

# Tulare Public Cemetery District

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

## BOARD AGENDA

**Special Board Meeting**  
**October 28, 2021**  
**3:45 P.M.**

### PRELIMINARIES:

- 1.1 Call to Order
- 1.2 Roll Call
- 1.3 Public Comments (Three (3) Minutes Per Person)
- 1.4 Trustee Comments (Three (3) Minutes Per Person)

### 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 Ratifying Boot Barn Grant Account
- 2.2 Ratifying Alternative Vehicle Grant

### 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.

# BOOT BARN® WORK

## NEW ACCOUNT APPLICATION

////////////////////////////////////  
*All sections must be completed*

Any and all sales of merchandise to Applicant shall be subject of the following terms and conditions:

- 1. Payment Terms:** Payment Terms are displayed on each invoice. If payment is made after the due date, Boot Barn may impose a monthly finance charge at a rate equal to 5% of the unpaid balance of the invoice price per month, commencing thirty (30) days after the due date. Boot Barn shall also be entitled to its cost of collecting, including reasonable attorney's fees. Acceptance of such finance charge by Boot Barn shall not constitute a waiver of any other rights Boot Barn may have due to Buyers' non-payment.
- 2. Taxes:** Buyer agrees to pay all federal, state, city and local use, sales, excise, receipts, and similar taxes applicable to the sale or use of the merchandise sold to Buyer. Upon request, Buyer shall provide to Boot Barn a copy of their Resale Certificate.
- 3. Boot Barn Policies and Procedures:** Buyer acknowledges and agrees that all sales of merchandise hereunder are subject to the then current and applicable policies and procedures set forth in Boot Barn Policies and Procedures Manual, including, without limitation, Boot Barn's policies with respect to return of merchandise and any related credits for such returns.
- 4. Boot Barn Commercial Accounts** are not eligible to participate in the Boot Barn Rewards Program.

As an authorized representative of the applicant herein, I acknowledge and agree that the applicant shall be bound by the Terms and Conditions set forth above. Further, I authorize Boot Barn to obtain such credit information as is deemed necessary, including bank and trade references, to process this request for credit.

Company Name: Tulare Public Cemetery

Signature: [Handwritten Signature]

Title: District Manager

Print Name: Clara L. Bernardt

Date: 10/18/21

Please do not hesitate to contact us  
if you have any questions at 877- 857-9675 or  
[commercialaccounts@bootbarn.com](mailto:commercialaccounts@bootbarn.com)  
or visit us at [www.bootbarn.com/commercialaccounts](http://www.bootbarn.com/commercialaccounts)

Please email your completed application to: [creditapp@bootbarn.com](mailto:creditapp@bootbarn.com)

## Clara Bernardo

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**From:** Shannon Mazanowski <shannonm@zeronox.com>  
**Sent:** Wednesday, October 27, 2021 8:38 AM  
**To:** Clara Bernardo  
**Subject:** Re: grant approval  
**Attachments:** Tuatara Brochure 2021.pdf; ION EC4 Brochure 2021.pdf; Tuatara E1500 Showcase picture .jpg

Hello! I just tried to call, but it wasn't going through. I was just going over your account with my manager to make sure everything is in order. It looks like we have you down for (2) Tuataras and (2) EC4's. It looks like the old quotes still have Leonor's name on them. Did you have a chance to change the signing authority with the air district? If not, that will be the first step that you will want to do. You will also want to ask about an extension because January is sneaking right up on us, and with the last time, we are a little behind. We can get you new quotes with the proper signing authority on there and everything for you so you can have that to send to the air district.

You will need to contact Ashley Burrow: [ashley.burrow@valleyair.org](mailto:ashley.burrow@valleyair.org) 559-230-5869. She will let you know what you need to do for that extension and signing authority update. Let me know if you have any other questions. You can call or email me, whatever is easier. I have my manager working on your updated quotes and invoices, so I will send those over as soon as I can! For now I will attach the brochures for the 2 vehicles that you will be getting. I see 2 of each, so let me know if there is any change on that, and we will need to update that with the air district is necessary as well.

Shannon Mazanowski  
559-361-6726  
[www.zeronox.com](http://www.zeronox.com)



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**From:** Clara Bernardo <clara@tularecemetery.net>  
**Sent:** Monday, October 25, 2021 4:47 PM  
**To:** Shannon Mazanowski <shannonm@zeronox.com>  
**Subject:** grant approval

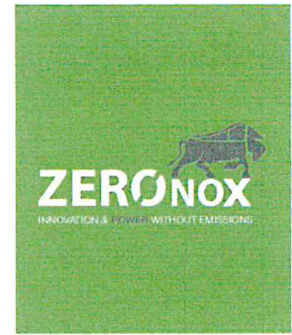
Please call me when you have a chance. We have a board meeting this week and want to resolve this as soon as we can. Thank you so much for your patience.

***Clara L. Bernardo***  
***District Manager***

**Quote Details**

Quote #: JE- 1230  
 Date: October 27, 2021  
 Consultant: CR/SM

**QUOTE**



**Prepared for**

Tulare Public Cemetery District  
 900 E Kern Avenue  
 Tulare, CA 93274  
 559-686-5544

Clara Bernardo  
 clara@tulareemetery.com  
 559-686-5544

**ZeroNox Contact**




ZeroNox Headquarters  
 1343 S. Main Street  
 Porterville, CA 93257



559-560-8013 (office)



sales@zeronox.com

ITEM DESCRIPTION:	QUANTITY:	UNIT PRICE:	TOTAL:
<b>2021 ION EC4 Electric Utility Vehicle –</b> Passenger Capacity: 5 Person w/ utility bed Vehicle: Fiberglass and steel construction, laminated glass windshield, horn, seatbelts, and radio Lights: Front headlights, taillights, and brake lights Suspension: Front and rear suspension with vibration absorber Tires: 4 standard rubber tires Vehicle Weight: 2,500 lbs. Load Capacity: 1,350 lbs. GVWR: 3,850 lbs.	<b>2 Units</b>	<b>\$19,995.00</b> (fleet pricing)	<b>\$39,990.00</b>
			
<b>ZeroNox Battery System –</b> Battery Module: ZeroNox LFP Battery 72V / 144Ah Battery Management System: ZeroNox BMS Total Power: 8 kWh Run Time: Estimated 50 miles fully charged Cycle Life: 2,000+ cycles	<b>2 Units</b>	<b>Included</b>	<b>Included</b>
<b>ZeroNox Battery Charger –</b> Onboard Charger and Charging Cable: 110V input, 72V output (Estimated 8 hr. charge time)	<b>2 Units</b>	<b>\$500.00</b>	<b>\$1,000.00</b>
<b>Standard Warranties:</b> ZeroNox Battery System: ..... Vehicle Drive Train: ..... Vehicle Parts: .....	<b>2 Units</b>	<b>Included</b>	<b>Included</b>
			36 months or 50,000 miles* 24 months or 30,000 miles 90 days or 5,000 miles
<b>Delivery and Setup:</b>	<b>2 Units</b>	<b>\$150.00</b>	<b>\$300.00</b>
		<b>Subtotal:</b>	<b>\$41,290.00</b>
		<b>Taxes (8.25%):</b>	<b>\$3,406.43</b>
		<b>Vehicle Total:</b>	<b>\$44,696.43</b>

