	NORTH		1
<b>TOTALS</b>			<b>26</b>

**DECEMBER INTERMENTS 2020**

BODY BURIALS	KERN		11
	NORTH		23
NICHES/HEX			2
CREMATION BURIALS	KERN		1
	NORTH		1
BABY BURIALS	KERN		0
	NORTH		1
<b>TOTALS</b>			<b>39</b>

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JAN	22	5	27
FEB	18	7	25
MAR	27	8	35
APR	19	7	26
MAY	25	3	28
JUN	28	11	39

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JAN	18	8	26
FEB	15	9	24
MAR	28	4	32
APR	16	10	26
MAY	13	10	23
JUN	22	8	30

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JAN	33	6	39
FEB	20	6	26
MAR	25	8	33
APR	15	8	23
MAY	16	6	22
JUN	18	6	24

	<u>BODY</u>	<u>CRMATION</u>	<u>TOTAL</u>
JUL	18	7	25
AUG	15	8	23
SEP	15	7	22
OCT	12	8	20
NOV	13	3	16
DEC	10	2	12

**TOTAL 222 76 298**

**Percentage 74% 26%**

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JUL	18	7	25
AUG	12	6	18
SEP	21	5	26
OCT	19	10	29
NOV	17	13	30
DEC	21	5	26

**TOTAL 220 95 315**

**Percentage 70% 30%**

	<u>BODY</u>	<u>CREMATION</u>	<u>TOTAL</u>
JUL	25	9	34
AUG	25	12	37
SEP	21	12	33
OCT	20	11	31
NOV	28	10	38
DEC	35	4	39

**TOTAL 281 98 379**

**Percentage 74% 26%**

**ASCO PACIFIC**  
 PO Box 3467  
 Gardena, CA 90247  
 800-521-1113 Fax 310-534-0574  
 www.ascopacific.com

Attn: Leonor

**Quotation**

Quote Number  
3592

Quote Date  
Jan 26, 2021

Page:  
1

Quoted to:  
**TULARE PUBLIC CEMETERY**  
 900 E. KERN AVENUE  
 TULARE, CA 93274

Customer ID	Good Thru	Payment Terms	Sales Rep
TULARE	2/25/21	Net 30 Days	NORTHERN

Quantity	Item	Description	Unit Price	Extension
1.00	94901	MASTER LOWERING DEVICE, STAINLESS STEEL	4,800.00	4,800.00
1.00	99614	STREAMLINER CASKET CARRIAGE	3,500.00	3,500.00
1.00		APPROX. FREIGHT (+) OR (-)	900.00	900.00
		***** ETA: 8-9 WKS		

**Approved by:**

Subtotal	9,200.00
Sales Tax	684.75
Freight	
<b>Total</b>	<b>9,884.75</b>

15% RESTOCKING FEE ON ALL RETURNS  
 SPECIAL & CUSTOM ORDERS ARE NON-RETURNABLE

- | <u>Part #</u> | <u>Description</u>  |
|---------------|---|
| 95502         | Lowering Device, Stainless Steel  |
| 95503         | Lowering Device with Placer Rollers Attached, Stainless Steel                                       |
| 95504         | Lowering Device 3 in 1 with Non-Telescoping Stand (includes placer, stand & drape), Stainless Steel |
| 95506         | Lowering Device 3 in 1 with Telescoping Stand, (includes placer, stand & drape), Stainless Steel    |
| 95507         | Imperial Device Cover   |



◆ Parts available upon request

**Maximum Capacity:** 800 lbs      **Weight:** 110 lbs (device only)

## MASTER LOWERING DEVICE

The Master Casket Lowering Device is a high grade lowering device designed for everyday heavy duty use. The load bearing components are twice the size of those found in the Imperial device making it virtually maintenance free. The most durable lowering device on the market and is designed for a 2 person set-up.

- | <u>Part #</u> | <u>Description</u>   |
|---------------|--|
| 94901         | Lowering Device, Stainless Steel   |
| 94905         | Lowering Device with Placer Rollers Attached, Stainless Steel  |
| 94902         | Lowering Device 3 in 1 with Non-Telescoping Stand, (includes placer, stand & drape), Stainless Steel |
| 94903         | Lowering Device 3 in 1 with Telescoping Stand, (includes placer, stand & drape), Stainless Steel     |
| 94904         | Master Device Cover  |



◆ Parts available upon request

**Maximum Capacity:** 1000 lbs      **Weight:** 130 lbs (device only)

## URN/INFANT LOWERING DEVICE

The Urn/Infant Lowering Device offers the same strength and beautiful visual appearance as the traditional casket lowering device in a unique smaller version. It features cast aluminum heads, stainless steel tubing throughout and a smooth, fully automatic one man operation.

- | <u>Part #</u> | <u>Description</u>   |
|---------------|--|
| 96501         | Imperial Infant/Urn 3 in 1, (includes board, stand & drape), Stainless Steel |
| 96502         | Imperial Infant/Urn, Stainless Steel   |
| 96503         | Master Infant/Urn 3 in 1, ( includes board, stand & drape), Stainless Steel  |
| 96504         | Master Infant/Urn, Stainless Steel   |
| 96505         | Regular Stand Only, Stainless Steel  |
| 96506         | Drape Only, available in: Green, Blue, Burgundy                              |



Easy-rolling unit relieves the pallbearers from the burden of carrying the casket to the grave site. Hand brake locks wheels.

<u>Part#</u>	<u>Description</u>
94270	Casket Carriage
94271	Name Plates, Set of 2
94272	Drape, 2 Piece
94273	Casket Carriage Cover
94274	Replacement Tire

**Maximum Capacity:** 1200 lbs    **Color Available:** Green



◆ Parts available upon request

◆ Carriage shown with Cover

## STREAMLINER CASKET CARRIAGE

The Streamliner enables set-up, including drape, device and placer, to remain intact before, during and between burials. Each model comes equipped with a removable tow tongue.

<u>Part #</u>	<u>Description</u>
99614	Streamliner Complete, includes: stand, carriage, tow bar, long channels, safety straps
99615	Short Channels & Space Bars, set of 2 (for sideways set-up)
99616	Extra Steering Bar
99617	Long Channels, set of 2
99618	Single Faced Four Piece Drape
99619	Double Faced Four Piece Drape
99620	One Piece Wrap Around Drape
99621	Protective Canvas Cover for Streamliner

◆ Parts available upon request



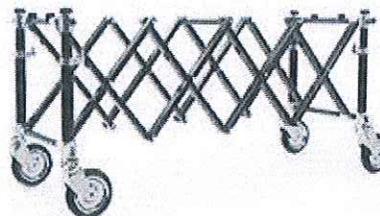
## CHURCH TRUCKS

Constructed of anodized aluminum tubing these sturdy trucks are ideal for moving and displaying any size casket. The accordion design allows for compact storage plus three different open positions.

<u>Part #</u>	<u>Description</u>	<u>Length</u>	<u>Weight</u>
99800	Model 87 Church Truck	61 1/4"	35 lbs
99805	Model 88 Church Truck	47"	32 lbs
99810	Model 87/88 Drape		

**Maximum Capacity:** 1000 lbs

<u>Truck Colors:</u>	<u>Drape Colors:</u>
Blue-Gray	Burgundy
Bronze	Evergreen
Gold	Sapphire





1453 East Tulare Avenue • Tulare, California 93274  
 Phone (559) 688-7411 • Fax (559) 688-6207  
 California State Contractors License No. 618695

JOB NO. \_\_\_\_\_

DATE  
 1/22/21

SOLD TO Tulare Cemetery  
 ADDRESS 900 E. Kern  
 CITY Tulare STATE/ZIP CA  
 EMAIL leonorted@outlook.com  
 PHONE 686-5544

OWNER \_\_\_\_\_  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE \_\_\_\_\_  
 ZIP \_\_\_\_\_ PHONE \_\_\_\_\_

WE HEREBY AGREE TO FURNISH AND INSTALL THE FOLLOWING ITEMS IN ACCORD WITH SPECIFICATIONS DESCRIBED BELOW IN BUILDING LOCATED AT:

JOB LOCATION \_\_\_\_\_

INSTALLATION DATE	NEW CONSTR.	EXISTING CONSTR.	SALESMAN		
		X			
CONCRETE FLOOR	WOOD FLOOR	CASH	CHARGE	OTHER	
X					

ROOM	YDS.	DESCRIPTION	COLOR	PRICE PER SQ. YD.	AMOUNT
(2) offices,		OBSS V mineral mix 720 c plus			
Break room,		Shaw laminate			
Back Storage		Lava 5002			
Room					
		Includes: Prep, Demo Carpet,			
		Install laminate, Install 4" Rubber			
		TSB & Trims			
		Note:			
		Prevailing wage will			
		exceed \$1000.00			
		CA CRPT STEWARDSHIP ASSESSMENT			

PADDING TYPE:	Foam	Rubber	Rebond	Customers	TOTAL
CONTRACTOR ALLOWANCE	OWNER OBLIGATION	TOTAL INSTALLED PRICE			14,068.00

TERMS: Net cash upon completion, unless otherwise specified.

Please deliver goods and make installations described above, for which I agree to pay you on above named terms. I also agree to pay you any additional charges which shall be added to above amounts for additional materials and services. I also agree to pay all reasonable collection charges in event I fail to pay this bill as herein promised and in event of legal action to pay all costs including attorney's fees. I hereby relieve The Carpet Shoppe of all responsibility for imperfect results if linoleum is laid over warped or faulty floors or when conditions of moisture prevail or when linoleum is laid loose (not cemented). It is understood that in rooms where there are tubs - heaters - stoves or fresh paint, linoleum laying is difficult and The Carpet Shoppe is not responsible for damage to said items unless such damage is caused by undue negligence on the part of their workmen.

When accepted, this quotation becomes a contract, which is contingent upon strikes, accidents, fire or other causes beyond our control, and subject to approval of the main office.

TERMS AS SPECIFIED ON CONTRACT. ALL PAST DUE ACCOUNTS ARE SUBJECT TO A FINANCE CHARGE OF 1 1/2% PER MONTH, WHICH IS AN ANNUAL PERCENTAGE RATE OF 18%.

ACCEPTED \_\_\_\_\_

ACCEPTED \_\_\_\_\_

BY \_\_\_\_\_  
 THIS ESTIMATE VOID AFTER 30 DAYS

BY \_\_\_\_\_

**YANMAR**



**Kaweah**  
EQUIPMENT CO

10725 W. Goshen Ave  
Visalia, CA 93291  
559-733-2982 Ph  
559-733-3002 Fax

**Tulare Cemetery**

**December 28, 2020**



**Yanmar ViO-35**

**Phone: (559) 733-2982 / Fax: (559) 733-3002**

**YANMAR**



**Kaweah**  
EQUIPMENT CO

10725 W. Goshen Ave  
Visalia, CA 93291  
559-733-2982 Ph  
559-733-3002 Fax

We are pleased to quote your excavating needs as follows:

NEW **YANMAR**

Model Vi035-6B with 28 Horse Power Diesel Motor and Rubber Tracks

Engine Brand Name Yanmar

Cylinders 4 Cylinder Diesel

Horsepower 24.4 @ 2300 rpm

Fuel Type Diesel

**Digging Depth 11'3"**

**Canopy**

Overall Weight with Canopy **7,905 lbs**

Fuel Tank Capacity 11.1 gallons

Swing Speed 10 mph

Phone: (559) 733-2982 / Fax: (559) 733-3002

**YANMAR**



**10725 W. Goshen Ave  
Visalia, CA 93291  
559-733-2982 Ph  
559-733-3002 Fax**

---

NEW unit with angle blade:	\$ 43,000.00
Add 12" Bucket	\$ 995.00
Ditching Bucket 36" with teeth	\$ 1,995.00
Total:	\$ 45,990.00

Rental Available \$ 695.00 per week.  
\$ 1,895.00 per month.

\*Note: Sales tax not included in prices.

Validity of quote: 30 days from the date listed above.

We sincerely appreciate this opportunity. If we are awarded your order we would appreciate it if you would fill in the data listed below:

P.O.# \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

---

**Phone: (559) 733-2982 / Fax: (559) 733-3002**

**Industrial Equipment & Repairs**



*Advance Equipment Holdings, Inc.  
5941 W. Cutler Ct., Visalia, CA 93277  
559-786-6281 Phone*

Tulare Cemetery

January 19, 2021

NEW YANMAR MODEL ViO35:  
Digging Depth 11ft 3inch  
Hp 24.4 @ 2300 rpm  
Fuel: Diesel  
Canopy Open  
Angle Blade  
12" Bucket  
36" Ditching Bucket with teeth



Purchase price of unit:

\$ 48,950.00

Thank you for allowing us to quote your industrial equipment needs.  
If we are awarded your order we appreciate it if you would fill in the information listed below:

Purchase order: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

CORNERSTONE CREATIVITY GROUP DBA  
**Sierra Industrial Equipment**  
559-571-2600

**YANMAR**

Tulare Cemetery

January 22, 2021



*Yanmar ViO-35*

---

CORNERSTONE CREATIVITY GROUP DBA  
**Sierra Industrial Equipment**  
559-571-2600

**YANMAR**

We are pleased to quote your excavating needs as follows:  
NEW YANMAR EXCAVATOR  
Model Vi035-6B with 28 Horse Power Diesel Motor and Rubber Tracks

Engine Brand Name Yanmar  
Cylinders 4 Cylinder Diesel  
Horsepower 24.4 @ 2300 rpm  
Fuel Type Diesel  
Digging Depth 11'3"  
Canopy  
Overall Weight with Canopy 7,905 lbs  
Fuel Tank Capacity 11.1 gallons  
Swing Speed 10 mph

NEW unit with angle blade:	\$ 45,950.00
Add 12" Bucket	\$ 1,012.00
Ditching Bucket 36" with teeth	<u>\$ 2,195.00</u>
Total:	\$ 49,157.00

Rental Available \$ 715.00 per week.  
\$ 2,155.00 per month.

\*Note: Sales tax not included in prices.

Validity of quote: 30 days from the date listed above.

We sincerely appreciate this opportunity. If we are awarded your order we would appreciate it if you would fill in the data listed below:

P.O.# \_\_\_\_\_ Name: \_\_\_\_\_

Date: \_\_\_\_\_ Signature: \_\_\_\_\_

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Agreement No. **G-96526-A1**

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT**  
**PUBLIC BENEFIT GRANTS PROGRAM**  
**FUNDING AGREEMENT**  
**(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this 25th day of January, 2021, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **Tulare Public Cemetery District** (Participant).

**WITNESSETH:**

**WHEREAS**, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

**WHEREAS**, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

**WHEREAS**, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

**WHEREAS**, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

**WHEREAS**, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

**WHEREAS**, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and



1                   **WHEREAS**, Participant represents that it is willing and able to perform the  
2 activities set forth herein.

3                   **NOW, THEREFORE**, based on their mutual promises, covenants, and  
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6                   The Participant agrees to purchase and place into service the type and  
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto  
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution  
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said  
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,  
11 and other incidentals necessary to perform and complete, per schedule, in a  
12 professional manner, the requirements described herein. Participant agrees and  
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not  
14 required by or to be used for compliance with any local, state, or federal rule or  
15 regulation, settlement agreement, mitigation agreement, memorandum of  
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate  
17 currently in effect. Participant waives all rights to any emission reduction credits that  
18 may accrue as a result of purchase of the specified vehicle(s).

