

24th District Agricultural Association (24th DAA)

Tulare County Fair

620 K Street
Tulare, CA 93274

www.tcfair.org



24th DAA BOARD MEETING NOTICE

The 24th DAA Board of Directors will be holding a regular monthly board meeting on

Tuesday, June 21, 2022, at 6:00PM

Location Jockey Club

620 S. K Street, Tulare, CA 93274

5711 Arden Ave, Highland, CA 92346

2251 Silver Fox, Trukee, CA 96161

or

Join Zoom Meeting: <https://us02web.zoom.us/j/2991550907?pwd=VGZFeTluNnVudFVuSnRRR0RValhBdz09>

Phone #: 1 669 900 6833 US

Meeting ID: 299 155 0907

Passcode: 6202020

24th DAA BOARD OF DIRECTORS

Gary Castro, President

Greg Gomez, Director

Pricilla Musgrove, Director

Grace Calderon, Director

Dan Hackey, Director

CEO/Fair Manager

Dena Rizzardo

PUBLIC PARTICIPATION

Members of the public may request to place items on the agenda of any board meeting, but their placement is within the discretion of the board President. The items must be directly related to 24th DAA business. Request for placement must be made in writing and delivered to the fair office no later than 4:00 PM on the twelfth (12th) business day prior to the board meeting. While the board values the participation of the public, the board President reserves the right to limit the time for public comment to a maximum of five (5) minutes, or less depending on the number of speakers, in order to proceed with the agenda of the day and/or to place the item on the agenda of a future meeting.

All meeting notices, agendas and approved minutes will be available to the public during the meeting and on the 24th DAA website at www.tcfair.org.

AMERICANS WITH DISABILITIES ACT

Pursuant to the American with Disabilities Act, individuals who, because of a disability, need special assistance to attend or participate in any 24th DAA board or committee meeting, or in connection with any other activities on the grounds, may request assistance at the main office 620 K Street, Tulare, CA 93274
559-686-4707.

1. CALL TO ORDER: President Castro

All matters noticed on this agenda may be considered for action. Items listed on this agenda may be considered in any order, at the direction of the chairperson. Any item not so noticed will not be considered or discussed. This agenda, and all notices required by the California Bagley-Keene Open Meeting Act, are available on the internet at: www.tcfair.org.

2. ROLL CALL OF DIRECTORS:

3. DECLARATION OF QUORUM (minimum of five directors must be present):

4. INTRODUCTION OF GUESTS AND STAFF:

5. PUBLIC COMMENT (for items not listed on the agenda):

Speakers are allotted five (5) minutes. Speaker's time may be modified based on the number of public speakers. No speaker may cede their time to another speaker. Public comments on agenda items will be accepted during the meeting as items are addressed. Public comment on issues NOT on the current Agenda is allowed. However, no debate by the Board shall be permitted on such public comments and no action will be taken on such public comment items at this time, as law requires formal public notice prior to any action on a docket item.

6. CLOSED SESSION: The Board authorized to meet in Closed Session for the purpose of considering:

- a. Pending Litigation-Personnel (Gov. Code § 11126 (e)(1))
- b. Pending Litigation-Foundation (Gov. Code § 11126 (e)(1))

7. RECONVENE INTO OPEN SESSION: Report any action taken in closed session.

8. CONSENT CALENDAR (Discussion/Action by Board):

The items on the Consent Calendar will be enacted in accordance with recommended action under one motion unless trailed from the Consent Calendar by the Board. Any member wishing to trail an item from the Consent Calendar should notify the CEO prior to the meeting. Trailed items will be considered after the motion to approve the Consent Calendar.