<b>Extended Battery Warranties (Optional):</b>			
Additional 36 months or 25,000 miles	<b>2 Units</b>	<b>\$1,500.00/unit</b>	<b>\$3,000.00</b>
Additional 84 months or 50,000 miles	<b>2 Units</b>	<b>\$2,500.00/unit</b>	<b>\$5,000.00</b>

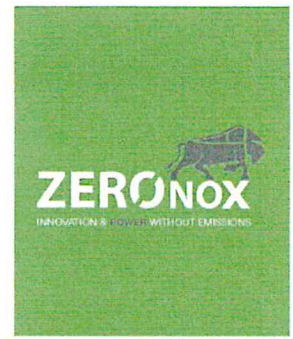
- **Extended Battery Warranty** is additional and not covered by grant funding.
- Quote good for 30 days.
- \*Battery will maintain greater than 80% SOH during standard warranty period under normal usage.



**Quote Details**

Quote #: JE-1220  
 Date: October 27, 2021  
 Consultant: CR/JC

QUOTE



**Prepared for**

Tulare Public Cemetery District  
 900 E Kern Avenue  
 Tulare, CA 93274  
 559-686-5544

Clara Bernardo  
 559-686-5544  
 clara@tularecemetery.com

**ZeroNox Contact**




ZeroNox Headquarters  
 1343 S. Main Street  
 Porterville, CA 93257



559-560-8013 (office)



sales@zeronox.com

ITEM DESCRIPTION:	QUANTITY:	UNIT PRICE:	TOTAL:
<b>2021 Tuatara E1000 Electric UTV –</b> Passenger Capacity: 3 Person w/ utility bed Vehicle: Steel construction, plexiglass windshield, racks, radio, horn, and seatbelts Lights: Front headlights, taillights, and brake lights Suspension: Front independent wishbone with preload adjustable Rear double wishbone with preload adjustable Tires: 4 standard rubber tires Vehicle Weight: 2,380 lbs. Load Capacity: 2,170 lbs. GVWR: 4,550 lbs. MOTOR: 10kW	<b>2 Units</b>	<b>\$19,995.00</b>	<b>\$39,990.00</b>
			
<b>ZeroNox Battery System –</b> Battery Module: ZeroNox LFP Battery 72V / 105Ah Battery Management System: ZeroNox BMS Total Power: 8 kWh Run Time: Estimated 40 miles fully charged	<b>2 Units</b>	<b>Included</b>	<b>Included</b>
<b>ZeroNox Battery Charger –</b> Onboard Charger and Charging Cable: 110V input, 72V output (Estimated 8 hr. charge time)	<b>2 Units</b>	<b>\$500.00</b>	<b>\$1,000.00</b>
<b>Standard Warranties:</b> ZeroNox Battery System: ..... Vehicle Drive Train: ..... Vehicle Parts: .....	<b>2 Units</b>	<b>Included</b>	<b>Included</b>
			36 months or 50,000 miles* 24 months or 30,000 miles 90 days or 5,000 miles
<b>Delivery and Setup:</b>	<b>2 Units</b>	<b>\$150.00</b>	<b>\$300.00</b>
		<b>Subtotal:</b>	<b>\$41,290.00</b>
		<b>Taxes(8.25%):</b>	<b>\$3,406.43</b>
		<b>Vehicle Total:</b>	<b>\$44,696.43</b>

<b>Extended Battery Warranties (Optional):</b>			
Additional 36 months or 25,000 miles	<b>2 Units</b>	<b>\$1,500.00/unit</b>	<b>\$3,000.00</b>
Additional 84 months or 50,000 miles	<b>2 Units</b>	<b>\$2,500.00/unit</b>	<b>\$5,000.00</b>

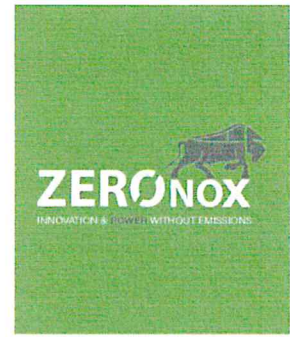
- **Extended Battery Warranty** is additional and not covered by grant funding.
- Quote good for 30 days.
- \*Battery will maintain greater than 80% SOH during standard warranty period.



**Invoice Details**

Invoice #: JE- 1230  
 Date: October 27, 2021  
 Consultant: CR/SM

# INVOICE



**Prepared for**

Tulare Public Cemetery District  
 900 E Kern Avenue  
 Tulare, CA 93274  
 559-686-5544

Clara Bernardo  
 clara@tulareemetery.com  
 559-686-5544

**ZeroNox Contact**



ZeroNox Headquarters  
 1343 S. Main Street  
 Porterville, CA 93257



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sales@zeronox.com

**ITEM DESCRIPTION: QUANTITY: UNIT PRICE: TOTAL:**

**2021 ION EC4 Electric Utility Vehicle – 2 Units \$19,995.00 \$39,990.00**  
 Passenger Capacity: 5 Person w/ utility bed (fleet pricing)  
 Vehicle: Fiberglass and steel construction, laminated glass windshield, horn, seatbelts, and radio  
 Lights: Front headlights, taillights, and brake lights  
 Suspension: Front and rear suspension with vibration absorber  
 Tires: 4 standard rubber tires  
 Vehicle Weight: 2,500 lbs.  
 Load Capacity: 1,350 lbs.  
 GVWR: 3,850 lbs.