19                   In the event of any conflict between or among the terms and conditions of  
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by  
21 giving precedence in the following order of priority:

- 22                                   1. To the text of this Agreement
- 23                                   2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25                   Participant shall purchase and place the new alternative fuel vehicle(s)  
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**  
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet  
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet  
2 all performance requirements under the Agreement. Such request is subject to review  
3 and approval by the District. Participant agrees to amend the Agreement as necessary,  
4 if requested by the District, to ensure the project is completed within the timetable  
5 approved by the District.

6           A.     **Agreement Period:** The Participant shall own and operate the new  
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of  
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)  
9 is/are first placed into service.

10 **3.     COMPENSATION**

11           The total obligation of the District under this Agreement shall not exceed  
12 **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new  
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per  
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15           Participant shall obtain through other sources sufficient additional monies  
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from  
17 other sources for the total cost of the vehicle(s) is not received by Participant, District  
18 reserves the right to terminate or re-negotiate this Agreement.

19           A.     **Payments:** Advance payments shall not be permitted. The District  
20 shall issue payment to Participant upon receipt of a properly supported and verified  
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative  
22 Fuel Vehicle Purchase Component payment procedures document. The payment  
23 procedures document shall be provided to Participant by the District. Payment is for  
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and  
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described  
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant  
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase  
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

1 The District also reserves the right to reduce the funding if the Participant receives or  
2 will receive co-funding from a third party that, in addition to the District's funding,  
3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under  
4 this Agreement. Participant is required to disclose all such information to the District  
5 prior to the execution date of this Agreement. The Participant will not be reimbursed by  
6 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has  
7 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution  
8 date of this Agreement.

9 Concurrently with the submission of any claim for payment, Participant  
10 shall certify (through copies of invoices issued, checks, receipts, and the like) that  
11 complete payment has been made or invoiced. Participant understands that any  
12 payment received from the District to fund the vehicle(s) in this Agreement may be  
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax  
14 liability on the funds provided by the District shall be the sole responsibility of the  
15 Participant.

16 B. **Surplus Funds:** Any compensation, which is not expended by  
17 Participant pursuant to the terms and conditions of this Agreement by the project  
18 completion date, shall automatically revert to District. Only expenditures incurred by  
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 **4. NON-ALLOCATION OF FUNDS**

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

25 **5. ANNUAL REPORTING**

26 Participant shall submit annual reports on the vehicle(s) that include the  
27 following information:

- 28 1. Participant contact information;



1 to the District;

2 In no event shall any payment by District constitute a waiver by District of  
3 any breach of this Agreement or any default, which may then exist on the part of  
4 Participant. Neither shall such payment impair or prejudice any remedy available to the  
5 District with respect to the breach or default. District shall have the right to demand of  
6 Participant the repayment to the District of any funds disbursed to Participant under this  
7 Agreement which in the judgment of District were not expended in accordance with the  
8 terms of this Agreement. Participant shall promptly refund any such funds upon  
9 demand.

10 In addition to immediate suspension or termination, District may impose  
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.  
12 The District may prohibit Participant from participating in all other District and State grant  
13 programs in the future.

14 **B. Without Cause:** Either party may terminate this Agreement at any  
15 time upon giving the other party at least thirty (30) days' advance written notice of  
16 intention to terminate. The District shall have the right to demand prompt repayment of  
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if  
18 the Participant does not meet all obligations under this Agreement upon such  
19 termination.

20 **7. MODIFICATION**

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

23 **8. INDEPENDENT CONTRACTOR**

24 In performance of the work, duties, and obligations assumed by  
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is  
26 mutually understood and agreed that Contractor, including any and all of Contractor's  
27 officers, agents, and employees, will at all times be acting and performing as an  
28 independent contractor and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venture, partner, or associate of District or ARB.  
2 Furthermore, District shall have no right to control or supervise or direct the manner or  
3 method by which Contractor shall perform its work and function. However, District shall  
4 retain the right to administer this Agreement so as to verify that Contractor is performing  
5 its obligations in accordance to the terms and conditions thereof. Contractor and District  
6 shall comply with all applicable provisions of law and the rules and regulations, if any,  
7 of governmental authorities having jurisdiction over matters the subject thereof.

8           Because of its status as an independent contractor, Contractor shall have  
9 absolutely no right to employment rights and benefits available to District employees.  
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself  
11 all legally required employee benefits. In addition, Contractor shall be solely responsible  
12 and save District harmless from all matters relating to payment of Contractor's  
13 employees, including compliance with social security, withholding, and all other  
14 regulations governing such matters. It is acknowledged that during the term of this  
15 Agreement, Contractor may be providing services to others unrelated to District or to  
16 this Agreement.

17 **9. NON-ASSIGNMENT**

18           Participant may not assign, sell, transfer, license, or subcontract any rights  
19 or obligations to a third party within or outside of the District's boundaries without the  
20 express prior consent of the District for the duration of the Agreement Period specified  
21 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or  
22 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner  
23 vehicle(s) prior to the end of the Agreement Period, the Participant must request and  
24 receive written consent from the District prior to selling or transferring ownership of the  
25 vehicle(s) or any portion thereof.

26           Prior to completing the transaction, the Participant understands that it is  
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions  
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the  
2 transfer of the Agreement provisions and terms. The Participant shall provide the  
3 prospective new owner with valid contact information for the District so the new owner  
4 can assume legal responsibility under the original Agreement or enter into a new  
5 Agreement with the District, for the remainder of the Agreement Period. Participant  
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions  
7 of this Agreement unless the new owner has assumed responsibility through an  
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's  
11 request, defend the District, its boards, committees, representatives, officers, agents,  
12 and employees from and against any and all costs and expenses (including reasonable  
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in  
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and  
15 property damage) which arise or are alleged to arise directly or indirectly from any act  
16 or omission of Participant, its officers, agents, sub participants, or employees in their  
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining  
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of  
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel  
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in  
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage  
24 must be sufficient to repay the District's investment in case major damage to the new  
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current  
26 insurance for each vehicle purchased under this Agreement is required to be submitted  
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily  
2 or permanently inoperable, the Participant must immediately inform the District of such  
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date  
4 of the occurrence at the Participant's expense and to the standards which meet all  
5 program requirements for the remainder of the Participant's obligation under this  
6 Agreement.

7           If the Participant repairs a vehicle rendered temporarily inoperable, said  
8 repairs shall include any and all repairs necessary to restore the vehicle and any  
9 optional equipment purchased under this Agreement to a reasonable condition. If the  
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall  
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility  
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.  
13 As the replacement of a vehicle may require an amendment to the existing Agreement,  
14 the Participant must receive prior authorization from the District in advance of any  
15 purchases, and must provide any and all replacement vehicle information to the District.

16           In the event the Participant does not repair or replace vehicle(s) that  
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the  
18 District may undertake actions pursuant to this Agreement, including recouping a  
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21           Participant shall maintain records sufficient to provide, on an annual basis,  
22 information regarding annual mileage, fuel usage, invoices, general maintenance  
23 details, correspondence associated with the application, award, agreement, monitoring,  
24 enforcement, and reporting requirements and any other available information that may  
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the  
26 equipment project term or three (3) years after final payment, whichever is later.  
27 Records shall be readily available and accessible to the District, or District designated  
28 representative, upon request for the purposes of ongoing evaluations or auditing.

1 **13. NOTICES**

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

4 <b>PARTICIPANT</b>	<b>DISTRICT</b>
5 6 <b>Stephen Presant</b> 7 <b>Chariperson</b> 8 <b>900 E Kern Ave</b> 9 <b>Tulare, CA 93274</b>	10 11 <b>Samir Sheikh</b> 12 <b>Executive Director/APCO</b> 13 <b>1990 East Gettysburg Ave.</b> 14 <b>Fresno, CA 93726</b>

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

20 **14. AUDITS AND INSPECTIONS**

21 In addition to enforcement by the District or designated representative(s)  
22 of the District, the District reserves the right to perform audits of vehicle(s) and  
23 documentation and enforce the terms of this Agreement at any time during the  
24 Agreement term.

25 If, after audit, the District makes a determination that funds provided to the  
26 Participant pursuant to this Agreement were not spent in conformance with this  
27 Agreement or any other applicable provisions of law, the Participant agrees to  
28 immediately reimburse District all funds determined to have been expended not in  
conformance with said provisions.

**15. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

1 **16. LOBBYING PROHIBITED**

2 None of the funds provided under this Agreement shall be used for  
3 publicity, lobbying, or propaganda purposes designed to support or defeat legislation  
4 before the Congress of the United States of America or the Legislature of the State of  
5 California.

6 **17. CONFLICT OF INTEREST**

7 No officer, employee, or agent of District who exercises any function or  
8 responsibility for planning and carrying out the services provided under this Agreement  
9 shall have any direct or indirect personal financial interest in this Agreement. Participant  
10 shall comply with all federal and state conflict of interest laws, statutes, and regulations,  
11 which shall be applicable to all parties and beneficiaries under this Agreement and any  
12 officer, agent, or employee of District.

13 **18. GOVERNING LAW**

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

17 **19. COMPLIANCE WITH LAWS**

18 The Participant shall comply will all federal and state laws, statutes,  
19 regulations, rules, and guidelines which apply to its performance under this Agreement,  
20 including California driving eligibility and financial liability laws.

21 **20. BINDING ON SUCCESSORS**

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

25 **21. TIME IS OF THE ESSENCE**

26 It is understood that for Participant's performance under this Agreement,  
27 time is of the essence. The parties reasonably anticipate that Participant will, to the  
28 reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused  
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4           Upon termination or expiration of this Agreement, all data which is  
5 received, collected, produced, or developed by Participant under this Agreement shall  
6 become the exclusive property of District, provided, however, Participant shall be  
7 allowed to retain a copy of any non-confidential data received, collected, produced, or  
8 developed by Participant under this Agreement subject to District's exclusive ownership  
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all  
10 such data which is in its possession (including its sub participants or agents), without  
11 any reservation of right or title, not otherwise enumerated herein.

12           District shall have the right at reasonable times during the term of this  
13 Agreement to inspect and reproduce any data received, collected, produced, or  
14 developed by Participant under this Agreement. No reports, professional papers,  
15 information, inventions, improvements, discoveries, or data obtained, prepared,  
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released  
17 or made available (except to District) without prior, express written approval of District  
18 while this Agreement is in force, and except as otherwise required under the California  
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

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

25 **24. SEVERABILITY**

26           In the event that any one or more of the provisions contained in this  
27 Agreement shall for any reason be held to be unenforceable in any respect by a court  
28 of competent jurisdiction, such holding shall not affect any other provisions of this

1 Agreement, and the Agreement shall then be construed as if such unenforceable  
2 provisions are not a part hereof.

3 **25. ENTIRE AGREEMENT**

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

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

**PARTICIPANT**

**DISTRICT**

**Tulare Public Cemetery District**

**San Joaquin Valley Air Pollution Control District**

DocuSigned by:  
*Stephen Present*  
13D1387374FF4C7...  
\_\_\_\_\_  
Stephen Present

DocuSigned by:  
*Sheraz Gill for*  
E8F920DCDF8F4EF...  
\_\_\_\_\_  
Samir Sheikh  
Executive Director/APCO

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

DocuSigned by:  
*Annette Ballatore*  
E4F9634874C641D...  
\_\_\_\_\_  
Annette A. Ballatore  
District Counsel

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

DocuSigned by:  
*Mehri Barati*  
8DD2AA7EDCC4424...  
\_\_\_\_\_  
Mehri Barati, C.P.A.  
Director of Administrative Services

**For accounting use only:**  
Program: 282  
Account No.: \_\_\_\_\_

**Tulare Public Cemetery District**

**SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT**

**Public Benefit Grants Program**

**New Alternative Fuel Vehicle Purchase Component**

Application Number: G-96526

Vehicle Make: ZeroNox

Vehicle Model: EC4

Vehicle Model Year: 2021

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$20,000.00



To Whom It May Concern:

Thank you for your participation in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your agreement with the SJVAPCD is now executed.

The following documents are enclosed:

1. A copy of your executed agreement
2. Public Benefit Grant Program, New Alternative Fuel Vehicle Purchase Component Payment Procedures

Please keep the copy of your executed agreement for your records as it contains important information regarding the project implementation life, required reporting and record keeping, and other important agreement obligations. The Payment Procedures document contains the necessary form and instructions for successful completion of a Claim for Payment Packet to be reimbursed. Please review the Payment Procedures document in its entirety for instructions on reimbursement.

If you have any questions, please call (559) 230-5800 or email [grants@valleyair.org](mailto:grants@valleyair.org) and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Contract Number.

Sincerely,

Heavy-Duty Program Staff  
Incentive Programs

Enclosures (2)

**Samir Sheikh**  
Executive Director/Air Pollution Control Officer

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**Northern Region**  
4800 Enterprise Way  
Modesto, CA 95356-8718  
Tel: (209) 557-6400 FAX: (209) 557-6475

**Central Region (Main Office)**  
1990 E. Gettysburg Avenue  
Fresno, CA 93726-0244  
Tel: (559) 230-6000 FAX: (559) 230-6061

**Southern Region**  
34946 Flyover Court  
Bakersfield, CA 93308-9725  
Tel: (661) 392-5500 FAX: (661) 392-5585



# NOTICE



**“Bill To” Names on all Invoices  
Must Match “Participant” Name  
on Contract**

**Claim for Payment Form Must  
be Signed by Contract Signing  
Authority**

The District will be unable to process the claim if the above requirements are not met



## PUBLIC BENEFIT GRANTS PROGRAM New Alternative Fuel Vehicle Purchase Component Payment Procedures

This document is designed to provide participants in the Public Benefit Grants Program New Alternative Fuel Vehicle Purchase Component with the required instructions and guidance for the successful completion of a Claim for Payment Packet for their project. **The participant is required to submit all final claims no later than nine (9) months from the execution date of its agreement with the San Joaquin Valley Air Pollution Control District (SJVAPCD), in accordance with the TIMETABLE/PERIOD OF PERFORMANCE milestones set forth in Paragraph 2 of the Funding Agreement.**

Claim for Payment Packets must be received during this timeframe to be eligible for reimbursement.

In order to be reimbursed, participant must submit a complete Claim for Payment Packet. As specified in the participant's agreement, the participant will not be reimbursed for the purchase of the new vehicle(s) if the participant purchased, took possession, or ordered the new vehicle(s) prior to the execution date of the participant's agreement with the SJVAPCD. As a matter of policy, the SJVAPCD does not provide advance payments to participants or third parties. Payment is for reimbursement to the participant for the purchase of the specified vehicle(s) and funding shall only be allowed towards the purchase of the specific vehicle(s) described in participant's agreement with the SJVAPCD.

Approximately one year after incentive funds have been issued, the participant will receive an Internal Revenue Service (IRS) Form 1099. For information about the tax implications related to the received incentive funds, please consult your tax advisor as the SJVAPCD does not provide tax advice.