- a. May 17, 2022, Board Meeting Minutes
- b. Contracts for May 2022
- c. Cash Disbursements for May 2022
- d. Current Finance Report

9. BUSINESS REPORT & INFORMATION (Informational/Action by Board):

- a. CDFA Performance Audit Update #20-010 & 24th DAA
- b. San Joaquin Valley Unified Air Pollution Control District Public Benefits Grant Program
 - i. Funding Agreement G119952-A1
 - ii. Funding Agreement G119953-A1
 - iii. Funding Agreement G119954-A1
 - iv. Funding Agreement G119956-A1
 - v. Funding Agreement G119958-A1

10. CORRESPONDENCE (Informational)

- a. CDFA May 12, 2022, Remaining Funds Letter \$61,000

11. COMMITTEE REPORTS (Informational):

- a. Junior Livestock Auction-Update
- b. Junior Fair Board
 - i. Application Due Date June 15th
 - ii. Interviews June 20th

12. FAIR REPORT (Informational):

- a. 2022 Fair- Progress Report

13. CEO REPORT (Informational):

- a. Event Calendar
 - i. COVID Testing & Vaccination- Old Office Building 215 Martin Luther King
 - ii. June 25th -M & S Entertainment Bull Riding & Concert
 - iii. July 2nd- Private Event (Jockey Club)
 - iv. July 3rd – Kiwanis Club Fire Works Show
 - v. July 9th- Thunderbowl Raceway
 - vi. July 16th- Private Event (Jockey Club)
- b. Projects
 - i. Progress update on SB 5 Project/Building 3 upgrade and remodel (CCA Contract)

MATTERS OF INFORMATION:

- a. CEO Comments
- b. Board of Director Comments
- c. Staff Comments
- d. Items Proposed for Next Board Meeting

14. NEXT MEETING DATE: July 19, 2022**15. ADJOURNMENT:**

Posted June 10, 2022

AMERICANS WITH DISABILITIES ACT

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**24TH DISTRICT AGRICULTURAL ASSOCIATION
BOARD OF DIRECTORS MEETING
May 17, 2022**

CALL TO ORDER: The 24th District Agricultural Association Board of Directors meeting was called to order at 6:10 PM by President Castro.

ROLL CALL/DIRECTORS ABSENT: Directors Castro, Calderon, Hackey, Musgrove, and Gomez were physically present. There are four (4) vacant board positions.

INTRODUCTION OF GUESTS AND STAFF:

CEO Dena Rizzardo

Community members: Cammra Bettencourt and Dean Vlazakis

PUBLIC COMMENT:

None

CONSENT CALENDAR (Action by Board):

Director Gomez made a motion, seconded by Director Calderon and carried to accept the consent calendar which included minutes from the April 2022 meeting, April 2022 contracts and cash disbursements, and the current financial report.

No public comment.

Board Member	Approved (yes vote)	Not Approved (no vote)	Abstained	Reason of Abstaining
Gary Castro	X			
Pricilla Musgrove	X			
Grace Calderon	X			
Greg Gomez	X			
Dan Hackey	X			
4 positions vacant				

BUSINESS REPORT & INFORMATION (Action by Board):

- CDFA Performance Audit Report # 20-010 responses – The CEO updated the board on items that have been addressed and are waiting to be addressed at some future point.
No public comment

- 2022 CFSA Final True Up General Liability Calculation Fee – Board members were presented with the new adjusted rate for general liability insurance.

No public comment

Director Musgrove made a motion to begin paying the new adjusted amount of \$50,668.91, seconded by Director Calderon and passed unanimously.

No public comment

Board Member	Approved (yes vote)	Not Approved (no vote)	Abstained	Reason of Abstaining
Gary Castro	X			
Pricilla Musgrove	X			
Grace Calderon	X			
Greg Gomez	X			
Dan Hackey	X			
4 positions vacant				

- 2022 CFSA Workers Compensation Adjustment – Board members were presented with the new adjusted rate for workers compensation insurance.

Director Musgrove made a motion to begin paying the true up fee of \$2,936.19, seconded by Director Gomez and carried unanimously.