**ZeroNox Battery System – 2 Units Included Included**  
 Battery Module: ZeroNox LFP Battery 72V / 144Ah  
 Battery Management System: ZeroNox BMS  
 Total Power: 8 kWh  
 Run Time: Estimated 50 miles fully charged  
 Cycle Life: 2,000+ cycles

**ZeroNox Battery Charger – 2 Units \$500.00 \$1,000.00**  
 Onboard Charger and Charging Cable: 110V input, 72V output  
 (Estimated 8 hr. charge time)

**Standard Warranties: 2 Units Included Included**  
 ZeroNox Battery System: ..... 36 months or 50,000 miles\*  
 Vehicle Drive Train: ..... 24 months or 30,000 miles  
 Vehicle Parts: ..... 90 days or 5,000 miles

**Delivery and Setup: 2 Units \$150.00 \$300.00**

Subtotal: \$41,290.00  
 Taxes (8.25%): \$3,406.43  
**Vehicle Total: \$44,696.43**

<b>Extended Battery Warranties (Optional):</b>			
Additional 36 months or 25,000 miles	<b>2 Units</b>	<b>\$1,500.00/unit</b>	<b>\$3,000.00</b>
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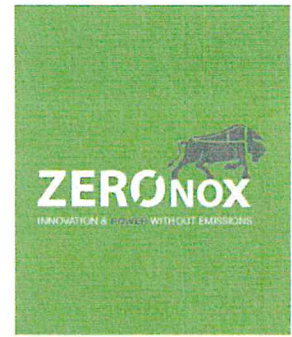
- **Down Payment:** 50% due upon receipt of invoice. Make all checks payable to ZeroNox
- **Full Payment:** Remaining balance due upon scheduled delivery.
- **Extended Battery Warranty:** warranty is additional and not covered by grant funding.
- **Delivery:** Delivery timeframe is End of Q1-Q2 2022.
- \*Battery will maintain greater than 80% SOH state of health (SOH) during standard battery warranty time period of 36 months.



**Invoice Details**

Invoice #: JE-1220  
 Date: October 27, 2021  
 Consultant: CR/JC

# INVOICE



**Prepared for**

Tulare Public Cemetery District  
 900 E Kern Avenue  
 Tulare, CA 93274  
 559-686-5544

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ITEM DESCRIPTION:	QUANTITY:	UNIT PRICE:	TOTAL:
<b>2021 Tuatara E1000 Electric UTV –</b>	<b>2 Units</b>	<b>\$19,995.00</b>	<b>\$39,990.00</b>

**Passenger Capacity:** 3 Person w/ utility bed  
**Vehicle:** Steel construction, plexiglass windshield, racks, radio, horn, and seatbelts  
**Lights:** Front headlights, taillights, and brake lights  
**Suspension:** Front independent wishbone with preload adjustable  
 Rear double wishbone with preload adjustable  
**Tires:** 4 standard rubber tires  
**Vehicle Weight:** 2,380 lbs.  
**Load Capacity:** 2,170 lbs.  
**GVWR:** 4,550 lbs.  
**MOTOR:** 10kW



<b>ZeroNox Battery System –</b>	<b>2 Units</b>	<b>Included</b>	<b>Included</b>
<b>Battery Module:</b> ZeroNox LFP Battery 72V / 105Ah			
<b>Battery Management System:</b> ZeroNox BMS			
<b>Total Power:</b> 8 kWh			
<b>Run Time:</b> Estimated 40 miles fully charged			

<b>ZeroNox Battery Charger –</b>	<b>2 Units</b>	<b>\$500.00</b>	<b>\$1,000.00</b>
<b>Onboard Charger and Charging Cable:</b> 110V input, 72V output (Estimated 8 hr. charge time)			

<b>Standard Warranties:</b>	<b>2 Units</b>	<b>Included</b>	<b>Included</b>
<b>ZeroNox Battery System:</b> .....	36 months or 50,000 miles*		
<b>Vehicle Drive Train:</b> .....	24 months or 30,000 miles		
<b>Vehicle Parts:</b> .....	90 days or 5,000 miles		

<b>Delivery and Setup:</b>	<b>2 Units</b>	<b>\$150.00</b>	<b>\$300.00</b>
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<b>Subtotal:</b>	<b>\$41,290.00</b>
<b>Taxes(8.25%):</b>	<b>\$3,406.43</b>
<b>Vehicle Total:</b>	<b>\$44,696.43</b>

<b>Extended Battery Warranties (Optional):</b>			
<b>Additional 36 months or 25,000 miles</b>	<b>2 Units</b>	<b>\$1,500.00/unit</b>	<b>\$3,000.00</b>
<b>Additional 84 months or 50,000 miles</b>	<b>2 Units</b>	<b>\$2,500.00/unit</b>	<b>\$5,000.00</b>

- **Down Payment:** 50% due upon receipt of invoice. Make all checks payable to ZeroNox
- **Full Payment:** Remaining balance due upon scheduled delivery.
- **Extended Battery Warranty:** warranty is additional and not covered by grant funding.
- **Delivery:** Delivery timeframe is End of Q1-Q2 2022.
- \*Battery will maintain greater than 80% SOH state of health (SOH) during standard battery warranty time period of 36 months.





-   
**HEIGHT**  
6FT 8IN
-   
**LENGTH**  
11FT 8IN
-   
**WIDTH**  
5FT
-   
**BED W X L**  
4FT 6IN X 5FT 3IN
-   
**RANGE**  
⚡50+ / 📄200+ MILES
-   
**TOP SPEED**  
⚡35 / 📄65MPH
-   
**PULL CAP.**  
4500LBS
-   
**LIFT CAP.**  
1200LBS
-   
**2" HITCH**  
2200LBS
-   
**LOAD CAP.**  
2200LBS

Travel into the deepest reaches of the wilderness, endure the most unforgiving weather and terrain and return home fully loaded with stories and bounty from your excursion. The Electric UTV by TUATARA Manufacturing is a purpose-built electric vehicle with steel construction and standard features that can't be found anywhere else. It also boasts a battery management system and drivetrain designed to outperform and outdistance an internal combustion engine. Like you, it was built for the wild.



# POWERFUL ZERONOX<sup>®</sup> BATTERY SYSTEM

We guarantee its endurance, reliability and resilience for years to come.