SJVAPCD staff is available to answer questions and to provide assistance to participants regarding the reimbursement process. It is advisable that you read the entire Payment Procedures document and your executed agreement in order to fully understand the grant requirements. All questions regarding the reimbursement process should be directed to:

**Public Benefit Grants Staff**

E-mail: [grants@valleyair.org](mailto:grants@valleyair.org)

Telephone: (559) 230-5800

Fax: (559) 230-6112

San Joaquin Valley Air Pollution Control District  
Incentives Department  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244

## CLAIM FOR PAYMENT PACKET CHECKLIST

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When submitting a request for payment, submit a **complete** Claim for Payment Packet. An incomplete Claim for Payment Packet will lengthen the processing time and delay reimbursement of funding. A complete Claim for Payment Packet includes the following:

- Completed and **signed** SJVAPCD **Public Benefit Grant Program - Claim for Payment Form** (Page 4).
  - The same individual who signed the agreement with the SJVAPCD must also sign the Claim for Payment Form.
- Dated and itemized vendor/dealer **Invoice(s)** for the cost of the new alternative fueled vehicle(s). The invoice(s) should clearly identify, at a minimum, the following information:
  - The participant/organization name and address.
  - The new vehicle vendor/dealer name and address.
  - The make, model, and if applicable, the Gross Vehicle Weight Rating (GVWR) of the new vehicle.
  - Detailed breakdown of all invoiced costs; including the new vehicle, additional options, sales tax (with percentage rate indicated), and license fees. Additional options should be in a line item format on the invoice.
- Photographs** of the new vehicle(s).
  - Photographs should be clear and legible.
  - At a minimum, for each new vehicle, photographs of the following must be submitted: a view of the entire new vehicle, a close-up of the VIN or Serial number, and if applicable, a close-up of the GVWR.
    - If claiming multiple vehicles, please clearly label the pictures with the last four digits of the Vehicle Identification Number (VIN).
    - If claiming a vehicle that has an Alternative Fuel conversion, a close up photograph must be submitted for the Vehicle Emission Control Information (VECI) / Engine Label identifying the engine and evaporative family.
- Copy of **Certificate of Insurance or Proof of Insurance** for the new vehicle(s).
  - The insurance documentation must identify, at a minimum, a current policy period, the policy number, and the name of the participant/organization.
  - The insurance documentation must identify the types of coverage which must meet the minimum requirements specified in the participant's agreement with the SJVAPCD.

Please submit the completed Claim for Payment Packet to **Public Benefit Grants Staff** via e-mail, mail, or hand-delivery at:

E-mail: [grants@valleyair.org](mailto:grants@valleyair.org)

San Joaquin Valley Air Pollution Control District  
Incentives Department  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244

**Please retain a full copy of the completed  
Claim for Payment Packet for your own records.**

## STEP-BY-STEP CLAIM FOR PAYMENT FORM GUIDANCE

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This section outlines the information required for each field of the Public Benefit Grants Program - Claim for Payment Form (Page 4). ***The contract signing authority must sign and date the Form.*** Please individually list each new vehicle that you have purchased under the agreement on the Claim for Payment Form for which you are seeking reimbursement. For additional space, please make a copy of the Claim for Payment Form or obtain an additional copy of the Form by contacting program staff at (559) 230-5800. If you need additional assistance, please contact the Incentives Department and a staff member will assist you.

### ❖ Project Number

The number the SJVAPCD assigned to your project; this information can be found in your agreement.

### ❖ Payee/Grantee

The organization, company, or proprietor's legal name that entered into agreement with the SJVAPCD. This information was entered into Section 1 of the Application and must be **identical** to the information on the Form W-9.

### ❖ Address, City, State, and Zip

The mailing address used by the participant/organization, including the city, state, and zip code. Reimbursement checks from the SJVAPCD will be mailed to the address provided here.

### ❖ Check Box

Check the classification of the organization that is listed under payee.

### ❖ Federal Tax I.D. #

The Taxpayer Identification Number (TIN), entered in Section 1 of the Application, in the form of an employer identification number. **The participant/organization name and TIN will be used to report incentive funding to the IRS.**

### ❖ Telephone and Fax #

The main telephone and fax number, including area code, for the primary contact.

### ❖ Date of Invoice

Document the **date on the invoice** for the purchase of the new vehicle(s).

### ❖ New Vehicle Make and Model

Provide the make and model of the new vehicle. List each new vehicle on a separate line.

### ❖ VIN or Vehicle Serial Number

Provide the Vehicle Identification Number (VIN) or serial number of the new vehicle.

### ❖ Amount Paid

Document the total amount paid for the new vehicle as it appears on the invoice. If there is more than one invoice for the cost of the new vehicle, document the sum of all the invoices in the field.

### ❖ Grant Amount

Please do not enter any information in this field. SJVAPCD staff will complete this field.



Agreement No. **G-96527-A1**

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT**  
**PUBLIC BENEFIT GRANTS PROGRAM**  
**FUNDING AGREEMENT**  
**(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this 25th day of January, 2021, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **Tulare Public Cemetery District** (Participant).

**WITNESSETH:**

**WHEREAS**, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

**WHEREAS**, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

**WHEREAS**, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

**WHEREAS**, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

**WHEREAS**, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

**WHEREAS**, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and



1                   **WHEREAS**, Participant represents that it is willing and able to perform the  
2 activities set forth herein.

3                   **NOW, THEREFORE**, based on their mutual promises, covenants, and  
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6                   The Participant agrees to purchase and place into service the type and  
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto  
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution  
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said  
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,  
11 and other incidentals necessary to perform and complete, per schedule, in a  
12 professional manner, the requirements described herein. Participant agrees and  
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not  
14 required by or to be used for compliance with any local, state, or federal rule or  
15 regulation, settlement agreement, mitigation agreement, memorandum of  
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate  
17 currently in effect. Participant waives all rights to any emission reduction credits that  
18 may accrue as a result of purchase of the specified vehicle(s).

19                   In the event of any conflict between or among the terms and conditions of  
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by  
21 giving precedence in the following order of priority:

- 22                                   1. To the text of this Agreement
- 23                                   2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25                   Participant shall purchase and place the new alternative fuel vehicle(s)  
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**  
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet  
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet  
2 all performance requirements under the Agreement. Such request is subject to review  
3 and approval by the District. Participant agrees to amend the Agreement as necessary,  
4 if requested by the District, to ensure the project is completed within the timetable  
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new  
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of  
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)  
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed  
12 **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new  
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per  
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15 Participant shall obtain through other sources sufficient additional monies  
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from  
17 other sources for the total cost of the vehicle(s) is not received by Participant, District  
18 reserves the right to terminate or re-negotiate this Agreement.

19 A. **Payments:** Advance payments shall not be permitted. The District  
20 shall issue payment to Participant upon receipt of a properly supported and verified  
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative  
22 Fuel Vehicle Purchase Component payment procedures document. The payment  
23 procedures document shall be provided to Participant by the District. Payment is for  
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and  
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described  
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant  
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase  
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

1 The District also reserves the right to reduce the funding if the Participant receives or  
2 will receive co-funding from a third party that, in addition to the District's funding,  
3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under  
4 this Agreement. Participant is required to disclose all such information to the District  
5 prior to the execution date of this Agreement. The Participant will not be reimbursed by  
6 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has  
7 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution  
8 date of this Agreement.

9 Concurrently with the submission of any claim for payment, Participant  
10 shall certify (through copies of invoices issued, checks, receipts, and the like) that  
11 complete payment has been made or invoiced. Participant understands that any  
12 payment received from the District to fund the vehicle(s) in this Agreement may be  
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax  
14 liability on the funds provided by the District shall be the sole responsibility of the  
15 Participant.

16 B. **Surplus Funds:** Any compensation, which is not expended by  
17 Participant pursuant to the terms and conditions of this Agreement by the project  
18 completion date, shall automatically revert to District. Only expenditures incurred by  
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 **4. NON-ALLOCATION OF FUNDS**

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

25 **5. ANNUAL REPORTING**

26 Participant shall submit annual reports on the vehicle(s) that include the  
27 following information:

- 28 1. Participant contact information;



1 to the District;

2 In no event shall any payment by District constitute a waiver by District of  
3 any breach of this Agreement or any default, which may then exist on the part of  
4 Participant. Neither shall such payment impair or prejudice any remedy available to the  
5 District with respect to the breach or default. District shall have the right to demand of  
6 Participant the repayment to the District of any funds disbursed to Participant under this  
7 Agreement which in the judgment of District were not expended in accordance with the  
8 terms of this Agreement. Participant shall promptly refund any such funds upon  
9 demand.

10 In addition to immediate suspension or termination, District may impose  
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.  
12 The District may prohibit Participant from participating in all other District and State grant  
13 programs in the future.

14 **B. Without Cause:** Either party may terminate this Agreement at any  
15 time upon giving the other party at least thirty (30) days' advance written notice of  
16 intention to terminate. The District shall have the right to demand prompt repayment of  
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if  
18 the Participant does not meet all obligations under this Agreement upon such  
19 termination.

20 **7. MODIFICATION**

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

23 **8. INDEPENDENT CONTRACTOR**

24 In performance of the work, duties, and obligations assumed by  
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is  
26 mutually understood and agreed that Contractor, including any and all of Contractor's  
27 officers, agents, and employees, will at all times be acting and performing as an  
28 independent contractor and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venture, partner, or associate of District or ARB.  
2 Furthermore, District shall have no right to control or supervise or direct the manner or  
3 method by which Contractor shall perform its work and function. However, District shall  
4 retain the right to administer this Agreement so as to verify that Contractor is performing  
5 its obligations in accordance to the terms and conditions thereof. Contractor and District  
6 shall comply with all applicable provisions of law and the rules and regulations, if any,  
7 of governmental authorities having jurisdiction over matters the subject thereof.

8           Because of its status as an independent contractor, Contractor shall have  
9 absolutely no right to employment rights and benefits available to District employees.  
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself  
11 all legally required employee benefits. In addition, Contractor shall be solely responsible  
12 and save District harmless from all matters relating to payment of Contractor's  
13 employees, including compliance with social security, withholding, and all other  
14 regulations governing such matters. It is acknowledged that during the term of this  
15 Agreement, Contractor may be providing services to others unrelated to District or to  
16 this Agreement.

17 **9. NON-ASSIGNMENT**

18           Participant may not assign, sell, transfer, license, or subcontract any rights  
19 or obligations to a third party within or outside of the District's boundaries without the  
20 express prior consent of the District for the duration of the Agreement Period specified  
21 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or  
22 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner  
23 vehicle(s) prior to the end of the Agreement Period, the Participant must request and  
24 receive written consent from the District prior to selling or transferring ownership of the  
25 vehicle(s) or any portion thereof.

26           Prior to completing the transaction, the Participant understands that it is  
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions  
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the  
2 transfer of the Agreement provisions and terms. The Participant shall provide the  
3 prospective new owner with valid contact information for the District so the new owner  
4 can assume legal responsibility under the original Agreement or enter into a new  
5 Agreement with the District, for the remainder of the Agreement Period. Participant  
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions  
7 of this Agreement unless the new owner has assumed responsibility through an  
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's  
11 request, defend the District, its boards, committees, representatives, officers, agents,  
12 and employees from and against any and all costs and expenses (including reasonable  
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in  
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and  
15 property damage) which arise or are alleged to arise directly or indirectly from any act  
16 or omission of Participant, its officers, agents, sub participants, or employees in their  
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining  
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of  
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel  
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in  
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage  
24 must be sufficient to repay the District's investment in case major damage to the new  
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current  
26 insurance for each vehicle purchased under this Agreement is required to be submitted  
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily  
2 or permanently inoperable, the Participant must immediately inform the District of such  
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date  
4 of the occurrence at the Participant's expense and to the standards which meet all  
5 program requirements for the remainder of the Participant's obligation under this  
6 Agreement.

7           If the Participant repairs a vehicle rendered temporarily inoperable, said  
8 repairs shall include any and all repairs necessary to restore the vehicle and any  
9 optional equipment purchased under this Agreement to a reasonable condition. If the  
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall  
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility  
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.  
13 As the replacement of a vehicle may require an amendment to the existing Agreement,  
14 the Participant must receive prior authorization from the District in advance of any  
15 purchases, and must provide any and all replacement vehicle information to the District.

16           In the event the Participant does not repair or replace vehicle(s) that  
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the  
18 District may undertake actions pursuant to this Agreement, including recouping a  
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21           Participant shall maintain records sufficient to provide, on an annual basis,  
22 information regarding annual mileage, fuel usage, invoices, general maintenance  
23 details, correspondence associated with the application, award, agreement, monitoring,  
24 enforcement, and reporting requirements and any other available information that may  
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the  
26 equipment project term or three (3) years after final payment, whichever is later.  
27 Records shall be readily available and accessible to the District, or District designated  
28 representative, upon request for the purposes of ongoing evaluations or auditing.

1 **13. NOTICES**

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

4 **PARTICIPANT**

**DISTRICT**

5  
6 **Stephen Presant**  
7 **Chariperson**  
8 **900 E Kern Ave**  
9 **Tulare, CA 93274**

**Samir Sheikh**  
**Executive Director/APCO**  
**1990 East Gettysburg Ave.**  
**Fresno, CA 93726**

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

14 **14. AUDITS AND INSPECTIONS**

15 In addition to enforcement by the District or designated representative(s)  
16 of the District, the District reserves the right to perform audits of vehicle(s) and  
17 documentation and enforce the terms of this Agreement at any time during the  
18 Agreement term.

19 If, after audit, the District makes a determination that funds provided to the  
20 Participant pursuant to this Agreement were not spent in conformance with this  
21 Agreement or any other applicable provisions of law, the Participant agrees to  
22 immediately reimburse District all funds determined to have been expended not in  
23 conformance with said provisions.

24 **15. POLITICAL ACTIVITY PROHIBITED**

25 None of the funds, materials, property, or services provided under this  
26 Agreement shall be used for any political activity, or to further the election or defeat of  
27 any candidate for public office contrary to federal or state laws, statutes, regulations,  
28 rules, or guidelines.

1 **16. LOBBYING PROHIBITED**

2 None of the funds provided under this Agreement shall be used for  
3 publicity, lobbying, or propaganda purposes designed to support or defeat legislation  
4 before the Congress of the United States of America or the Legislature of the State of  
5 California.

6 **17. CONFLICT OF INTEREST**

7 No officer, employee, or agent of District who exercises any function or  
8 responsibility for planning and carrying out the services provided under this Agreement  
9 shall have any direct or indirect personal financial interest in this Agreement. Participant  
10 shall comply with all federal and state conflict of interest laws, statutes, and regulations,  
11 which shall be applicable to all parties and beneficiaries under this Agreement and any  
12 officer, agent, or employee of District.

13 **18. GOVERNING LAW**

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

17 **19. COMPLIANCE WITH LAWS**

18 The Participant shall comply will all federal and state laws, statutes,  
19 regulations, rules, and guidelines which apply to its performance under this Agreement,  
20 including California driving eligibility and financial liability laws.

21 **20. BINDING ON SUCCESSORS**

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

25 **21. TIME IS OF THE ESSENCE**

26 It is understood that for Participant's performance under this Agreement,  
27 time is of the essence. The parties reasonably anticipate that Participant will, to the  
28 reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused  
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4           Upon termination or expiration of this Agreement, all data which is  
5 received, collected, produced, or developed by Participant under this Agreement shall  
6 become the exclusive property of District, provided, however, Participant shall be  
7 allowed to retain a copy of any non-confidential data received, collected, produced, or  
8 developed by Participant under this Agreement subject to District's exclusive ownership  
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all  
10 such data which is in its possession (including its sub participants or agents), without  
11 any reservation of right or title, not otherwise enumerated herein.