No public comment

Board Member	Approved (yes vote)	Not Approved (no vote)	Abstained	Reason of Abstaining
Gary Castro	X			
Pricilla Musgrove	X			
Grace Calderon	X			
Greg Gomez	X			
Dan Hackey	X			
4 positions vacant				

- MOU Between TCF & CA State Dept. of Developmental Services (PDC) – the board reviewed the proposed memorandum of understanding, and it was clarified that any expense during which an evacuation of the Porterville Development Center caused any fiscal harm to the Tulare Fair, that the cost would be reimbursed by the PDC.

Director Musgrove made a motion to ratify the Memorandum of Understanding between Tulare County Fairgrounds and the California State Department of Developmental Services (Porterville Development Center) seconded by Director Gomez; and carried unanimously

No public comment

Board Member	Approved (yes vote)	Not Approved (no vote)	Abstained	Reason of Abstaining
Gary Castro	X			

Pricilla Musgrove	X			
Grace Calderon	X			
Greg Gomez	X			
Dan Hackey	X			
4 positions vacant				

CORRESPONDENCE (Information/Action):

None

COMMITTEE REPORTS (Informational/Action):

Junior Livestock Auction – have been making preparations and reviewing the exhibitor handbooks so that livestock entries can begin on 6/1.

The Junior Fair Board – The JFB have been working on updating the application to begin recruiting new board members.

FAIR REPORT (Information/Action):

Independent Exhibitors – The CEO shared with the board and public that livestock sellers will be treated as independent exhibitors unlike livestock breeders.

Livestock exhibitor entries will be accepted starting 6/1/22 and ending 8/19/22

Food/Commercial exhibitors – contracts for returning vendors have begun going out. New applications will start being accepted this week.

Cammra Bettencourt: Asked if the Quilt of Honor would be exhibited and asked about past recipients.

CEO REPORT (Information/Action):

Events

- The event calendar was presented.

SB5 Building rehab

- Moving forward

Memorial

- The project is still waiting for funding
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MATTERS OF INFORMATION

CEO COMMENTS: None

BOARD OF DIRECTOR COMMENTS: None

STAFF COMMENTS: None

ITEMS PROPOSED FOR NEXT MEETING: None

NEXT MEETING DATE: The meeting is scheduled for June 21, 2022 at 6:00 PM.

ADJOURNMENT: Meeting was adjourned at 6:45 PM.

Approved:

Attest:

Gary Castro
President

Greg Gomez
Secretary

As of May 31, 2022

	Particulars	Amount
CURRENT ASSETS		
CASH ON HAND & IN BANK		
	Petty Cash	200.00
	Change Fund	300.00
	Change Fund ATM	0.00
	Cash - Ops BOS Acct#9369	1,215,710.41
	Cash - SW BOS Acct#9318	4,523.55
	Cash - Global BOS Acct#9377	0.00
	Cash - Premium BOS Acct#9350	40,171.02
	Cash - MM - CBB	0.00
	Cash - JLA Accounts	116,708.49
	LAIF	4,179.84
	CD - BOS Acct #5901	0.00
1	Cash Sweep BOS - 9399	0.00
	Cash in Bank - JR Fair Board	0.00
	Cash in Bank - JR Fair Board BOS	3,676.00
	Total CASH ON HAND & IN BANK	1,385,469.31
ACCOUNTS RECEIVABLE		
	Accounts Receivable	30,386.04
	Accounts Receivable - JLA	14,169.97
	A/R Allow For Doubtful Accts	0.00
	Total ACCOUNTS RECEIVABLE	44,556.01
	Total CURRENT ASSETS	<u>1,430,025.32</u>
CURRENT LIABILITIES		
CURRENT LIABILITIES		
	Accounts Payable	12,011.88
	Accounts Payable JLA	0.00
	Fees Collected	0.00
	Tax Liabilities	5,457.72
	Employee Benefits Withholdings	5,928.68
	Event Liability	0.00
	Current Long Term Liab	0.00
	Guarantee Deposits	16,734.00
	Misc Liabilities	3,048.09
	Total CURRENT LIABILITIES	<u>43,180.37</u>
	Current Assets in Excess of Current Liabilities	<u>1,386,844.95</u>