- 

**NO BATTERY MAINTENANCE CLEANINGS OR SERVICE REQ.**
- 

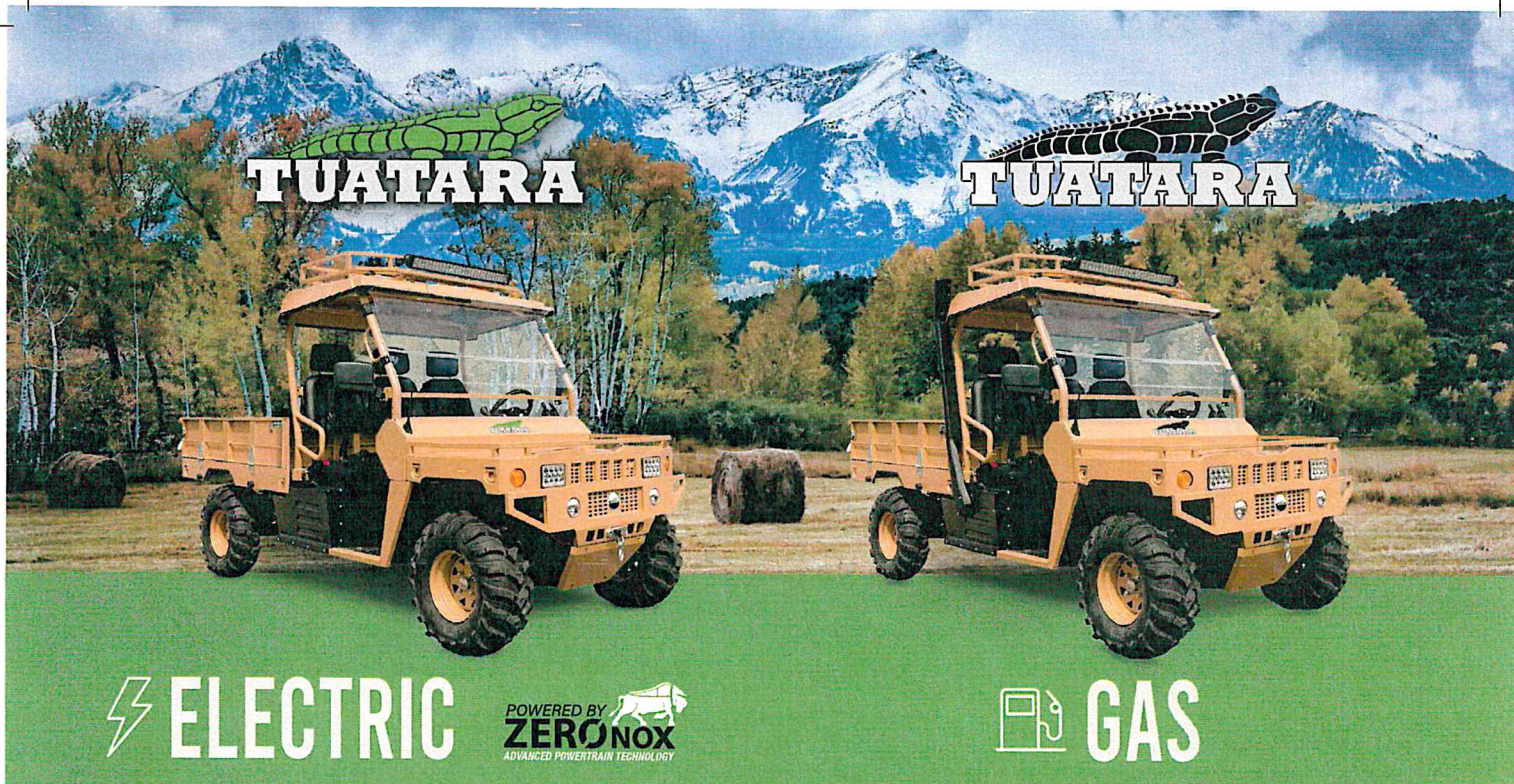
**3.5HR RAPID CHARGE & OPPORTUNITY CHARGING**
- 

**DOUBLE YOUR BATTERY RANGE**  
16kwh **PRO BATTERY**  
23kwh **PRO X BATTERY**
- 

**RESILIENT IN ALL CLIMATE & WEATHER CONDITIONS**
- 

**10 YEAR EXTENDED BATTERY WARRANTY**

www.zeronox.com • Phone: 877-405-0777 • Email: info@zeronox.com



**ELECTRIC**

POWERED BY  
**ZERONOX**  
ADVANCED POWERTRAIN TECHNOLOGY

**GAS**



## POWER & PERFORMANCE

<b>Top Speed:</b>	35 mph (Adjustable)
<b>Motor:</b>	15kW / 108V
<b>Max. Torque (Nm):</b>	90
<b>Cooling System:</b>	Liquid Cooled Motor
<b>Battery Type:</b>	ZeroNox Lithium Iron Phosphate
<b>Charge Time (110V):</b>	6+ HRS
<b>Charge Time (220V):</b>	3.5 HRS
<b>Transmission:</b>	Automatic
<b>Final Drive:</b>	Shaft drive, 2WD & 4WD selectable, differential lock front and rear individually selectable



## POWER & PERFORMANCE

<b>Top Speed:</b>	65 mph
<b>Horse Power:</b>	69
<b>Max. Torque (Nm):</b>	93
<b>Cooling System:</b>	Liquid Cooled
<b>Final Drive:</b>	2WD or 4WD Selectable Rear & Front Differential Locks
<b>Engine Model:</b>	Chery In-Line Vertical, Three Cylinder Water Cooled, DOHC, 12 Valve
<b>Fuel Grade:</b>	High Octane Fuel (91 or Better)
<b>Starter:</b>	12v Electric
<b>Transmission:</b>	Manual (5 Forward, 1 Reverse)
<b>Clutch:</b>	Hydraulic

### BOTH MODELS INCLUDE



## CAPACITY

<b>Fuel Capacity:</b>	13.21 Gallons
<b>Oil Capacity:</b>	3.5L (with filter)
<b>Seats with Seat belts:</b>	3 People
<b>Hitch Capacity:</b>	2,000 lbs
<b>Winch Pulling Capacity:</b>	3,000 lbs
<b>Towing Capacity:</b>	2,200 lbs
<b>Gross Vehicle Weight Rating:</b>	4,550 lbs
<b>Total Load Capacity:</b>	2,170 lbs
<b>Cargo Bed:</b>	1,200 lbs
<b>Front Rack:</b>	330 lbs
<b>Roof Rack:</b>	110 lbs
<b>Passengers:</b>	530 lbs



## MATERIAL

<b>Construction:</b>	Steel
<b>Tires:</b>	26 x 11 - 12 CST (All Terrain)
<b>Suspension (Front):</b>	Independent Wishbone with Preload Adjustable
<b>Suspension (Rear):</b>	Independent Double Wishbone with Preload Adjustable
<b>Brakes:</b>	Dual Independent Hydraulic Disc Brakes



## DIMENSIONS

<b>Vehicle Weight (Empty):</b>	2,380 lbs
<b>Ground Clearance:</b>	12"
<b>Wheel Base:</b>	97"
<b>Overall Height:</b>	6' 9"
<b>Overall Width:</b>	5' 1"
<b>Overall Length:</b>	10' 8"
<b>Bed Width:</b>	5' 1"
<b>Bed Length:</b>	5' 6"
<b>Bed Height:</b>	11"

**ZERONOX**



# ION

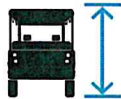
## 5 SEAT ESTATE CARTS



WIDTH  
5.09 FT



LENGTH  
13.5 FT



HEIGHT  
6.4 FT



PASSENGERS  
5 ADULTS



RADIUS  
17.78 FT



CAPACITY  
1350 LBS



WEIGHT  
2,500 LBS



## ION EC4

### A POWERFUL ELECTRIC UTILITY VEHICLE

The EC4 is a powerful all-electric utility vehicle. We built it to handle tough work environments with long hours. With the ZeroNox battery upgrade, this model can operate for 60+ miles before needing a recharge. With four people on board the EC4 can still reach speeds up to 30 miles per hour and can handle a loads in excess of half a ton. It only takes 3.5 hours to return to a full battery charge and requires zero battery maintenance throughout the years.