12           District shall have the right at reasonable times during the term of this  
13 Agreement to inspect and reproduce any data received, collected, produced, or  
14 developed by Participant under this Agreement. No reports, professional papers,  
15 information, inventions, improvements, discoveries, or data obtained, prepared,  
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released  
17 or made available (except to District) without prior, express written approval of District  
18 while this Agreement is in force, and except as otherwise required under the California  
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

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

25 **24. SEVERABILITY**

26           In the event that any one or more of the provisions contained in this  
27 Agreement shall for any reason be held to be unenforceable in any respect by a court  
28 of competent jurisdiction, such holding shall not affect any other provisions of this

1 Agreement, and the Agreement shall then be construed as if such unenforceable  
2 provisions are not a part hereof.

3 **25. ENTIRE AGREEMENT**

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

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

**PARTICIPANT**

**DISTRICT**

**Tulare Public Cemetery District**

**San Joaquin Valley Air Pollution Control District**

DocuSigned by:  
*Stephen Present*  
15D1367374FF4C7...  
Stephen Present

DocuSigned by:  
*Sheraz Gill for*  
EBF920DCDE8F4EF...  
Samir Sheikh  
Executive Director/APCO

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

DocuSigned by:  
*Annette Ballatore*  
E4F9634B74C541D...  
Annette A. Ballatore  
District Counsel

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

DocuSigned by:  
*Mehri Barati*  
6DD2AA7EDCC4431...  
Mehri Barati, C.P.A.  
Director of Administrative Services

**For accounting use only:**  
Program: 282  
Account No.: \_\_\_\_\_

**Tulare Public Cemetery District**

**SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT**

**Public Benefit Grants Program**

**New Alternative Fuel Vehicle Purchase Component**

Application Number: G-96527

Vehicle Make: ZeroNox

Vehicle Model: Tuatara

Vehicle Model Year: 2021

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$20,000.00



To Whom It May Concern:

Thank you for your participation in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your agreement with the SJVAPCD is now executed.

The following documents are enclosed:

1. A copy of your executed agreement
2. Public Benefit Grant Program, New Alternative Fuel Vehicle Purchase Component Payment Procedures

Please keep the copy of your executed agreement for your records as it contains important information regarding the project implementation life, required reporting and record keeping, and other important agreement obligations. The Payment Procedures document contains the necessary form and instructions for successful completion of a Claim for Payment Packet to be reimbursed. Please review the Payment Procedures document in its entirety for instructions on reimbursement.

If you have any questions, please call (559) 230-5800 or email [grants@valleyair.org](mailto:grants@valleyair.org) and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Contract Number.

Sincerely,

Heavy-Duty Program Staff  
Incentive Programs

Enclosures (2)

**Samir Sheikh**  
Executive Director/Air Pollution Control Officer

---

**Northern Region**  
4800 Enterprise Way  
Modesto, CA 95356-8718  
Tel: (209) 557-6400 FAX: (209) 557-6475

**Central Region (Main Office)**  
1990 E. Gettysburg Avenue  
Fresno, CA 93726-0244  
Tel: (559) 230-6000 FAX: (559) 230-6061

**Southern Region**  
34946 Flyover Court  
Bakersfield, CA 93308-9725  
Tel: (661) 392-5500 FAX: (661) 392-5585



# NOTICE



**“Bill To” Names on all Invoices  
Must Match “Participant” Name  
on Contract**

**Claim for Payment Form Must  
be Signed by Contract Signing  
Authority**

The District will be unable to process the claim if the above requirements are not met



# San Joaquin Valley

## AIR POLLUTION CONTROL DISTRICT

### **PUBLIC BENEFIT GRANTS PROGRAM New Alternative Fuel Vehicle Purchase Component Payment Procedures**

This document is designed to provide participants in the Public Benefit Grants Program New Alternative Fuel Vehicle Purchase Component with the required instructions and guidance for the successful completion of a Claim for Payment Packet for their project. **The participant is required to submit all final claims no later than nine (9) months from the execution date of its agreement with the San Joaquin Valley Air Pollution Control District (SJVAPCD), in accordance with the TIMETABLE/PERIOD OF PERFORMANCE milestones set forth in Paragraph 2 of the Funding Agreement.**

Claim for Payment Packets must be received during this timeframe to be eligible for reimbursement.

In order to be reimbursed, participant must submit a complete Claim for Payment Packet. As specified in the participant's agreement, the participant will not be reimbursed for the purchase of the new vehicle(s) if the participant purchased, took possession, or ordered the new vehicle(s) prior to the execution date of the participant's agreement with the SJVAPCD. As a matter of policy, the SJVAPCD does not provide advance payments to participants or third parties. Payment is for reimbursement to the participant for the purchase of the specified vehicle(s) and funding shall only be allowed towards the purchase of the specific vehicle(s) described in participant's agreement with the SJVAPCD.

Approximately one year after incentive funds have been issued, the participant will receive an Internal Revenue Service (IRS) Form 1099. For information about the tax implications related to the received incentive funds, please consult your tax advisor as the SJVAPCD does not provide tax advice.

SJVAPCD staff is available to answer questions and to provide assistance to participants regarding the reimbursement process. It is advisable that you read the entire Payment Procedures document and your executed agreement in order to fully understand the grant requirements. All questions regarding the reimbursement process should be directed to:

#### **Public Benefit Grants Staff**

E-mail: [grants@valleyair.org](mailto:grants@valleyair.org)

Telephone: (559) 230-5800

Fax: (559) 230-6112

San Joaquin Valley Air Pollution Control District  
Incentives Department  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244

## CLAIM FOR PAYMENT PACKET CHECKLIST

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When submitting a request for payment, submit a **complete** Claim for Payment Packet. An incomplete Claim for Payment Packet will lengthen the processing time and delay reimbursement of funding. A complete Claim for Payment Packet includes the following:

- Completed and **signed** SJVAPCD **Public Benefit Grant Program - Claim for Payment Form** (Page 4).
  - The same individual who signed the agreement with the SJVAPCD must also sign the Claim for Payment Form.
- Dated and itemized vendor/dealer **Invoice(s)** for the cost of the new alternative fueled vehicle(s). The invoice(s) should clearly identify, at a minimum, the following information:
  - The participant/organization name and address.
  - The new vehicle vendor/dealer name and address.
  - The make, model, and if applicable, the Gross Vehicle Weight Rating (GVWR) of the new vehicle.
  - Detailed breakdown of all invoiced costs; including the new vehicle, additional options, sales tax (with percentage rate indicated), and license fees. Additional options should be in a line item format on the invoice.
- Photographs** of the new vehicle(s).
  - Photographs should be clear and legible.
  - At a minimum, for each new vehicle, photographs of the following must be submitted: a view of the entire new vehicle, a close-up of the VIN or Serial number, and if applicable, a close-up of the GVWR.
    - If claiming multiple vehicles, please clearly label the pictures with the last four digits of the Vehicle Identification Number (VIN).
    - If claiming a vehicle that has an Alternative Fuel conversion, a close up photograph must be submitted for the Vehicle Emission Control Information (VECI) / Engine Label identifying the engine and evaporative family.
- Copy of **Certificate of Insurance or Proof of Insurance** for the new vehicle(s).
  - The insurance documentation must identify, at a minimum, a current policy period, the policy number, and the name of the participant/organization.
  - The insurance documentation must identify the types of coverage which must meet the minimum requirements specified in the participant's agreement with the SJVAPCD.

Please submit the completed Claim for Payment Packet to **Public Benefit Grants Staff** via e-mail, mail, or hand-delivery at:

E-mail: [grants@valleyair.org](mailto:grants@valleyair.org)

San Joaquin Valley Air Pollution Control District  
Incentives Department  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244

**Please retain a full copy of the completed  
Claim for Payment Packet for your own records.**

## STEP-BY-STEP CLAIM FOR PAYMENT FORM GUIDANCE

---

This section outlines the information required for each field of the Public Benefit Grants Program - Claim for Payment Form (Page 4). **The contract signing authority must sign and date the Form.** Please individually list each new vehicle that you have purchased under the agreement on the Claim for Payment Form for which you are seeking reimbursement. For additional space, please make a copy of the Claim for Payment Form or obtain an additional copy of the Form by contacting program staff at (559) 230-5800. If you need additional assistance, please contact the Incentives Department and a staff member will assist you.

### ❖ Project Number

The number the SJVAPCD assigned to your project; this information can be found in your agreement.

### ❖ Payee/Grantee

The organization, company, or proprietor's legal name that entered into agreement with the SJVAPCD. This information was entered into Section 1 of the Application and must be **identical** to the information on the Form W-9.

### ❖ Address, City, State, and Zip

The mailing address used by the participant/organization, including the city, state, and zip code. Reimbursement checks from the SJVAPCD will be mailed to the address provided here.

### ❖ Check Box

Check the classification of the organization that is listed under payee.

### ❖ Federal Tax I.D. #

The Taxpayer Identification Number (TIN), entered in Section 1 of the Application, in the form of an employer identification number. **The participant/organization name and TIN will be used to report incentive funding to the IRS.**

### ❖ Telephone and Fax #

The main telephone and fax number, including area code, for the primary contact.

### ❖ Date of Invoice

Document the **date on the invoice** for the purchase of the new vehicle(s).

### ❖ New Vehicle Make and Model

Provide the make and model of the new vehicle. List each new vehicle on a separate line.

### ❖ VIN or Vehicle Serial Number

Provide the Vehicle Identification Number (VIN) or serial number of the new vehicle.

### ❖ Amount Paid

Document the total amount paid for the new vehicle as it appears on the invoice. If there is more than one invoice for the cost of the new vehicle, document the sum of all the invoices in the field.

### ❖ Grant Amount

Please do not enter any information in this field. SJVAPCD staff will complete this field.



## Certificate Of Completion

Envelope Id: 19C8551755C344C4983BF48958CB3094	Status: Completed
Subject: PB: G-102643-A1 Tulare Public Cemetery District.pdf	
Source Envelope:	
Document Pages: 21	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Valley Air District
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1990 E GETTYSBURG AVE
	FRESNO, CA 93726
	contracts@valleyair.org
	IP Address: 207.177.131.202

## Record Tracking

Status: Original	Holder: Valley Air District	Location: DocuSign
1/11/2021 1:39:35 PM	contracts@valleyair.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: SJVAPCD	Location: DocuSign

## Signer Events

Stephen Presant  
kppresant@comcast.net  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
15D1367374FF4C7...  
Signature Adoption: Pre-selected Style  
Using IP Address: 73.235.183.196

## Timestamp

Sent: 1/11/2021 1:42:06 PM  
Viewed: 1/11/2021 6:44:26 PM  
Signed: 1/14/2021 4:28:59 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/14/2021 4:28:39 PM  
ID: c8164d24-fa84-4849-8d33-8ebf122ed542

Annette Ballatore  
co-counsel@valleyair.org  
District Counsel  
SJVAPCD  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
E4F9634B74C541D...  
Signature Adoption: Pre-selected Style  
Using IP Address: 12.219.204.254

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Viewed: 1/14/2021 4:53:37 PM  
Signed: 1/14/2021 4:53:44 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jose Gonzalez  
finance-contracts@valleyair.org  
Accounting Technician  
San Joaquin Valley Air Pollution Control District  
Security Level: Email, Account Authentication (None)

**Completed**  
Using IP Address: 12.219.204.173

Sent: 1/14/2021 4:53:46 PM  
Viewed: 1/19/2021 10:49:11 AM  
Signed: 1/19/2021 10:51:09 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mehri Barati  
finance-signatures@valleyair.org  
Director of Administrative Services  
San Joaquin Valley Air Pollution Control District  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
6DD2AA7EDCC4431...  
Signature Adoption: Pre-selected Style  
Using IP Address: 12.219.204.254

Sent: 1/19/2021 10:51:12 AM  
Viewed: 1/22/2021 10:23:25 AM  
Signed: 1/22/2021 10:23:32 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Signer Events	Signature	Timestamp
<p>Sheraz Gill for apcocontracts@valleyair.org APCO San Joaquin Valley Air Pollution Control District Security Level: Email, Account Authentication (None)</p>	<p>DocuSigned by: <i>Sheraz Gill for</i> E8F920DCDF8F4EF...</p> <p>Signature Adoption: Pre-selected Style Using IP Address: 12.219.204.91</p>	<p>Sent: 1/22/2021 10:23:35 AM Viewed: 1/22/2021 5:02:57 PM Signed: 1/22/2021 5:03:10 PM</p>

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<p>Misa Velasco / Lupe Reyes contracts@valleyair.org Air Quality Technician San Joaquin Valley Air Pollution Control District Security Level: Email, Account Authentication (None)</p>	<p><b>Completed</b></p> <p>Using IP Address: 162.224.165.10</p>	<p>Sent: 1/22/2021 5:03:13 PM Viewed: 1/25/2021 7:29:41 AM Signed: 1/25/2021 7:30:40 AM</p>
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**Electronic Record and Signature Disclosure:**  
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In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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<p>Leonor Castaneda leonortcd@outlook.com Security Level: Email, Account Authentication (None)</p>	<p><b>COPIED</b></p>	<p>Sent: 1/11/2021 1:42:06 PM</p>
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	1/11/2021 1:42:06 PM
Certified Delivered	Security Checked	1/25/2021 7:29:41 AM
Signing Complete	Security Checked	1/25/2021 7:30:40 AM
Completed	Security Checked	1/25/2021 7:30:40 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **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**

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 SJVAPCD:**

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: [imtiazh.haq@valleyair.org](mailto:imtiazh.haq@valleyair.org)

### **To advise SJVAPCD 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 [imtiazh.haq@valleyair.org](mailto:imtiazh.haq@valleyair.org) 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 SJVAPCD**

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 [imtiazh.haq@valleyair.org](mailto:imtiazh.haq@valleyair.org) 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 SJVAPCD**

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 [imtiaz.haq@valleyair.org](mailto:imtiaz.haq@valleyair.org) 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 SJVAPCD 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 SJVAPCD during the course of your relationship with SJVAPCD.

Agreement No. **G-102643-A1**

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT**  
**PUBLIC BENEFIT GRANTS PROGRAM**  
**FUNDING AGREEMENT**  
**(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this 25th day of January, 2021, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **Tulare Public Cemetery District** (Participant).

**WITNESSETH:**

**WHEREAS**, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

**WHEREAS**, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

**WHEREAS**, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

**WHEREAS**, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

**WHEREAS**, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

**WHEREAS**, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and



1                   **WHEREAS**, Participant represents that it is willing and able to perform the  
2 activities set forth herein.

3                   **NOW, THEREFORE**, based on their mutual promises, covenants, and  
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6                   The Participant agrees to purchase and place into service the type and  
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto  
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution  
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said  
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,  
11 and other incidentals necessary to perform and complete, per schedule, in a  
12 professional manner, the requirements described herein. Participant agrees and  
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not  
14 required by or to be used for compliance with any local, state, or federal rule or  
15 regulation, settlement agreement, mitigation agreement, memorandum of  
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate  
17 currently in effect. Participant waives all rights to any emission reduction credits that  
18 may accrue as a result of purchase of the specified vehicle(s).

19                   In the event of any conflict between or among the terms and conditions of  
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by  
21 giving precedence in the following order of priority:

- 22                                   1. To the text of this Agreement
- 23                                   2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25                   Participant shall purchase and place the new alternative fuel vehicle(s)  
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**  
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet  
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet  
2 all performance requirements under the Agreement. Such request is subject to review  
3 and approval by the District. Participant agrees to amend the Agreement as necessary,  
4 if requested by the District, to ensure the project is completed within the timetable  
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new  
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of  
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)  
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed  
12 **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new  
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per  
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15 Participant shall obtain through other sources sufficient additional monies  
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from  
17 other sources for the total cost of the vehicle(s) is not received by Participant, District  
18 reserves the right to terminate or re-negotiate this Agreement.