TULARE COUNTY FAIR / 24TH DAA

STATEMENT OF NET POSITION

May 31, 2022

ASSETS	2022	2021
Current Assets		
Cash - Operating	1,228,590	500,420
Cash - ATM	-	-
Cash-Premium	40,171	8,078
Cash - Junior Livestock Auction	116,708	63,538
Cash - JR Fair Board	-	-
AR - Operating (Net)	30,386	6,500
AR - Junior Livestock Auction	14,170	8,034
Deferred Charges	-	-
Total Current Assets	\$ 1,430,025	\$ 586,570
Fixed Assets		
Construction in Progress	320,000	-
Land	489,069	489,069
Building & Improvements	3,920,707	3,920,707
A/D Buildings & Improvements	(3,038,465)	(2,962,769)
Equipment	217,268	244,117
A/D Equipment	(169,906)	(173,513)
Total Fixed Assets	\$ 1,738,672	\$ 1,517,612
Deferred Outflows of Resources	111,511	111,511
TOTAL ASSETS	\$ 3,280,209	\$ 2,215,693

LIABILITIES & RESOURCES		
Current Liabilities		
Payroll Liabilities	5,458	2,000
Payroll Withholdings	5,929	917
AP - Operating	12,012	34,034
AP - Junior Livestock Auction	-	-
Other Liabilities	3,048	3,048
Event Deposits	16,734	8,234
Fees Payable	(200)	380
Deferred Revenue	-	-
Current Portion of LT Debt	-	-
Total Current Liabilities	\$ 42,980	\$ 48,613
Long Term Liability		
LTD Associated with Fixed Assets	-	-
Leave Liability	11,828	7,269
Loan Payable - SB 84	37,911	37,911
Net Pension Liability	468,611	468,611
Total Long Term Liability	\$ 518,350	\$ 513,791
Deferred Inflows of Resources	14,668	14,668
TOTAL LIABILITIES	\$ 575,998	\$ 577,071
Reserve - Operating	2,607,256	1,809,661
Reserve - Junior Livestock	176,444	163,074
Reserve - Pension/OPEB	(371,768)	(371,768)
Reserve - Dairy	-	-
Net Income - Operating	292,391	32,087
Net Income - JLA	(112)	5,568
TOTAL LIABILITIES & RESOURCES	\$ 3,280,209	\$ 2,215,693

Tulare County Fair
STATEMENT OF OPERATIONS
Board Summary
May 31, 2022

	Activity May 2022	Activity May 2021	YTD May 2022	YTD May 2021	Budget 2022	Balance of Budget
OPERATING REVENUES:						
ADMISSIONS TO GROUNDS	-	-	-	-	416,550	(416,550)
COMMERCIAL REVENUE	575	-	575	-	63,500	(62,925)
CARNIVAL REVENUE	-	-	-	-	300,000	(300,000)
CONCESSION REVENUE	-	-	-	-	212,500	(212,500)
LIVESTOCK REVENUE	-	-	-	-	60,000	(60,000)
COMPETITIVE EXHIBIT REVENUE (NON-LIVESTOCK)	-	-	-	-	-	-
INTERIM REVENUE	41,242	38,260	277,759	153,729	379,100	(101,341)
FAIR ATTRACTION REVENUE	100	-	100	-	60,000	(59,900)
MISCELLANEOUS FAIR REVENUE	280	400	780	1,305	235,300	(234,520)
MISCELLANEOUS NON-FAIR REVENUE	-	4,495	-	19,910	-	-
SATELLITE WAGERING REVENUE	-	-	-	-	-	-
PRIOR YEAR REVENUE	-	-	825	(6,581)	-	825
OTHER OPERATING REVENUE	-	-	1,710	-	-	1,710