SET GRADE  
≥ 20%



RANGE  
60+ MILES



TOP SPEED  
31MPH

ION EVS.COM  
RESERVE YOUR PLACE

8333-ION-EVS  
24HR SERVICE LINE

POWERED BY  
**ZERONOX**  
 ADVANCED BATTERY TECHNOLOGY



# POWERFUL ZERONOX BATTERY SYSTEM

We guarantee its **endurance**, **reliability** and **resilience** for years to come.



NO BATTERY  
 MAINTENANCE,  
 CLEANINGS  
 OR SERVICE



RAPID  
 CHARGING  
 CAPABILITY



40% MORE  
 EFFICIENT THAN  
 THE INDUSTRY  
 STANDARD



OPPORTUNITY  
 CHARGING  
 CAPABILITY



100% RECYCLABLE  
 BATTERIES



LONGER  
 RUN TIMES



4X THE LIFE SPAN  
 COMPARED TO  
 INDUSTRY STANDARD



EXTENSIVE  
 WARRANTY



SIGNIFICANTLY  
 LOWER MONTHLY  
 OPERATING COSTS



RESILIENT TO HOT  
 AND COLD  
 TEMPERATURES

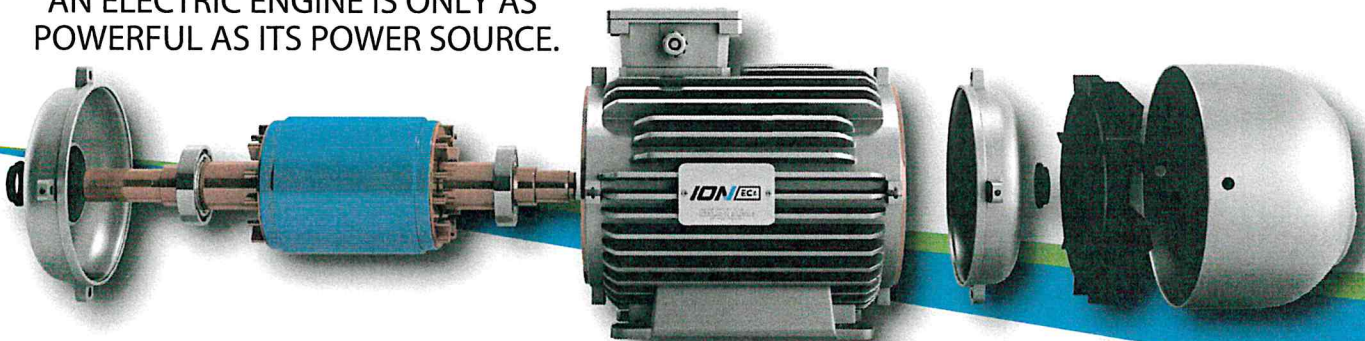


ADVANCED BATTERY  
 MANAGEMENT  
 SYSTEM



24/7  
 TECHNICAL  
 SERVICE NUMBER

AN ELECTRIC ENGINE IS ONLY AS  
 POWERFUL AS ITS POWER SOURCE.





# 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

---

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.



# San Joaquin Valley Air Pollution Control District

## Public Benefit Grant Program - Claim for Payment Form

### New Alternative Fuel Vehicle Purchase

Project Number:

Payee/Grantee : \_\_\_\_\_

Address : \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Please check one of the following :	<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Trust/Estate
	<input type="checkbox"/> C Corporation (C Corp)	<input type="checkbox"/> Other _____
	<input type="checkbox"/> S Corporation (S Corp)	<input type="checkbox"/> Limited Liability Company
	<input type="checkbox"/> Partnership	(C=C Corp, S= S Corp, P=Partnership) ▶ _____

Federal Tax I.D. # : \_\_\_\_\_  
 Social Security # : \_\_\_\_\_  
 Telephone # : \_\_\_\_\_

Date of Invoice	New Vehicle Make & Model	VIN or Vehicle Serial #	Amount Paid	Grant Amount
<b>Total Claim</b>				<input style="width: 100px;" type="text"/>

Signature of Signing Authority \_\_\_\_\_ Date \_\_\_\_\_

#### For District Use Only

<p style="text-align: center;"><u>For District Use Only</u></p> <p>SJVUAPCD Approval _____ Date _____</p> <p style="text-align: center;"><u>Administrative Services Use Only</u></p> <p>Audited By _____ Date _____</p> <p>Reviewed By _____ Date _____</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Object</th> <th>Fund</th> <th>Year</th> <th>Dept</th> <th>Sub-Dept</th> <th>Type</th> <th>Program</th> <th>Phase</th> <th>Entity</th> <th>Amount</th> <th>1099 Code</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td>1</td> <td>90</td> <td>92</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Stipend</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Expense</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td>Table</td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table> <p>Vendor Number: _____ \$ _____</p>	Object	Fund	Year	Dept	Sub-Dept	Type	Program	Phase	Entity	Amount	1099 Code			1	90	92							Stipend											Expense											Table										
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Stipend																																																								
Expense																																																								
Table																																																								

**\*\*\*CONTRACT SIGNING AUTHORITY MUST SIGN THIS FORM\*\*\***

# Zero Nox Inc.

525 N. Main St.  
 Porterville, CA 93257  
 Phone: 559-560-8013  
[www.zeronox.com](http://www.zeronox.com)

Quote JE-1220




CONSULTANT <i>CR</i>	DATE <i>2/27/2020</i>	INVOICE # <i>JE-1220</i>
-------------------------	--------------------------	-----------------------------

### Quote For:

Tulare Public Cemetery District  
 900 E Kern Avenue  
 Tulare, CA 93274  
 559-686-5544

### Contact Person:

Leonor Castaneda  
[leonortcd@outlook.com](mailto:leonortcd@outlook.com)  
 559-685-1263

Item Description	Quantity	Cost	Total
<b>2020 EFC2 Utility Cart – “eTuatara”</b> Battery System: LFP 72V/8KW Series (50 miles fully charged) Passenger Capacity: 3 Person w/ utility bed Fiberglass roof with plexiglass windshield Front headlights, signal lights, taillights, brake lights, horn, & seatbelts Front suspension Independent Wishbone with Preload Adjustable Rear suspension Double Wishbone with Preload Adjustable 4 Standard Rubber Tires Vehicle Weight: 2,350 lbs Load Capacity: 1,100 lbs 	2	\$19,995.00	\$39,990.00
Charger: 110V input, 72V output	2	\$500.00	\$1,000.00
ZeroNox Battery Warranty: 36 months or 50,000 miles	INC		
Freight and DMV Fee	INC		
		Subtotal	\$40,990.00
		Tax – 8.25%	\$3,381.68
<b>TOTAL</b>			<b>\$44,371.68</b>