19 A. **Payments:** Advance payments shall not be permitted. The District  
20 shall issue payment to Participant upon receipt of a properly supported and verified  
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative  
22 Fuel Vehicle Purchase Component payment procedures document. The payment  
23 procedures document shall be provided to Participant by the District. Payment is for  
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and  
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described  
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant  
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase  
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

1 The District also reserves the right to reduce the funding if the Participant receives or  
2 will receive co-funding from a third party that, in addition to the District's funding,  
3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under  
4 this Agreement. Participant is required to disclose all such information to the District  
5 prior to the execution date of this Agreement. The Participant will not be reimbursed by  
6 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has  
7 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution  
8 date of this Agreement.

9 Concurrently with the submission of any claim for payment, Participant  
10 shall certify (through copies of invoices issued, checks, receipts, and the like) that  
11 complete payment has been made or invoiced. Participant understands that any  
12 payment received from the District to fund the vehicle(s) in this Agreement may be  
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax  
14 liability on the funds provided by the District shall be the sole responsibility of the  
15 Participant.

16 B. **Surplus Funds:** Any compensation, which is not expended by  
17 Participant pursuant to the terms and conditions of this Agreement by the project  
18 completion date, shall automatically revert to District. Only expenditures incurred by  
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 **4. NON-ALLOCATION OF FUNDS**

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

25 **5. ANNUAL REPORTING**

26 Participant shall submit annual reports on the vehicle(s) that include the  
27 following information:

- 28 1. Participant contact information;



1 to the District;

2 In no event shall any payment by District constitute a waiver by District of  
3 any breach of this Agreement or any default, which may then exist on the part of  
4 Participant. Neither shall such payment impair or prejudice any remedy available to the  
5 District with respect to the breach or default. District shall have the right to demand of  
6 Participant the repayment to the District of any funds disbursed to Participant under this  
7 Agreement which in the judgment of District were not expended in accordance with the  
8 terms of this Agreement. Participant shall promptly refund any such funds upon  
9 demand.

10 In addition to immediate suspension or termination, District may impose  
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.  
12 The District may prohibit Participant from participating in all other District and State grant  
13 programs in the future.

14 **B. Without Cause:** Either party may terminate this Agreement at any  
15 time upon giving the other party at least thirty (30) days' advance written notice of  
16 intention to terminate. The District shall have the right to demand prompt repayment of  
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if  
18 the Participant does not meet all obligations under this Agreement upon such  
19 termination.

20 **7. MODIFICATION**

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

23 **8. INDEPENDENT CONTRACTOR**

24 In performance of the work, duties, and obligations assumed by  
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is  
26 mutually understood and agreed that Contractor, including any and all of Contractor's  
27 officers, agents, and employees, will at all times be acting and performing as an  
28 independent contractor and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venture, partner, or associate of District or ARB.  
2 Furthermore, District shall have no right to control or supervise or direct the manner or  
3 method by which Contractor shall perform its work and function. However, District shall  
4 retain the right to administer this Agreement so as to verify that Contractor is performing  
5 its obligations in accordance to the terms and conditions thereof. Contractor and District  
6 shall comply with all applicable provisions of law and the rules and regulations, if any,  
7 of governmental authorities having jurisdiction over matters the subject thereof.

8           Because of its status as an independent contractor, Contractor shall have  
9 absolutely no right to employment rights and benefits available to District employees.  
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself  
11 all legally required employee benefits. In addition, Contractor shall be solely responsible  
12 and save District harmless from all matters relating to payment of Contractor's  
13 employees, including compliance with social security, withholding, and all other  
14 regulations governing such matters. It is acknowledged that during the term of this  
15 Agreement, Contractor may be providing services to others unrelated to District or to  
16 this Agreement.

17 **9. NON-ASSIGNMENT**

18           Participant may not assign, sell, transfer, license, or subcontract any rights  
19 or obligations to a third party within or outside of the District's boundaries without the  
20 express prior consent of the District for the duration of the Agreement Period specified  
21 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or  
22 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner  
23 vehicle(s) prior to the end of the Agreement Period, the Participant must request and  
24 receive written consent from the District prior to selling or transferring ownership of the  
25 vehicle(s) or any portion thereof.

26           Prior to completing the transaction, the Participant understands that it is  
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions  
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the  
2 transfer of the Agreement provisions and terms. The Participant shall provide the  
3 prospective new owner with valid contact information for the District so the new owner  
4 can assume legal responsibility under the original Agreement or enter into a new  
5 Agreement with the District, for the remainder of the Agreement Period. Participant  
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions  
7 of this Agreement unless the new owner has assumed responsibility through an  
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's  
11 request, defend the District, its boards, committees, representatives, officers, agents,  
12 and employees from and against any and all costs and expenses (including reasonable  
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in  
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and  
15 property damage) which arise or are alleged to arise directly or indirectly from any act  
16 or omission of Participant, its officers, agents, sub participants, or employees in their  
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining  
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of  
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel  
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in  
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage  
24 must be sufficient to repay the District's investment in case major damage to the new  
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current  
26 insurance for each vehicle purchased under this Agreement is required to be submitted  
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily  
2 or permanently inoperable, the Participant must immediately inform the District of such  
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date  
4 of the occurrence at the Participant's expense and to the standards which meet all  
5 program requirements for the remainder of the Participant's obligation under this  
6 Agreement.

7           If the Participant repairs a vehicle rendered temporarily inoperable, said  
8 repairs shall include any and all repairs necessary to restore the vehicle and any  
9 optional equipment purchased under this Agreement to a reasonable condition. If the  
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall  
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility  
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.  
13 As the replacement of a vehicle may require an amendment to the existing Agreement,  
14 the Participant must receive prior authorization from the District in advance of any  
15 purchases, and must provide any and all replacement vehicle information to the District.

16           In the event the Participant does not repair or replace vehicle(s) that  
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the  
18 District may undertake actions pursuant to this Agreement, including recouping a  
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21           Participant shall maintain records sufficient to provide, on an annual basis,  
22 information regarding annual mileage, fuel usage, invoices, general maintenance  
23 details, correspondence associated with the application, award, agreement, monitoring,  
24 enforcement, and reporting requirements and any other available information that may  
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the  
26 equipment project term or three (3) years after final payment, whichever is later.  
27 Records shall be readily available and accessible to the District, or District designated  
28 representative, upon request for the purposes of ongoing evaluations or auditing.

1 **13. NOTICES**

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

4 <b>PARTICIPANT</b>	<b>DISTRICT</b>
5 6 <b>Stephen Presant</b> 7 <b>Chariperson</b> 8 <b>900 E Kern Ave</b> 9 <b>Tulare, CA 93274</b>	10 <b>Samir Sheikh</b> 11 <b>Executive Director/APCO</b> 12 <b>1990 East Gettysburg Ave.</b> 13 <b>Fresno, CA 93726</b>

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

19 **14. AUDITS AND INSPECTIONS**

20 In addition to enforcement by the District or designated representative(s)  
21 of the District, the District reserves the right to perform audits of vehicle(s) and  
22 documentation and enforce the terms of this Agreement at any time during the  
23 Agreement term.

24 If, after audit, the District makes a determination that funds provided to the  
25 Participant pursuant to this Agreement were not spent in conformance with this  
26 Agreement or any other applicable provisions of law, the Participant agrees to  
27 immediately reimburse District all funds determined to have been expended not in  
28 conformance with said provisions.

**15. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules, or guidelines.

1 **16. LOBBYING PROHIBITED**

2 None of the funds provided under this Agreement shall be used for  
3 publicity, lobbying, or propaganda purposes designed to support or defeat legislation  
4 before the Congress of the United States of America or the Legislature of the State of  
5 California.

6 **17. CONFLICT OF INTEREST**

7 No officer, employee, or agent of District who exercises any function or  
8 responsibility for planning and carrying out the services provided under this Agreement  
9 shall have any direct or indirect personal financial interest in this Agreement. Participant  
10 shall comply with all federal and state conflict of interest laws, statutes, and regulations,  
11 which shall be applicable to all parties and beneficiaries under this Agreement and any  
12 officer, agent, or employee of District.

13 **18. GOVERNING LAW**

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

17 **19. COMPLIANCE WITH LAWS**

18 The Participant shall comply will all federal and state laws, statutes,  
19 regulations, rules, and guidelines which apply to its performance under this Agreement,  
20 including California driving eligibility and financial liability laws.

21 **20. BINDING ON SUCCESSORS**

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

25 **21. TIME IS OF THE ESSENCE**

26 It is understood that for Participant's performance under this Agreement,  
27 time is of the essence. The parties reasonably anticipate that Participant will, to the  
28 reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused  
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4           Upon termination or expiration of this Agreement, all data which is  
5 received, collected, produced, or developed by Participant under this Agreement shall  
6 become the exclusive property of District, provided, however, Participant shall be  
7 allowed to retain a copy of any non-confidential data received, collected, produced, or  
8 developed by Participant under this Agreement subject to District's exclusive ownership  
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all  
10 such data which is in its possession (including its sub participants or agents), without  
11 any reservation of right or title, not otherwise enumerated herein.

12           District shall have the right at reasonable times during the term of this  
13 Agreement to inspect and reproduce any data received, collected, produced, or  
14 developed by Participant under this Agreement. No reports, professional papers,  
15 information, inventions, improvements, discoveries, or data obtained, prepared,  
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released  
17 or made available (except to District) without prior, express written approval of District  
18 while this Agreement is in force, and except as otherwise required under the California  
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

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

25 **24. SEVERABILITY**

26           In the event that any one or more of the provisions contained in this  
27 Agreement shall for any reason be held to be unenforceable in any respect by a court  
28 of competent jurisdiction, such holding shall not affect any other provisions of this

1 Agreement, and the Agreement shall then be construed as if such unenforceable  
2 provisions are not a part hereof.

3 **25. ENTIRE AGREEMENT**

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

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

**PARTICIPANT**

**DISTRICT**

**Tulare Public Cemetery District**

**San Joaquin Valley Air Pollution Control District**

DocuSigned by:  
*Stephen Present*  
15D1367374FF4C7...  
Stephen Present

DocuSigned by:  
*Sheraz Gill for*  
E8F920DCDF8F4EF...  
Samir Sheikh  
Executive Director/APCO

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

DocuSigned by:  
*Annette Ballatore*  
E4F9634B74C541D...  
Annette A. Ballatore  
District Counsel

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

DocuSigned by:  
*Mehri Barati*  
6DD2AA7EDCC4431...  
Mehri Barati, C.P.A.  
Director of Administrative Services

**For accounting use only:**  
Program: 282  
Account No.: \_\_\_\_\_

**Tulare Public Cemetery District**

**SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT**

**Public Benefit Grants Program**

**New Alternative Fuel Vehicle Purchase Component**

Application Number: G-102643

Vehicle Make: ZeroNox

Vehicle Model: EC4

Vehicle Model Year: 2021

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$20,000.00

## Certificate Of Completion

Envelope Id: 6E2A51D930434C03AC2F71F1F3796DD0	Status: Completed
Subject: PB: G-96527-A1 Tulare Public Cemetery District.pdf	
Source Envelope:	
Document Pages: 21	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Valley Air District
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1990 E GETTYSBURG AVE
	FRESNO, CA 93726
	contracts@valleyair.org
	IP Address: 207.177.131.202

## Record Tracking

Status: Original	Holder: Valley Air District	Location: DocuSign
1/11/2021 1:36:22 PM	contracts@valleyair.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: SJVAPCD	Location: DocuSign

## Signer Events

Stephen Presant  
kppresant@comcast.net  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
15D1367374FF4C7...  
Signature Adoption: Pre-selected Style  
Using IP Address: 73.235.183.196

## Timestamp

Sent: 1/11/2021 1:39:18 PM  
Viewed: 1/11/2021 6:46:49 PM  
Signed: 1/14/2021 4:29:41 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/14/2021 4:29:24 PM  
ID: 5d932153-d01c-4f2d-b5ac-ef1434ea35ed

Annette Ballatore  
co-counsel@valleyair.org  
District Counsel  
SJVAPCD  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
E4F9634B74C541D...  
Signature Adoption: Pre-selected Style  
Using IP Address: 12.219.204.254

Sent: 1/14/2021 4:29:44 PM  
Viewed: 1/14/2021 4:53:27 PM  
Signed: 1/14/2021 4:53:28 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jose Gonzalez  
finance-contracts@valleyair.org  
Accounting Technician  
San Joaquin Valley Air Pollution Control District  
Security Level: Email, Account Authentication (None)

**Completed**  
Using IP Address: 12.219.204.173

Sent: 1/14/2021 4:53:30 PM  
Viewed: 1/19/2021 11:07:52 AM  
Signed: 1/19/2021 11:08:32 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mehri Barati  
finance-signatures@valleyair.org  
Director of Administrative Services  
San Joaquin Valley Air Pollution Control District  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
6DD2AA7EDCC4431...  
Signature Adoption: Pre-selected Style  
Using IP Address: 12.219.204.254

Sent: 1/19/2021 11:08:35 AM  
Viewed: 1/22/2021 10:23:06 AM  
Signed: 1/22/2021 10:23:13 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



To Whom It May Concern:

Thank you for your participation in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your agreement with the SJVAPCD is now executed.

The following documents are enclosed:

1. A copy of your executed agreement
2. Public Benefit Grant Program, New Alternative Fuel Vehicle Purchase Component Payment Procedures

Please keep the copy of your executed agreement for your records as it contains important information regarding the project implementation life, required reporting and record keeping, and other important agreement obligations. The Payment Procedures document contains the necessary form and instructions for successful completion of a Claim for Payment Packet to be reimbursed. Please review the Payment Procedures document in its entirety for instructions on reimbursement.

If you have any questions, please call (559) 230-5800 or email [grants@valleyair.org](mailto:grants@valleyair.org) and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Contract Number.

Sincerely,

Heavy-Duty Program Staff  
Incentive Programs

Enclosures (2)

**Samir Sheikh**  
Executive Director/Air Pollution Control Officer

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**Northern Region**  
4800 Enterprise Way  
Modesto, CA 95356-8718  
Tel: (209) 557-6400 FAX: (209) 557-6475

**Central Region (Main Office)**  
1990 E. Gettysburg Avenue  
Fresno, CA 93726-0244  
Tel: (559) 230-6000 FAX: (559) 230-6061

**Southern Region**  
34946 Flyover Court  
Bakersfield, CA 93308-9725  
Tel: (661) 392-5500 FAX: (661) 392-5585



# NOTICE



**“Bill To” Names on all Invoices  
Must Match “Participant” Name  
on Contract**

**Claim for Payment Form Must  
be Signed by Contract Signing  
Authority**

The District will be unable to process the claim if the above requirements are not met



# San Joaquin Valley

## AIR POLLUTION CONTROL DISTRICT

### **PUBLIC BENEFIT GRANTS PROGRAM New Alternative Fuel Vehicle Purchase Component Payment Procedures**

This document is designed to provide participants in the Public Benefit Grants Program New Alternative Fuel Vehicle Purchase Component with the required instructions and guidance for the successful completion of a Claim for Payment Packet for their project. **The participant is required to submit all final claims no later than nine (9) months from the execution date of its agreement with the San Joaquin Valley Air Pollution Control District (SJVAPCD), in accordance with the TIMETABLE/PERIOD OF PERFORMANCE milestones set forth in Paragraph 2 of the Funding Agreement.**

Claim for Payment Packets must be received during this timeframe to be eligible for reimbursement.