TOTAL REVENUES	42,197	43,155	281,749	168,363	1,726,950	(1,445,201)
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OPERATING EXPENDITURES:						
ADMINISTRATION EXPENSES	44,656	27,273	163,392	160,061	438,580	275,188
MAINTENANCE & GENERAL OPERATIONS	94,663	62,480	295,903	187,523	654,978	359,075
PUBLICITY EXPENSES	6,513	-	13,033	1,143	35,000	21,967
ATTENDANCE OPERATIONS	-	1,268	19,548	12,830	80,600	61,052
MISCELLANEOUS FAIR EXPENSE (NOT including JLA)	924	1,519	4,868	5,184	81,200	76,332
MISCELLANEOUS NON-FAIR EXPENSE	1,433	663	31,680	4,736	1,400	(30,280)
COMPETITIVE EXHIBIT EXPENSE	2,777	-	2,777	-	49,300	46,523
SATELLITE WAGERING EXPENSES	-	-	-	-	-	-
FAIR ENTERTAINMENT EXPENSES:	-	-	-	-	295,000	295,000
EQUIPMENT EXPENSES	-	-	-	-	-	-
PRIOR YEAR OPERATING EXPENSE ADJUSTMENT	-	(12,000)	(9,342)	(11,722)	-	9,342
CASH SHORTAGES & OVERAGES	-	-	-	-	-	-
DEPRECIATION EXPENSE	-	-	-	-	96,121	96,121
PENSION EXPENSE - GASB 68	-	-	-	-	-	-

TOTAL EXPENSES	150,967	81,203	521,859	359,756	1,732,179	(1,210,320)
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Net Gain/Loss Before Allocation	(108,770)	(38,048)	(240,109)	(191,393)	(5,229)	(234,880)
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STATE ALLOCATION	-	-	352,500	223,480	352,500	-
OTHER F&E ALLOCATIONS	-	-	-	-	-	-
F&E PROJECT FUNDS	-	-	-	-	-	-
FLEX CAPITAL FUNDING	-	-	180,000	-	-	180,000
MILLENNIUM FLEX	-	-	-	-	-	-

Net Gain/Loss After Allocation	(108,770)	(38,048)	292,391	32,087	347,271	(54,880)
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Detail of Revenues