# Zero Nox Inc.

525 N. Main St.  
 Porterville, CA 93257  
 Phone: 559-560-8013  
[www.zeronox.com](http://www.zeronox.com)

Quote JE-1230




CONSULTANT <i>CR</i>	DATE <i>2/27/2020</i>	INVOICE # <i>JE-1230</i>
-------------------------	--------------------------	-----------------------------

## Quote For:

Tulare Public Cemetery District  
 900 E Kern Avenue  
 Tulare, CA 93274  
 559-686-5544

## Contact Person:

Leonor Castaneda  
[leonortcd@outlook.com](mailto:leonortcd@outlook.com)  
 559-685-1263

Item Description	Quantity	Cost	Total
<b>2020 EC4 Utility Cart</b> Battery System: NMC 72V/5KW Series (approx. 45 miles fully charged) Passenger Capacity: 4 Person w/ utility bed Fiberglass roof with laminated windshield Front headlights, signal lights, taillights, and brake lights Horn, seatbelts, and radio Front and rear suspension with vibration absorber 4 Standard Rubber Tires Vehicle Weight: 2,500 lbs Load Capacity: 1,350 lbs 	2	\$19,995.00	\$39,990.00
Charger: 110V input, 72V output	2	\$500.00	\$1,000.00
ZeroNox Battery Warranty: 36 months or 50,000 miles	INC		
Freight and DMV Fee	INC		
		Subtotal	\$40,990.00
		Tax -8.25%	\$3,381.68
<b>TOTAL</b>			<b>\$44,371.68</b>

Please return all completed applications to:  
 SJVAPCD Strategies and Incentives Department  
 1990 East Gettysburg Avenue; Fresno, CA 93726-0244



**San Joaquin Valley**  
**AIR POLLUTION CONTROL DISTRICT**

PUBLIC BENEFIT GRANTS PROGRAM  
**New Alternative Fuel Vehicle Purchase**  
**Application**

***Applicant Information***

1. Public Agency Name (as it appears on Form W-9): Tulare Public Cemetery District		
2. Tax ID: Taxpayer ID Number (TIN) <u>94-6001459</u>		
3. Address: 900 E. Kern Avenue		
4. City: Tulare	5. State: CA	6. ZIP Code: 93274
7. Mailing Address (if different from above):		
8. City:	9. State:	10. ZIP Code:
11. Have you applied to any other grant programs for any vehicle in this application? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Name of Grant Program(s): _____		

***Primary Contact Information***

1. First Name: Leonor		2. Last Name: Castaneda	
3. Title: Manager		4. E-Mail: leonortcd@outlook.com	
5. Phone Number: (559) 686-5544	6. Alternate Contact Number:	7. Fax Number: (559) 686-7484	

***Contract Signing Authority***

1. First Name: Stephen		2. Last Name: Presant	
3. Title: Chairperson			



**New Vehicle Activity Information- Complete a separate page for each vehicle make/model**

**\*If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity**

1. Number of vehicles with same vehicle activity: <b>Two</b>		
2. Use within SJVAPCD boundaries: <u>100</u> %	3. Use within CA boundaries: <u>100</u> %	4. Estimated Annual Vehicle Usage (per vehicle): <u>500</u>
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): <b>pool vehicle, staff transport, maintenance</b>		
6. Please mark the reason for purchasing the new vehicle(s): <input checked="" type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: gasoline quads  <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced:  <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____
--------------------

**New Vehicle Activity Information**

1. Number of vehicles with same vehicle activity: <b>two</b>		
2. Use within SJVAPCD boundaries: <u>100</u> %	3. Use within CA boundaries: <u>100</u> %	4. Estimated Annual Vehicle Usage (per vehicle): <u>500</u>
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): <b>patrolling, guest transport</b>		
6. Please mark the reason for purchasing the new vehicle(s): <input checked="" type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: gasoline vehicles  <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced:  <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): _____
--------------------

## Signature Form

Signing Authority to *initial and sign in blue ink*

### Certifications

By **initialing each of the following sections**, I certify that I have read the Eligibility Criteria and Application Guidelines and agree to **ALL** of the following terms and conditions:

The new vehicle(s) will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD for at least three (3) years from the date the vehicle is placed into service.

Initial \_\_\_\_\_

The new vehicle(s) will be used by a public agency located within the geographic area of the SJVAPCD.

Initial \_\_\_\_\_

The vehicle(s) purchased is/are a new OEM **electric, plug-in hybrid, or alternative fuel** vehicle(s) eligible for this program in accordance with the program guidelines.

Initial \_\_\_\_\_

Appropriate fueling or charging infrastructure for the new vehicle(s) is or will be readily available or accessible.

Initial \_\_\_\_\_

Any funding received, including funding from other sources, combined with this grant will not exceed the full cost of the new vehicle(s).

Initial \_\_\_\_\_

Additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project are disclosed on the application.

Initial \_\_\_\_\_

Project match funding is reasonably available to complete the project in a timely manner.

Initial \_\_\_\_\_

Applicant will not purchase or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD.

Initial \_\_\_\_\_

SJVAPCD maintains the right to inspect the new vehicle(s) at any time during the contract period.

Initial \_\_\_\_\_

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.

\_\_\_\_\_  
Signing Authority Signature

\_\_\_\_\_  
Date

## Application Packet Checklist

When submitting a project for consideration, submit a **complete** application packet. An incomplete application packet will lengthen the application processing time and delay possible incentive funding. A complete application packet includes the following items:

- Completed **Application** (Pages 1 thru 3), no required fields blank.
- Completed **Signature Form** (Page 4), signed in **blue ink**.
- First page of IRS **Form W-9**.
- Dated and itemized dealer **quote** for the new vehicle(s).
  - The quote must provide a breakdown of the total cost of the new vehicle and warranty (if not included in the purchase price), and include specific vehicle and engine information such as make, model, model year, engine horse power or watts, and vehicle GVWR.
- Resolution** from the Applicant's governing body (i.e. City Council or County Board of Supervisors), or other documentation signed by a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual authorized to implement the new vehicle project.
- If applicable, documentation which demonstrates future availability/accessibility **and** specifies the timeframe when infrastructure will be available/accessible. Only applicants who currently do not have infrastructure, or access to infrastructure, specific to the new vehicle(s) applied for in this project are required to submit this documentation.