In order to be reimbursed, participant must submit a complete Claim for Payment Packet. As specified in the participant's agreement, the participant will not be reimbursed for the purchase of the new vehicle(s) if the participant purchased, took possession, or ordered the new vehicle(s) prior to the execution date of the participant's agreement with the SJVAPCD. As a matter of policy, the SJVAPCD does not provide advance payments to participants or third parties. Payment is for reimbursement to the participant for the purchase of the specified vehicle(s) and funding shall only be allowed towards the purchase of the specific vehicle(s) described in participant's agreement with the SJVAPCD.

Approximately one year after incentive funds have been issued, the participant will receive an Internal Revenue Service (IRS) Form 1099. For information about the tax implications related to the received incentive funds, please consult your tax advisor as the SJVAPCD does not provide tax advice.

SJVAPCD staff is available to answer questions and to provide assistance to participants regarding the reimbursement process. It is advisable that you read the entire Payment Procedures document and your executed agreement in order to fully understand the grant requirements. All questions regarding the reimbursement process should be directed to:

**Public Benefit Grants Staff**

E-mail: [grants@valleyair.org](mailto:grants@valleyair.org)

Telephone: (559) 230-5800

Fax: (559) 230-6112

San Joaquin Valley Air Pollution Control District  
Incentives Department  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244

**CLAIM FOR PAYMENT PACKET CHECKLIST**

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When submitting a request for payment, submit a **complete** Claim for Payment Packet. An incomplete Claim for Payment Packet will lengthen the processing time and delay reimbursement of funding. A complete Claim for Payment Packet includes the following:

- Completed and **signed** SJVAPCD **Public Benefit Grant Program - Claim for Payment Form** (Page 4).
  - The same individual who signed the agreement with the SJVAPCD must also sign the Claim for Payment Form.
- Dated and itemized vendor/dealer **Invoice(s)** for the cost of the new alternative fueled vehicle(s). The invoice(s) should clearly identify, at a minimum, the following information:
  - The participant/organization name and address.
  - The new vehicle vendor/dealer name and address.
  - The make, model, and if applicable, the Gross Vehicle Weight Rating (GVWR) of the new vehicle.
  - Detailed breakdown of all invoiced costs; including the new vehicle, additional options, sales tax (with percentage rate indicated), and license fees. Additional options should be in a line item format on the invoice.
- Photographs** of the new vehicle(s).
  - Photographs should be clear and legible.
  - At a minimum, for each new vehicle, photographs of the following must be submitted: a view of the entire new vehicle, a close-up of the VIN or Serial number, and if applicable, a close-up of the GVWR.
    - If claiming multiple vehicles, please clearly label the pictures with the last four digits of the Vehicle Identification Number (VIN).
    - If claiming a vehicle that has an Alternative Fuel conversion, a close up photograph must be submitted for the Vehicle Emission Control Information (VECI) / Engine Label identifying the engine and evaporative family.
- Copy of **Certificate of Insurance or Proof of Insurance** for the new vehicle(s).
  - The insurance documentation must identify, at a minimum, a current policy period, the policy number, and the name of the participant/organization.
  - The insurance documentation must identify the types of coverage which must meet the minimum requirements specified in the participant's agreement with the SJVAPCD.

Please submit the completed Claim for Payment Packet to **Public Benefit Grants Staff** via e-mail, mail, or hand-delivery at:

E-mail: [grants@valleyair.org](mailto:grants@valleyair.org)

San Joaquin Valley Air Pollution Control District  
Incentives Department  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244

**Please retain a full copy of the completed  
Claim for Payment Packet for your own records.**

## STEP-BY-STEP CLAIM FOR PAYMENT FORM GUIDANCE

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This section outlines the information required for each field of the Public Benefit Grants Program - Claim for Payment Form (Page 4). **The contract signing authority must sign and date the Form.** Please individually list each new vehicle that you have purchased under the agreement on the Claim for Payment Form for which you are seeking reimbursement. For additional space, please make a copy of the Claim for Payment Form or obtain an additional copy of the Form by contacting program staff at (559) 230-5800. If you need additional assistance, please contact the Incentives Department and a staff member will assist you.

### ❖ Project Number

The number the SJVAPCD assigned to your project; this information can be found in your agreement.

### ❖ Payee/Grantee

The organization, company, or proprietor's legal name that entered into agreement with the SJVAPCD. This information was entered into Section 1 of the Application and must be **identical** to the information on the Form W-9.

### ❖ Address, City, State, and Zip

The mailing address used by the participant/organization, including the city, state, and zip code. Reimbursement checks from the SJVAPCD will be mailed to the address provided here.

### ❖ Check Box

Check the classification of the organization that is listed under payee.

### ❖ Federal Tax I.D. #

The Taxpayer Identification Number (TIN), entered in Section 1 of the Application, in the form of an employer identification number. **The participant/organization name and TIN will be used to report incentive funding to the IRS.**

### ❖ Telephone and Fax #

The main telephone and fax number, including area code, for the primary contact.

### ❖ Date of Invoice

Document the **date on the invoice** for the purchase of the new vehicle(s).

### ❖ New Vehicle Make and Model

Provide the make and model of the new vehicle. List each new vehicle on a separate line.

### ❖ VIN or Vehicle Serial Number

Provide the Vehicle Identification Number (VIN) or serial number of the new vehicle.

### ❖ Amount Paid

Document the total amount paid for the new vehicle as it appears on the invoice. If there is more than one invoice for the cost of the new vehicle, document the sum of all the invoices in the field.

### ❖ Grant Amount

Please do not enter any information in this field. SJVAPCD staff will complete this field.



Agreement No. **G-102644-A1**

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT**  
**PUBLIC BENEFIT GRANTS PROGRAM**  
**FUNDING AGREEMENT**  
**(New Alternative Fuel Vehicle Purchase)**

This Agreement is made and entered into this 25th day of January, 2021, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **Tulare Public Cemetery District** (Participant).

**WITNESSETH:**

**WHEREAS**, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

**WHEREAS**, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

**WHEREAS**, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

**WHEREAS**, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

**WHEREAS**, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

**WHEREAS**, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and



1                   **WHEREAS**, Participant represents that it is willing and able to perform the  
2 activities set forth herein.

3                   **NOW, THEREFORE**, based on their mutual promises, covenants, and  
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6                   The Participant agrees to purchase and place into service the type and  
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto  
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution  
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said  
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,  
11 and other incidentals necessary to perform and complete, per schedule, in a  
12 professional manner, the requirements described herein. Participant agrees and  
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not  
14 required by or to be used for compliance with any local, state, or federal rule or  
15 regulation, settlement agreement, mitigation agreement, memorandum of  
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate  
17 currently in effect. Participant waives all rights to any emission reduction credits that  
18 may accrue as a result of purchase of the specified vehicle(s).

19                   In the event of any conflict between or among the terms and conditions of  
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by  
21 giving precedence in the following order of priority:

- 22                                   1. To the text of this Agreement
- 23                                   2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25                   Participant shall purchase and place the new alternative fuel vehicle(s)  
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**  
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet  
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet  
2 all performance requirements under the Agreement. Such request is subject to review  
3 and approval by the District. Participant agrees to amend the Agreement as necessary,  
4 if requested by the District, to ensure the project is completed within the timetable  
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new  
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of  
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)  
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed  
12 **Twenty Thousand And 00/100 dollars (\$20,000.00)** for the purchase of the new  
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per  
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15 Participant shall obtain through other sources sufficient additional monies  
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from  
17 other sources for the total cost of the vehicle(s) is not received by Participant, District  
18 reserves the right to terminate or re-negotiate this Agreement.

19 A. **Payments:** Advance payments shall not be permitted. The District  
20 shall issue payment to Participant upon receipt of a properly supported and verified  
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative  
22 Fuel Vehicle Purchase Component payment procedures document. The payment  
23 procedures document shall be provided to Participant by the District. Payment is for  
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and  
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described  
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant  
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase  
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

1 The District also reserves the right to reduce the funding if the Participant receives or  
2 will receive co-funding from a third party that, in addition to the District's funding,  
3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under  
4 this Agreement. Participant is required to disclose all such information to the District  
5 prior to the execution date of this Agreement. The Participant will not be reimbursed by  
6 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has  
7 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution  
8 date of this Agreement.

9 Concurrently with the submission of any claim for payment, Participant  
10 shall certify (through copies of invoices issued, checks, receipts, and the like) that  
11 complete payment has been made or invoiced. Participant understands that any  
12 payment received from the District to fund the vehicle(s) in this Agreement may be  
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax  
14 liability on the funds provided by the District shall be the sole responsibility of the  
15 Participant.

16 B. **Surplus Funds:** Any compensation, which is not expended by  
17 Participant pursuant to the terms and conditions of this Agreement by the project  
18 completion date, shall automatically revert to District. Only expenditures incurred by  
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 **4. NON-ALLOCATION OF FUNDS**

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

25 **5. ANNUAL REPORTING**

26 Participant shall submit annual reports on the vehicle(s) that include the  
27 following information:

- 28 1. Participant contact information;



1 to the District;

2 In no event shall any payment by District constitute a waiver by District of  
3 any breach of this Agreement or any default, which may then exist on the part of  
4 Participant. Neither shall such payment impair or prejudice any remedy available to the  
5 District with respect to the breach or default. District shall have the right to demand of  
6 Participant the repayment to the District of any funds disbursed to Participant under this  
7 Agreement which in the judgment of District were not expended in accordance with the  
8 terms of this Agreement. Participant shall promptly refund any such funds upon  
9 demand.

10 In addition to immediate suspension or termination, District may impose  
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.  
12 The District may prohibit Participant from participating in all other District and State grant  
13 programs in the future.

14 **B. Without Cause:** Either party may terminate this Agreement at any  
15 time upon giving the other party at least thirty (30) days' advance written notice of  
16 intention to terminate. The District shall have the right to demand prompt repayment of  
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if  
18 the Participant does not meet all obligations under this Agreement upon such  
19 termination.

20 **7. MODIFICATION**

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

23 **8. INDEPENDENT CONTRACTOR**

24 In performance of the work, duties, and obligations assumed by  
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is  
26 mutually understood and agreed that Contractor, including any and all of Contractor's  
27 officers, agents, and employees, will at all times be acting and performing as an  
28 independent contractor and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venture, partner, or associate of District or ARB.  
2 Furthermore, District shall have no right to control or supervise or direct the manner or  
3 method by which Contractor shall perform its work and function. However, District shall  
4 retain the right to administer this Agreement so as to verify that Contractor is performing  
5 its obligations in accordance to the terms and conditions thereof. Contractor and District  
6 shall comply with all applicable provisions of law and the rules and regulations, if any,  
7 of governmental authorities having jurisdiction over matters the subject thereof.

8           Because of its status as an independent contractor, Contractor shall have  
9 absolutely no right to employment rights and benefits available to District employees.  
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself  
11 all legally required employee benefits. In addition, Contractor shall be solely responsible  
12 and save District harmless from all matters relating to payment of Contractor's  
13 employees, including compliance with social security, withholding, and all other  
14 regulations governing such matters. It is acknowledged that during the term of this  
15 Agreement, Contractor may be providing services to others unrelated to District or to  
16 this Agreement.

17 **9. NON-ASSIGNMENT**

18           Participant may not assign, sell, transfer, license, or subcontract any rights  
19 or obligations to a third party within or outside of the District's boundaries without the  
20 express prior consent of the District for the duration of the Agreement Period specified  
21 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or  
22 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner  
23 vehicle(s) prior to the end of the Agreement Period, the Participant must request and  
24 receive written consent from the District prior to selling or transferring ownership of the  
25 vehicle(s) or any portion thereof.

26           Prior to completing the transaction, the Participant understands that it is  
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions  
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the  
2 transfer of the Agreement provisions and terms. The Participant shall provide the  
3 prospective new owner with valid contact information for the District so the new owner  
4 can assume legal responsibility under the original Agreement or enter into a new  
5 Agreement with the District, for the remainder of the Agreement Period. Participant  
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions  
7 of this Agreement unless the new owner has assumed responsibility through an  
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's  
11 request, defend the District, its boards, committees, representatives, officers, agents,  
12 and employees from and against any and all costs and expenses (including reasonable  
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in  
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and  
15 property damage) which arise or are alleged to arise directly or indirectly from any act  
16 or omission of Participant, its officers, agents, sub participants, or employees in their  
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining  
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of  
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel  
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in  
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage  
24 must be sufficient to repay the District's investment in case major damage to the new  
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current  
26 insurance for each vehicle purchased under this Agreement is required to be submitted  
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily  
2 or permanently inoperable, the Participant must immediately inform the District of such  
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date  
4 of the occurrence at the Participant's expense and to the standards which meet all  
5 program requirements for the remainder of the Participant's obligation under this  
6 Agreement.

7           If the Participant repairs a vehicle rendered temporarily inoperable, said  
8 repairs shall include any and all repairs necessary to restore the vehicle and any  
9 optional equipment purchased under this Agreement to a reasonable condition. If the  
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall  
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility  
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.  
13 As the replacement of a vehicle may require an amendment to the existing Agreement,  
14 the Participant must receive prior authorization from the District in advance of any  
15 purchases, and must provide any and all replacement vehicle information to the District.

16           In the event the Participant does not repair or replace vehicle(s) that  
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the  
18 District may undertake actions pursuant to this Agreement, including recouping a  
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21           Participant shall maintain records sufficient to provide, on an annual basis,  
22 information regarding annual mileage, fuel usage, invoices, general maintenance  
23 details, correspondence associated with the application, award, agreement, monitoring,  
24 enforcement, and reporting requirements and any other available information that may  
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the  
26 equipment project term or three (3) years after final payment, whichever is later.  
27 Records shall be readily available and accessible to the District, or District designated  
28 representative, upon request for the purposes of ongoing evaluations or auditing.

1 **13. NOTICES**

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

4 <b>PARTICIPANT</b>	<b>DISTRICT</b>
5 6 <b>Stephen Presant</b> 7 <b>Chariperson</b> 8 <b>900 E Kern Ave</b> 9 <b>Tulare, CA 93274</b>	10 <b>Samir Sheikh</b> 11 <b>Executive Director/APCO</b> 12 <b>1990 East Gettysburg Ave.</b> 13 <b>Fresno, CA 93726</b>

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

19 **14. AUDITS AND INSPECTIONS**

20 In addition to enforcement by the District or designated representative(s)  
21 of the District, the District reserves the right to perform audits of vehicle(s) and  
22 documentation and enforce the terms of this Agreement at any time during the  
23 Agreement term.

24 If, after audit, the District makes a determination that funds provided to the  
25 Participant pursuant to this Agreement were not spent in conformance with this  
26 Agreement or any other applicable provisions of law, the Participant agrees to  
27 immediately reimburse District all funds determined to have been expended not in  
28 conformance with said provisions.

**15. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services provided under this  
Agreement shall be used for any political activity, or to further the election or defeat of  
any candidate for public office contrary to federal or state laws, statutes, regulations,  
rules, or guidelines.

1 **16. LOBBYING PROHIBITED**

2 None of the funds provided under this Agreement shall be used for  
3 publicity, lobbying, or propaganda purposes designed to support or defeat legislation  
4 before the Congress of the United States of America or the Legislature of the State of  
5 California.

6 **17. CONFLICT OF INTEREST**

7 No officer, employee, or agent of District who exercises any function or  
8 responsibility for planning and carrying out the services provided under this Agreement  
9 shall have any direct or indirect personal financial interest in this Agreement. Participant  
10 shall comply with all federal and state conflict of interest laws, statutes, and regulations,  
11 which shall be applicable to all parties and beneficiaries under this Agreement and any  
12 officer, agent, or employee of District.