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
requester. Do not  
send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	<b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Tulare Public Cemetery District	
	<b>2</b> Business name/disregarded entity name, if different from above	
	<b>3</b> Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Special District - Local Government</b>	
	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>1</u> Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	<b>5</b> Address (number, street, and apt. or suite no.) 900 E. Kern Avenue	
	<b>6</b> City, state, and ZIP code Tulare, CA 93274	
	<b>7</b> List account number(s) here (optional)	

<b>Part I Taxpayer Identification Number (TIN)</b>																																															
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.																																															
<b>Note.</b> If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.																																															
	<table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;"><b>Social security number</b></td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td colspan="3" style="text-align: center;">-</td><td colspan="3" style="text-align: center;">-</td><td colspan="3"></td></tr> </table> <p style="text-align: center;"><b>or</b></p> <table border="1" style="margin: auto;"> <tr><td colspan="9" style="text-align: center;"><b>Employer identification number</b></td></tr> <tr><td style="width: 20px; height: 20px; text-align: center;">9</td><td style="width: 20px; height: 20px; text-align: center;">4</td><td style="width: 20px; height: 20px; text-align: center;">-</td><td style="width: 20px; height: 20px; text-align: center;">6</td><td style="width: 20px; height: 20px; text-align: center;">0</td><td style="width: 20px; height: 20px; text-align: center;">0</td><td style="width: 20px; height: 20px; text-align: center;">1</td><td style="width: 20px; height: 20px; text-align: center;">4</td><td style="width: 20px; height: 20px; text-align: center;">5</td><td style="width: 20px; height: 20px; text-align: center;">9</td></tr> </table>	<b>Social security number</b>																		-			-						<b>Employer identification number</b>									9	4	-	6	0	0	1	4	5	9
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9	4	-	6	0	0	1	4	5	9																																						

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and	
3. I am a U.S. citizen or other U.S. person (defined below); and	
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.





Please return all completed applications to:  
 SJVAPCD Strategies and Incentives Department  
 1990 East Gettysburg Avenue; Fresno, CA 93726-0244



**San Joaquin Valley**  
**AIR POLLUTION CONTROL DISTRICT**

**PUBLIC BENEFIT GRANTS PROGRAM**  
**New Alternative Fuel Vehicle Purchase**  
**Application**

**Applicant Information**

1. Public Agency Name (as it appears on Form W-9): Tulare Public Cemetery District		
2. Tax ID: Taxpayer ID Number (TIN) 94-6001459		
3. Address: 900 E. Kern Avenue		
4. City: Tulare	5. State: CA	6. ZIP Code: 93274
7. Mailing Address (if different from above):		
8. City:	9. State:	10. ZIP Code:
11. Have you applied to any other grant programs for any vehicle in this application? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Name of Grant Program(s): _____		

**Primary Contact Information**

1. First Name: Leonor		2. Last Name: Castaneda	
3. Title: Manager		4. E-Mail: leonortcd@outlook.com	
5. Phone Number: (559) 686-5544	6. Alternate Contact Number:	7. Fax Number: (559) 686-7484	

**Contract Signing Authority**

1. First Name: Stephen		2. Last Name: Presant	
3. Title: Chairperson			



**New Vehicle Activity Information- Complete a separate page for each vehicle make/model**  
**\*If applying for multiple vehicles that will be performing different activities, please complete a separate section for each different vehicle activity**

1. Number of vehicles with same vehicle activity: <b>Two</b>		
2. Use within SJVAPCD boundaries: <u>100</u> %	3. Use within CA boundaries: <u>100</u> %	4. Estimated Annual Vehicle Usage (per vehicle): <u>500</u>
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): <b>pool vehicle, staff transport, maintenance</b>		
6. Please mark the reason for purchasing the new vehicle(s): <input checked="" type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: gasoline quads  <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced:  <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): \_\_\_\_\_

**New Vehicle Activity Information**

1. Number of vehicles with same vehicle activity: <b>two</b>		
2. Use within SJVAPCD boundaries: <u>100</u> %	3. Use within CA boundaries: <u>100</u> %	4. Estimated Annual Vehicle Usage (per vehicle): <u>500</u>
5. Vehicle Vocation/Use (examples: law enforcement, emergency services, commuting, patrol, pool vehicle, etc.): <b>patrolling, guest transport</b>		
6. Please mark the reason for purchasing the new vehicle(s): <input checked="" type="checkbox"/> Fleet Expansion - Please list the vehicle(s) you would have purchased had you not applied for this grant: gasoline vehicles  <input type="checkbox"/> Vehicle Replacement - Please list the year, make, and model of the vehicle(s) to be replaced:  <input type="checkbox"/> Other - Please specify:		

Internal use only

GMS Unit(s): \_\_\_\_\_

## Signature Form

**Signing Authority to initial and sign in blue ink**

### Certifications

By initialing each of the following sections, I certify that I have read the Eligibility Criteria and Application Guidelines and agree to **ALL** of the following terms and conditions:

- Initial SL The new vehicle(s) will be based within the geographic area of the SJVAPCD and seventy-five percent (75%) or more of the vehicle miles traveled or fuel consumption will be within the boundaries of the SJVAPCD for at least three (3) years from the date the vehicle is placed into service.
- Initial SL The new vehicle(s) will be used by a public agency located within the geographic area of the SJVAPCD.
- Initial SL The vehicle(s) purchased is/are a new OEM electric, plug-in hybrid, or alternative fuel vehicle(s) eligible for this program in accordance with the program guidelines.
- Initial SL Appropriate fueling or charging infrastructure for the new vehicle(s) is or will be readily available or accessible.
- Initial SL Any funding received, including funding from other sources, combined with this grant will not exceed the full cost of the new vehicle(s).
- Initial SL Additional funding sources, or other financial incentive(s) and funding amounts to be used towards this project are disclosed on the application.
- Initial SL Project match funding is reasonably available to complete the project in a timely manner.
- Initial SL Applicant will not purchase or take delivery of the new vehicle(s) until receiving an executed contract with the SJVAPCD.
- Initial SL SJVAPCD maintains the right to inspect the new vehicle(s) at any time during the contract period.

I hereby certify that all information provided in this application and any attachments are true and correct to the best of my knowledge.

Stephen Prasad  
Signing Authority Signature

May 5, 2020  
Date

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Tulare Public Cemetery District</b>		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input checked="" type="checkbox"/> Other (see instructions) ▶ <b>Special District - Local Government</b>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>1</u> Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) <b>900 E. Kern Avenue</b>	Requester's name and address (optional)	
	6 City, state, and ZIP code <b>Tulare, CA 93274</b>		
	7 List account number(s) here (optional)		

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

<b>Social security number</b>	
[ ] [ ] [ ] - [ ] [ ] - [ ] [ ] [ ] [ ]	<b>or</b>
<b>Employer identification number</b>	
9 4 - 6 0 0 1 4 5 9	

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>4-30-2020</u>
------------------	----------------------------	-------------------------

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



# Zero Nox Inc.

525 N. Main St.  
 Porterville, CA 93257  
 Phone: 559-560-8013  
[www.zeronox.com](http://www.zeronox.com)

Quote JE-1220




CONSULTANT JE	DATE 7/29/19	INVOICE # JE-1220
------------------	-----------------	----------------------

**Quote For:**

Tulare Public Cemetery District  
 900 E Kern Avenue  
 Tulare, CA 93274  
 559-686-5544

**Contact Person:**

Leonor Castaneda  
 leonortcd@outlook.com  
 559-685-1263

Item Description	Quantity	Cost	Total
<b>2019 EFC2 Utility Cart – “eTuatara”</b> Battery System: LA 72V/10KW Series (approx. 50 miles fully charged) Passenger Capacity: 2 Person w/ utility bed Fiberglass roof with laminated windshield Front headlights, signal lights, taillights, brake lights, horn, & seatbelts Front suspension Independent Wishbone with Preload Adjustable Rear suspension Double Wishbone with Preload Adjustable 4 Standard Rubber Tires (high grip) Vehicle Weight: 2,350 lbs Load Capacity: 1,100 lbs 	2	\$17,900.00	\$35,800.00
Charger: 110V input, 72V output	INC		
ZeroNox Battery Warranty: 2 years	INC		
Freight and DMV Fee	INC		
		Subtotal	\$35,800.00
		Tax – 8.25%	\$2,953.50
<b>TOTAL</b>			<b>\$38,753.50</b>

# Zero Nox Inc.

525 N. Main St.  
 Porterville, CA 93257  
 Phone: 559-560-8013  
[www.zeronox.com](http://www.zeronox.com)

Quote JE-1230




CONSULTANT JE	DATE 7/29/19	INVOICE # JE-1230
------------------	-----------------	----------------------

**Quote For:**

Tulare Public Cemetery District  
 900 E Kern Avenue  
 Tulare, CA 93274  
 559-686-5544

**Contact Person:**

Leonor Castaneda  
 leonortcd@outlook.com  
 559-685-1263

Item Description	Quantity	Cost	Total
<b>2019 EC4 Utility Cart</b> Battery System: LA 72V/5KW Series (approx. 45 miles fully charged) Passenger Capacity: 4 Person w/ utility bed Fiberglass roof with laminated windshield Front headlights, signal lights, taillights, and brake lights Horn, seatbelts, radio, and windshield wiper Front and rear suspension with vibration absorber 4 Standard Rubber Tires Vehicle Weight: 2,500 lbs Load Capacity: 1,350 lbs 	2	\$19,995.00	\$39,990.00
Charger: 110V input, 72V output	INC		
ZeroNox Battery Warranty: 2 years	INC		
Freight and DMV Fee	INC		
		Subtotal	\$39,990.00
		Tax -8.25%	\$3,299.18
<b>TOTAL</b>			<b>\$43,289.18</b>

## Tulare Public Cemetery Board Resolution 2019/20-5

It was approved by the Tulare Public Cemetery District Governing Board, that the following Resolution be adopted:

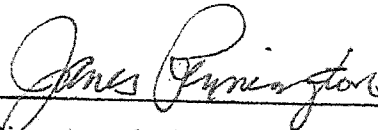
RESOLUTION AUTHORIZING THE BOARD CHAIRMAN TO MAKE APPLICATION FOR AND TO SIGN CERTAIN ASSURANCES WITH RESPECT TO APPLICATIONS FOR LOCAL, STATE AND FEDERAL PROGRAMS, PROJECTS OR GRANTS

WHEREAS, Several Local, State and Federal programs allow public and non-profit transportation providers to apply for administration, capital, and operation assistance programs or grants; and

WHEREAS, Tulare Public Cemetery District Governing Board must authorize someone by resolution, as the "Authorized Individual" to make application and administer the Public Benefit Grant Program;

NOW, THEREFORE, BE IT RESOLVED that the Tulare Public Cemetery District Governing Board hereby authorizes Board Chairman to make application for, to sign required assurances, and to administer the Public Benefit Grant Program with respect to applications for Local, State and Federal programs, projects or grants, on behalf of this Tulare Public Cemetery District.

The foregoing Resolution was passed and adopted by the Tulare Public Cemetery District Governing Board at a regular meeting thereof, held on the 23rd day of April 2020



---

Signature Authorized by Tulare  
Public Cemetery Board Official

## Certificate Of Completion

Envelope Id: 19C8551755C344C4983BF48958CB3094  
Subject: PB: G-102643-A1 Tulare Public Cemetery District.pdf  
Source Envelope:  
Document Pages: 21  
Certificate Pages: 5  
AutoNav: Enabled  
Envelope Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Valley Air District  
1990 E GETTYSBURG AVE  
FRESNO, CA 93726  
contracts@valleyair.org  
IP Address: 207.177.131.202

## Record Tracking

Status: Original  
1/11/2021 1:39:35 PM  
Security Appliance Status: Connected  
Storage Appliance Status: Connected

Holder: Valley Air District  
contracts@valleyair.org  
Pool: StateLocal  
Pool: SJVAPCD

Location: DocuSign

Location: DocuSign

## Signer Events

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

## Signature

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

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:  
*Annette Ballatore*  
E4F9834B74C541D...

Signature Adoption: Pre-selected Style  
Using IP Address: 12.219.204.254

Sent: 1/14/2021 4:29:02 PM  
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:  
*Mehri Barati*  
8DD2AA7EDCC4431...

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**

Sheraz Gill for  
apcocontracts@valleyair.org  
APCO

San Joaquin Valley Air Pollution Control District  
Security Level: Email, Account Authentication  
(None)

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

Misa Velasco / Lupe Reyes  
contracts@valleyair.org  
Air Quality Technician  
San Joaquin Valley Air Pollution Control District  
Security Level: Email, Account Authentication  
(None)

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

**Signature**

DocuSigned by:  
*Sheraz Gill for*  
E6F920C0DF8F4EF...

Signature Adoption: Pre-selected Style  
Using IP Address: 12.219.204.91

**Timestamp**

Sent: 1/22/2021 10:23:35 AM  
Viewed: 1/22/2021 5:02:57 PM  
Signed: 1/22/2021 5:03:10 PM

**Completed**

Using IP Address: 162.224.165.10

Sent: 1/22/2021 5:03:13 PM  
Viewed: 1/25/2021 7:29:41 AM  
Signed: 1/25/2021 7:30:40 AM

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Leonor Castaneda  
leonortcd@outlook.com  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 1/11/2021 1:42:06 PM

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

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent Hashed/Encrypted  
Certified Delivered Security Checked  
Signing Complete Security Checked  
Completed Security Checked

1/11/2021 1:42:06 PM  
1/25/2021 7:29:41 AM  
1/25/2021 7:30:40 AM  
1/25/2021 7:30:40 AM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

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

### **Getting paper copies**

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

### **Withdrawing your consent**

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-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>	5 <b>DISTRICT</b>
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*

DocuSigned by:

*Sheraz Gill for*

15B1367974FF4G7...  
Stephen Present

E8F920DCD8F4EF...  
Samir Sheikh  
Executive Director/APCO

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

DocuSigned by:

*Annette Ballatore*

E4F8634B74C541D...  
Annette A. Ballatore  
District Counsel

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

DocuSigned by:

*Mehri Barati*

8DD2AA7EDCC4431...  
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