13 **18. GOVERNING LAW**

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

17 **19. COMPLIANCE WITH LAWS**

18 The Participant shall comply will all federal and state laws, statutes,  
19 regulations, rules, and guidelines which apply to its performance under this Agreement,  
20 including California driving eligibility and financial liability laws.

21 **20. BINDING ON SUCCESSORS**

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

25 **21. TIME IS OF THE ESSENCE**

26 It is understood that for Participant's performance under this Agreement,  
27 time is of the essence. The parties reasonably anticipate that Participant will, to the  
28 reasonable satisfaction of District, complete all activities provided herein within the time

1 schedule outlined in this Agreement, provided that Participant is not caused  
2 unreasonable delay in such performance.

3 **22. DATA OWNERSHIP**

4           Upon termination or expiration of this Agreement, all data which is  
5 received, collected, produced, or developed by Participant under this Agreement shall  
6 become the exclusive property of District, provided, however, Participant shall be  
7 allowed to retain a copy of any non-confidential data received, collected, produced, or  
8 developed by Participant under this Agreement subject to District’s exclusive ownership  
9 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all  
10 such data which is in its possession (including its sub participants or agents), without  
11 any reservation of right or title, not otherwise enumerated herein.

12           District shall have the right at reasonable times during the term of this  
13 Agreement to inspect and reproduce any data received, collected, produced, or  
14 developed by Participant under this Agreement. No reports, professional papers,  
15 information, inventions, improvements, discoveries, or data obtained, prepared,  
16 assembled, or developed by Participant, pursuant to this Agreement, shall be released  
17 or made available (except to District) without prior, express written approval of District  
18 while this Agreement is in force, and except as otherwise required under the California  
19 Public Records Act.

20 **23. NO THIRD-PARTY BENEFICIARIES**

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

25 **24. SEVERABILITY**

26           In the event that any one or more of the provisions contained in this  
27 Agreement shall for any reason be held to be unenforceable in any respect by a court  
28 of competent jurisdiction, such holding shall not affect any other provisions of this

1 Agreement, and the Agreement shall then be construed as if such unenforceable  
2 provisions are not a part hereof.

3 **25. ENTIRE AGREEMENT**

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

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

**PARTICIPANT**

**DISTRICT**

**Tulare Public Cemetery District**

**San Joaquin Valley Air Pollution Control District**

DocuSigned by:  
*Stephen Presant*  
15D1387374FF4C7...  
Stephen Presant

DocuSigned by:  
*Shiraz Gill for*  
E8F920DCDF8F4EF...  
Samir Sheikh  
Executive Director/APCO

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

DocuSigned by:  
*Annette Ballatore*  
E4F9634B74C541D...  
Annette A. Ballatore  
District Counsel

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

DocuSigned by:  
*Mehri Barati*  
6DD2AA7EDCC4431...  
Mehri Barati, C.P.A.  
Director of Administrative Services

**For accounting use only:**  
Program: 282  
Account No.: \_\_\_\_\_

**Tulare Public Cemetery District**

**SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT**

**Public Benefit Grants Program**

**New Alternative Fuel Vehicle Purchase Component**

Application Number: G-102644

Vehicle Make: ZeroNox

Vehicle Model: Tuatara

Vehicle Model Year: 2021

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$20,000.00

## Certificate Of Completion

Envelope Id: 9DECD9F0DCA942359455F9CEDCF3A31A	Status: Completed
Subject: PB: G-96526-A1 Tulare Public Cemetery District.pdf	
Source Envelope:	
Document Pages: 21	Signatures: 4
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Valley Air District
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1990 E GETTYSBURG AVE
	FRESNO, CA 93726
	contracts@valleyair.org
	IP Address: 207.177.131.202

## Record Tracking

Status: Original	Holder: Valley Air District	Location: DocuSign
1/11/2021 1:32:39 PM	contracts@valleyair.org	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: SJVAPCD	Location: DocuSign

## Signer Events

Stephen Presant  
kppresant@comcast.net  
Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:  
  
15D1367374FF4C7...  
Signature Adoption: Pre-selected Style  
Using IP Address: 73.235.183.196

## Timestamp

Sent: 1/11/2021 1:36:04 PM  
Viewed: 1/11/2021 6:47:56 PM  
Signed: 1/14/2021 4:30:22 PM

**Electronic Record and Signature Disclosure:**  
Accepted: 1/14/2021 4:30:10 PM  
ID: ae0146dc-ad09-498d-bb6c-2b6628a061be

Annette Ballatore  
co-counsel@valleyair.org  
District Counsel  
SJVAPCD  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
E4F9634B74C541D...  
Signature Adoption: Pre-selected Style  
Using IP Address: 12.219.204.254

Sent: 1/14/2021 4:30:25 PM  
Viewed: 1/14/2021 4:53:07 PM  
Signed: 1/14/2021 4:53:13 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jose Gonzalez  
finance-contracts@valleyair.org  
Accounting Technician  
San Joaquin Valley Air Pollution Control District  
Security Level: Email, Account Authentication (None)

**Completed**  
Using IP Address: 12.219.204.173

Sent: 1/14/2021 4:53:16 PM  
Viewed: 1/19/2021 11:08:59 AM  
Signed: 1/19/2021 11:09:25 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mehri Barati  
finance-signatures@valleyair.org  
Director of Administrative Services  
San Joaquin Valley Air Pollution Control District  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
6DD2AA7EDCC4431...  
Signature Adoption: Pre-selected Style  
Using IP Address: 12.219.204.254

Sent: 1/19/2021 11:09:28 AM  
Viewed: 1/22/2021 10:22:41 AM  
Signed: 1/22/2021 10:22:49 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign



To Whom It May Concern:

Thank you for your participation in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your agreement with the SJVAPCD is now executed.

The following documents are enclosed:

1. A copy of your executed agreement
2. Public Benefit Grant Program, New Alternative Fuel Vehicle Purchase Component Payment Procedures

Please keep the copy of your executed agreement for your records as it contains important information regarding the project implementation life, required reporting and record keeping, and other important agreement obligations. The Payment Procedures document contains the necessary form and instructions for successful completion of a Claim for Payment Packet to be reimbursed. Please review the Payment Procedures document in its entirety for instructions on reimbursement.

If you have any questions, please call (559) 230-5800 or email [grants@valleyair.org](mailto:grants@valleyair.org) and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Contract Number.

Sincerely,

Heavy-Duty Program Staff  
Incentive Programs

Enclosures (2)

**Samir Sheikh**  
Executive Director/Air Pollution Control Officer

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**Northern Region**  
4800 Enterprise Way  
Modesto, CA 95356-8718  
Tel: (209) 557-6400 FAX: (209) 557-6475

**Central Region (Main Office)**  
1990 E. Gettysburg Avenue  
Fresno, CA 93726-0244  
Tel: (559) 230-6000 FAX: (559) 230-6061

**Southern Region**  
34946 Flyover Court  
Bakersfield, CA 93308-9725  
Tel: (661) 392-5500 FAX: (661) 392-5585



# NOTICE



**“Bill To” Names on all Invoices  
Must Match “Participant” Name  
on Contract**

**Claim for Payment Form Must  
be Signed by Contract Signing  
Authority**

The District will be unable to process the claim if the above requirements are not met



# San Joaquin Valley

## AIR POLLUTION CONTROL DISTRICT

### **PUBLIC BENEFIT GRANTS PROGRAM**

### **New Alternative Fuel Vehicle Purchase Component**

### **Payment Procedures**

This document is designed to provide participants in the Public Benefit Grants Program New Alternative Fuel Vehicle Purchase Component with the required instructions and guidance for the successful completion of a Claim for Payment Packet for their project. **The participant is required to submit all final claims no later than nine (9) months from the execution date of its agreement with the San Joaquin Valley Air Pollution Control District (SJVAPCD), in accordance with the TIMETABLE/PERIOD OF PERFORMANCE milestones set forth in Paragraph 2 of the Funding Agreement.**

Claim for Payment Packets must be received during this timeframe to be eligible for reimbursement.

In order to be reimbursed, participant must submit a complete Claim for Payment Packet. As specified in the participant's agreement, the participant will not be reimbursed for the purchase of the new vehicle(s) if the participant purchased, took possession, or ordered the new vehicle(s) prior to the execution date of the participant's agreement with the SJVAPCD. As a matter of policy, the SJVAPCD does not provide advance payments to participants or third parties. Payment is for reimbursement to the participant for the purchase of the specified vehicle(s) and funding shall only be allowed towards the purchase of the specific vehicle(s) described in participant's agreement with the SJVAPCD.

Approximately one year after incentive funds have been issued, the participant will receive an Internal Revenue Service (IRS) Form 1099. For information about the tax implications related to the received incentive funds, please consult your tax advisor as the SJVAPCD does not provide tax advice.

SJVAPCD staff is available to answer questions and to provide assistance to participants regarding the reimbursement process. It is advisable that you read the entire Payment Procedures document and your executed agreement in order to fully understand the grant requirements. All questions regarding the reimbursement process should be directed to:

#### **Public Benefit Grants Staff**

E-mail: [grants@valleyair.org](mailto:grants@valleyair.org)

Telephone: (559) 230-5800

Fax: (559) 230-6112

San Joaquin Valley Air Pollution Control District  
Incentives Department  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244

## CLAIM FOR PAYMENT PACKET CHECKLIST

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When submitting a request for payment, submit a **complete** Claim for Payment Packet. An incomplete Claim for Payment Packet will lengthen the processing time and delay reimbursement of funding. A complete Claim for Payment Packet includes the following:

- Completed and **signed** SJVAPCD **Public Benefit Grant Program - Claim for Payment Form** (Page 4).
  - The same individual who signed the agreement with the SJVAPCD must also sign the Claim for Payment Form.
- Dated and itemized vendor/dealer **Invoice(s)** for the cost of the new alternative fueled vehicle(s). The invoice(s) should clearly identify, at a minimum, the following information:
  - The participant/organization name and address.
  - The new vehicle vendor/dealer name and address.
  - The make, model, and if applicable, the Gross Vehicle Weight Rating (GVWR) of the new vehicle.
  - Detailed breakdown of all invoiced costs; including the new vehicle, additional options, sales tax (with percentage rate indicated), and license fees. Additional options should be in a line item format on the invoice.
- Photographs** of the new vehicle(s).
  - Photographs should be clear and legible.
  - At a minimum, for each new vehicle, photographs of the following must be submitted: a view of the entire new vehicle, a close-up of the VIN or Serial number, and if applicable, a close-up of the GVWR.
    - If claiming multiple vehicles, please clearly label the pictures with the last four digits of the Vehicle Identification Number (VIN).
    - If claiming a vehicle that has an Alternative Fuel conversion, a close up photograph must be submitted for the Vehicle Emission Control Information (VECI) / Engine Label identifying the engine and evaporative family.
- Copy of **Certificate of Insurance or Proof of Insurance** for the new vehicle(s).
  - The insurance documentation must identify, at a minimum, a current policy period, the policy number, and the name of the participant/organization.
  - The insurance documentation must identify the types of coverage which must meet the minimum requirements specified in the participant's agreement with the SJVAPCD.

Please submit the completed Claim for Payment Packet to **Public Benefit Grants Staff** via e-mail, mail, or hand-delivery at:

E-mail: [grants@valleyair.org](mailto:grants@valleyair.org)

San Joaquin Valley Air Pollution Control District  
Incentives Department  
1990 East Gettysburg Avenue  
Fresno, CA 93726-0244

**Please retain a full copy of the completed  
Claim for Payment Packet for your own records.**

## STEP-BY-STEP CLAIM FOR PAYMENT FORM GUIDANCE

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This section outlines the information required for each field of the Public Benefit Grants Program - Claim for Payment Form (Page 4). **The contract signing authority must sign and date the Form.** Please individually list each new vehicle that you have purchased under the agreement on the Claim for Payment Form for which you are seeking reimbursement. For additional space, please make a copy of the Claim for Payment Form or obtain an additional copy of the Form by contacting program staff at (559) 230-5800. If you need additional assistance, please contact the Incentives Department and a staff member will assist you.

### ❖ Project Number

The number the SJVAPCD assigned to your project; this information can be found in your agreement.

### ❖ Payee/Grantee

The organization, company, or proprietor's legal name that entered into agreement with the SJVAPCD. This information was entered into Section 1 of the Application and must be **identical** to the information on the Form W-9.

### ❖ Address, City, State, and Zip

The mailing address used by the participant/organization, including the city, state, and zip code. Reimbursement checks from the SJVAPCD will be mailed to the address provided here.

### ❖ Check Box

Check the classification of the organization that is listed under payee.

### ❖ Federal Tax I.D. #

The Taxpayer Identification Number (TIN), entered in Section 1 of the Application, in the form of an employer identification number. **The participant/organization name and TIN will be used to report incentive funding to the IRS.**

### ❖ Telephone and Fax #

The main telephone and fax number, including area code, for the primary contact.

### ❖ Date of Invoice

Document the **date on the invoice** for the purchase of the new vehicle(s).

### ❖ New Vehicle Make and Model

Provide the make and model of the new vehicle. List each new vehicle on a separate line.

### ❖ VIN or Vehicle Serial Number

Provide the Vehicle Identification Number (VIN) or serial number of the new vehicle.

### ❖ Amount Paid

Document the total amount paid for the new vehicle as it appears on the invoice. If there is more than one invoice for the cost of the new vehicle, document the sum of all the invoices in the field.

### ❖ Grant Amount

Please do not enter any information in this field. SJVAPCD staff will complete this field.



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 SJVAPCD:**

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: [imtiaz.haq@valleyair.org](mailto:imtiaz.haq@valleyair.org)

### **To advise SJVAPCD 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 [imtiaz.haq@valleyair.org](mailto:imtiaz.haq@valleyair.org) 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 SJVAPCD**

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 [imtiaz.haq@valleyair.org](mailto:imtiaz.haq@valleyair.org) 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 SJVAPCD**

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

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.

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

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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 SJVAPCD:**

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To contact us by email send messages to: [imtiaz.haq@valleyair.org](mailto:imtiaz.haq@valleyair.org)

### **To advise SJVAPCD of your new email address**

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# California Association of Public Cemeteries

Offers a Zoom webinar:

Bob Hunt presenting:

## SEXUAL HARASSMENT PREVENTION For Trustees, Managers & Supervisors

February 9, 2021  
10:00 a.m.

To register for this Zoom presentation click the link below:

[https://us02web.zoom.us/webinar/register/WN\\_zz\\_Pd7biTlu6oD-aklV4ag](https://us02web.zoom.us/webinar/register/WN_zz_Pd7biTlu6oD-aklV4ag)

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## Burial Plot at Tulare Public Cemetery

Auction Ends **ET**  
 Starting Bid **\$0.00**

[Terms and Conditions](#)

[Sign In to Place Bid](#)

0 visitors

Condition	Category	Inventory ID
Used/See Description	Real Estate / Land Parcels	1579

This burial plot is in Section D Grave 1579. Note that there are two burial plots for bid, and that the adjacent Section D Grave 1580 is a separate bid. These two burial plots being bid separately have been reclaimed by the Tulare Cemetery District from a prior owner. This a flat stone area and the cost includes endowment care for double depth burial.

The cost of the burial plot does not include the expense of burial. Please call the Tulare Public Cemetery office at (559) 688-5544 if you have any questions.

### ? Questions and Answers

There are currently no questions posted for this asset.

### » Seller Information



**Seller Name** [Tulare Public Cemetery District, CA](#)  
**Asset Location** 900 E Kern Ave  
 Tulare, California 93274-4453  
[Map to this location](#)

### \$ Payment

PAYMENT MUST BE MADE ONLINE-- To make online payment, Log into your GovDeals account and select "My Bids". Please follow the instructions there.

Payment in full is due not later than five (5) business days from the time and date of the close of the auction. Payment must be made electronically through the GovDeals Website. Payment Methods are listed above.

### 🌐 Removal

The successful bidder is responsible for coming to the Tulare Public Cemetery office at 900 E Kern in Tulare during normal business hours to complete paperwork for the burial right. The burial plots are identified with a wood stake and are located in the southwest corner of the Kern Cemetery located at 900 E Kern in Tulare. Stop by the office during normal business hours or call for further directions. You can also visit our website at [www.tularecemetery.net](http://www.tularecemetery.net) for contact information.

### 💡 Special Instructions

NOTICE: If you are the winning bidder and default by failing to adhere to this sellers terms and conditions your account with Liquidity Services WILL BE LOCKED.



**Help Desk Hours: Monday - Friday, 8 am - 7 pm ET.**  
**Contact us with any questions, comments or concerns.**  
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**Machinio.com**  
Heavy Equipment



1579

1580

Looking East

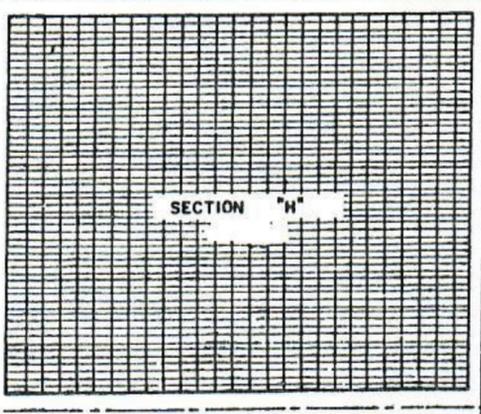
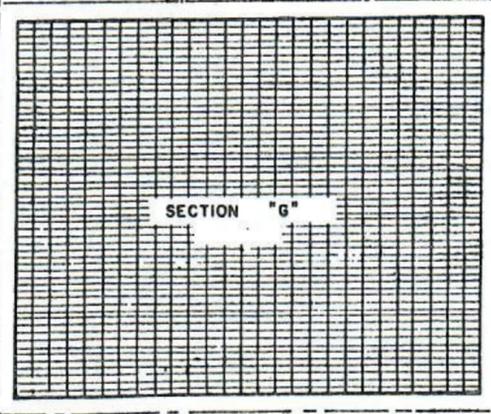
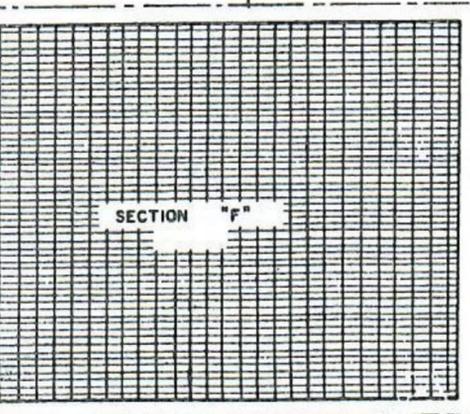
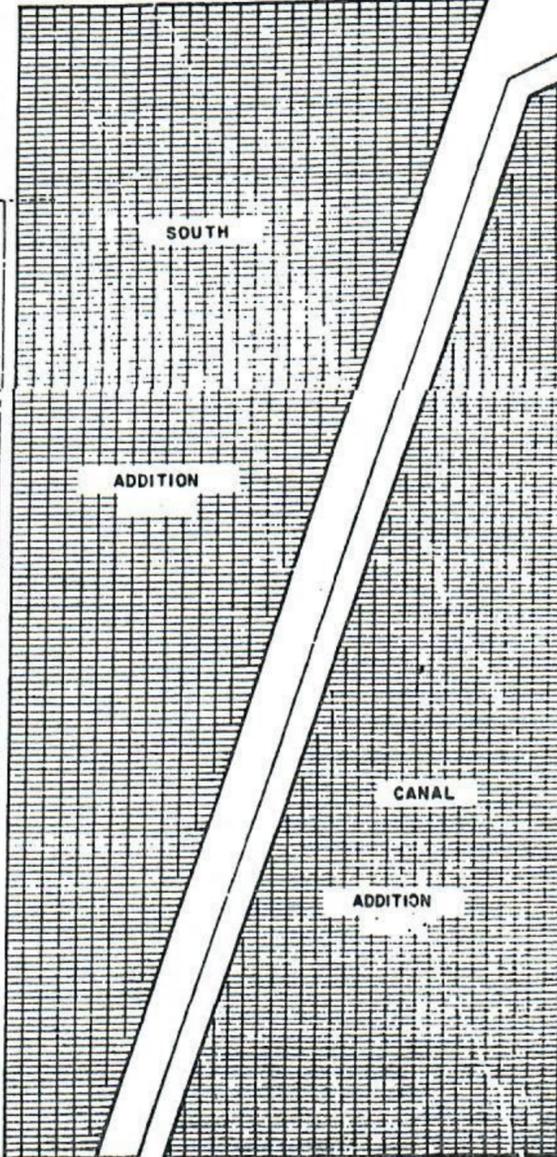
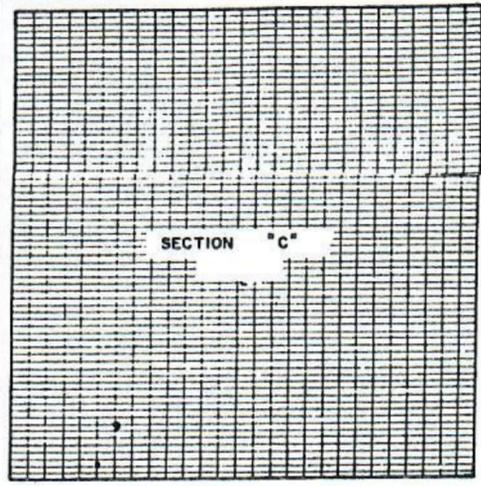
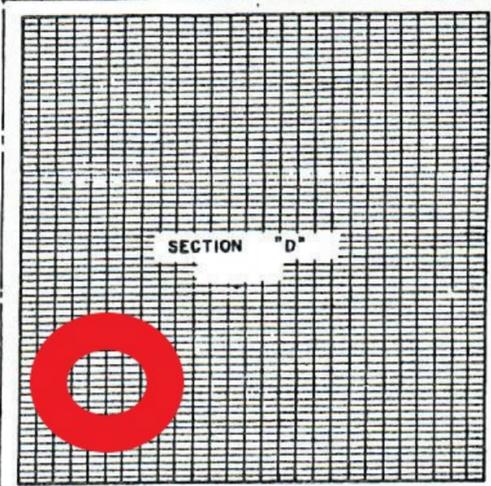
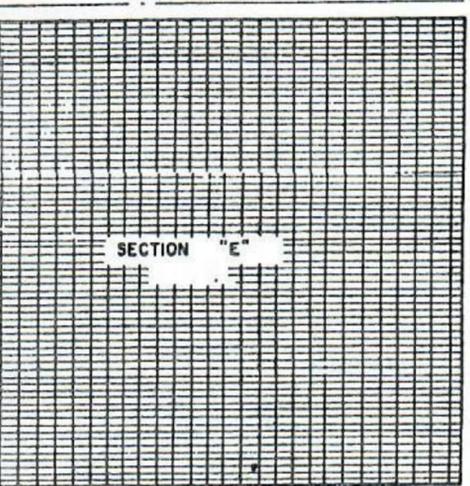
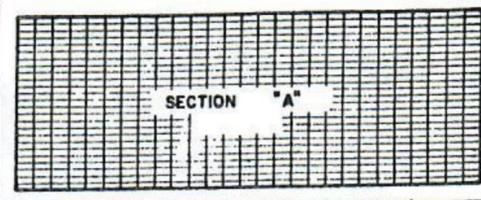
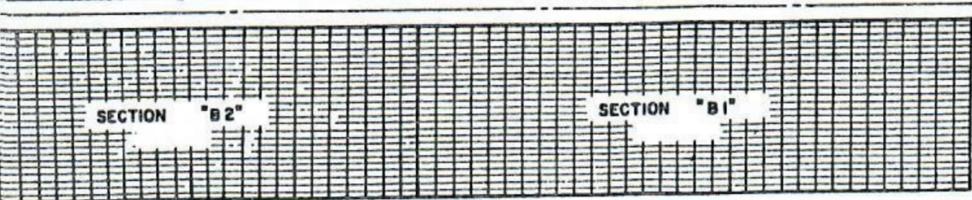
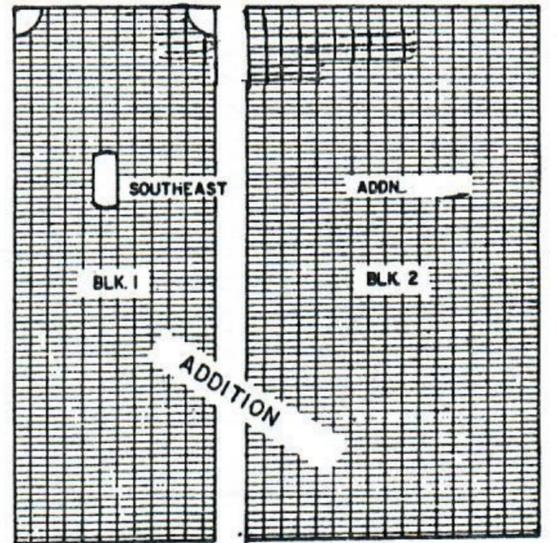
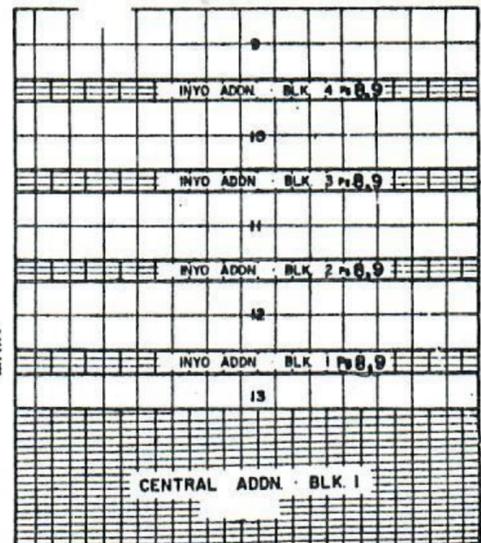
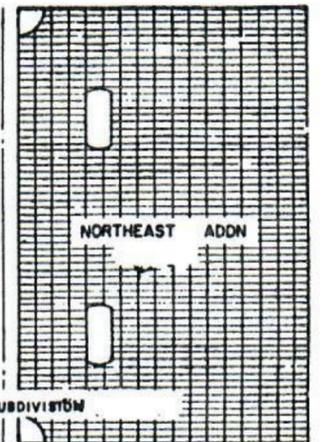
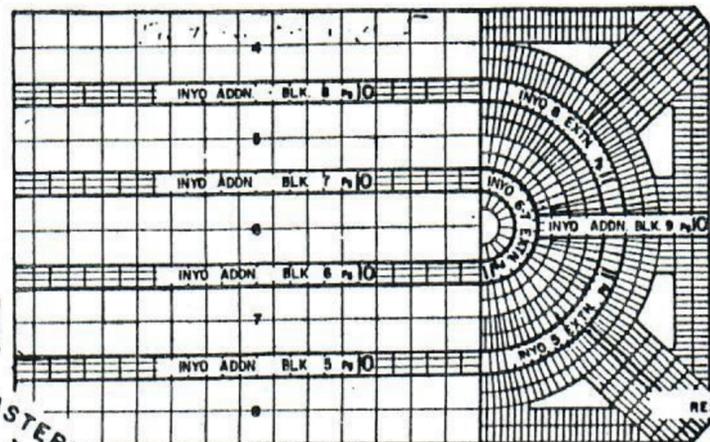
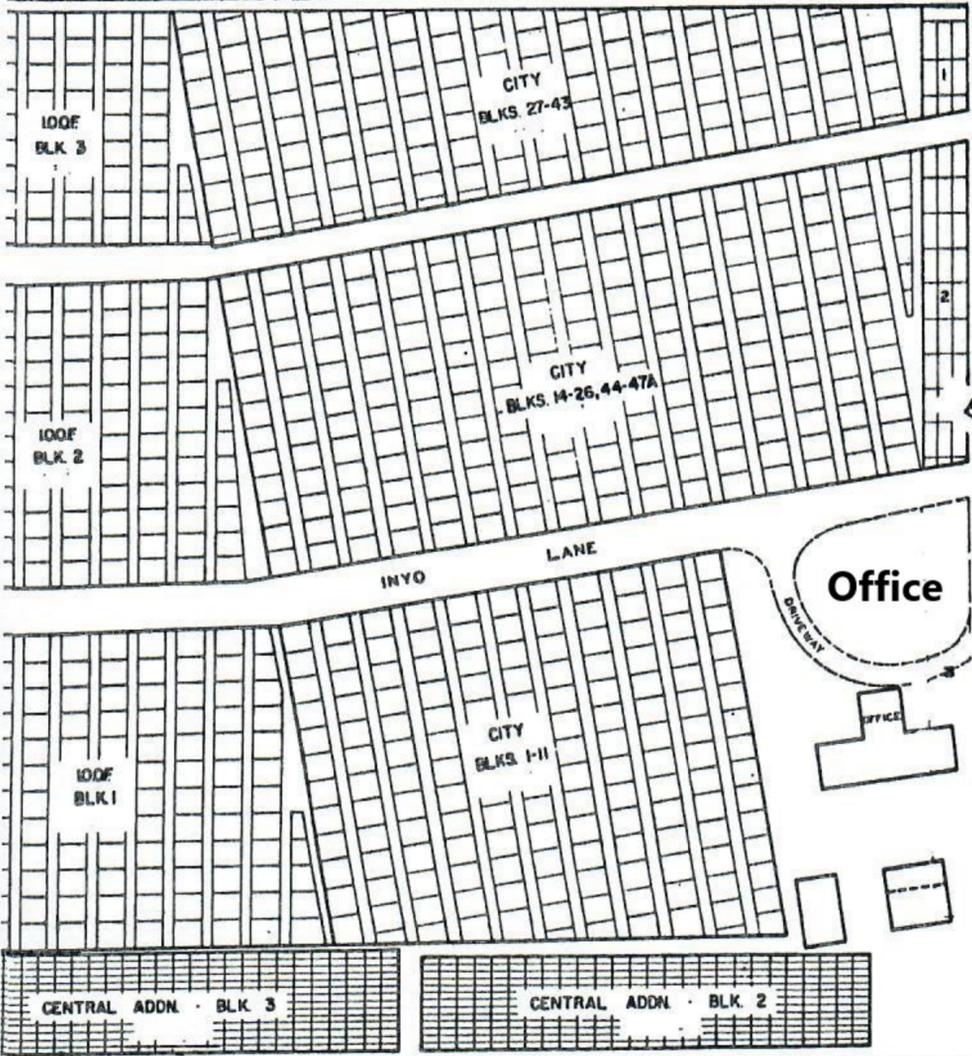
1580

1579

Looking West

KERN STREET

MAIN GATE



SONORA STREET

THE TULARE PUBLIC CEMETERY DISTRICT