	Acct. No.	Activity May 2022	Activity May 2021	YTD May 2022	YTD May 2021	Budget 2022	Balance of Budget
ADMISSIONS TO GROUNDS							
Admission to Grounds	41001	-	-	-	-	375,000	(375,000)
Advance Sales	41015	-	-	-	-	30,000	(30,000)
Admissions-Youth	41010	-	-	-	-	7,000	(7,000)
Admissions-Senior	41017	-	-	-	-	1,900	(1,900)
Discount Fair Admissions	41020	-	-	-	-	1,350	(1,350)
Advance Discount - Jackpot	41018	-	-	-	-	-	-
Discount Fair Admissions-Livestock Season	41022	-	-	-	-	1,300	(1,300)
Discount Fair Admissions-Vendor	41022	-	-	-	-	-	-
TOTAL ADMISSION TO GROUNDS		-	-	-	-	416,550	(416,550)
COMMERCIAL REVENUE							
Commercial Space Insurance Revenue	41500	-	-	-	-	-	-
Outside Commercial Space	41510	-	-	-	-	21,000	(21,000)
Inside Commercial Space	41520	575	-	575	-	42,500	(41,925)
Commerical Space Comission	41550	-	-	-	-	-	-
Application Fees	41530	-	-	-	-	-	-
TOTAL COMMERCIAL REVENUE		575	-	575	-	63,500	(62,925)
CARNIVAL REVENUE							
Carnival	42100	-	-	-	-	-	-
Carnival Presale	42110	-	-	-	-	300,000	(300,000)
Carnival Presale Livestoc	42111	-	-	-	-	-	-
TOTAL CARNIVAL REVENUE		-	-	-	-	300,000	(300,000)
CONCESSION REVENUE							
Concessions	42000	-	-	-	-	200,000	(200,000)
Concessions - Ice Sales	42205	-	-	-	-	2,100	(2,100)
Safe Food Handling Fee	42210	-	-	-	-	2,100	(2,100)
Food Vendor Utility Fee	42240	-	-	-	-	3,000	(3,000)
Vendor Admissions	42250	-	-	-	-	1,800	(1,800)
Non-Food Concessions (Application Fees)	42300	-	-	-	-	-	-
RV/Stock Truck Revenue	42310	-	-	-	-	3,500	(3,500)
TOTAL CONCESSION REVENUE		-	-	-	-	212,500	(212,500)
LIVESTOCK REVENUE							
Entry Fees Livestock	43101	-	-	-	-	-	-
Entry Fees On-line Processing	43105	-	-	-	-	38,000	(38,000)
Sponsored Awards Livestock	43200	-	-	-	-	-	-
VIP Parking	43400	-	-	-	-	22,000	(22,000)
Other Insurance	43401	-	-	-	-	-	-
Livestock Parking	43401	-	-	-	-	-	-
Fair Donation	43000	-	-	-	-	-	-
TOTAL LIVESTOCK REVENUE		-	-	-	-	60,000	(60,000)
COMPETITIVE EXHIBIT REVENUE (NON-LIVESTOCK)							
Entry Fees - Adults	43103	-	-	-	-	-	-
Entry Fees - Youth	43102	-	-	-	-	-	-
Entry Fees On-line Processing	43110	-	-	-	-	-	-
Entry Fees On-line Processing (In-House)	43111	-	-	-	-	-	-
Donated & Sponsored Awards	43202	-	-	-	-	-	-
TOTAL COMPETITIVE EXHIBIT REVENUE		-	-	-	-	-	-

Detail of Revenues

	Acct.	Activity	Activity	YTD	YTD	Budget	Balance
	No.	May	May	May	May	2022	of
		2022	2021	2022	2021		Budget
FAIR ATTRACTION REVENUE							
Monster Truck	46100	-	-	-	-	-	-
Rodeo Admission	46200	-	-	-	-	-	-
Tractor Pull	46601	-	-	-	-	-	-
Motorcycle/Tractor Sponsorship	46410	-	-	-	-	-	-
Destruction Derby	46400	100	-	100	-	60,000	(59,900)
Jaripeo Baile	46500	-	-	-	-	-	-
TOTAL FAIR ATTRACTION REVENUE		100	-	100	-	60,000	(59,900)
MISCELLANEOUS FAIR REVENUE							
Vendor Parking	47700	-	-	-	-	1,800	(1,800)
Parking	47100	280	-	280	-	57,000	(56,720)
Other (Specify)	47800	-	-	-	-	-	-
Other - Merchandise Sales	47810	-	-	-	-	-	-
Sponsorships	47900	-	-	-	-	175,000	(175,000)
Event Staff on Duty	48500	-	400	500	1,305	1,500	(1,000)
TOTAL MISCELLANEOUS FAIR REVENUE		280	400	780	1,305	235,300	(234,520)
MISCELLANEOUS NON-FAIR REVENUE							
Swap Meet	47405	-	4,495	-	19,910	-	-
Grounds Improvement - Swap Meet	48600	-	-	-	-	-	-
Grounds Improvement - Water Conservation Grant	48600	-	-	-	-	-	-
TOTAL MISCELLANEOUS NON-FAIR REVENUE		-	4,495	-	19,910	-	-

Detail of Revenues

	Acct. No.	Activity May 2022	Activity May 2021	YTD May 2022	YTD May 2021	Budget 2022	Balance of Budget
INTERIM REVENUE							
Building Rentals	48100	33,245	30,735	187,225	141,160	275,000	(87,775)
Grounds Rental	48200	2,680	4,350	12,430	4,950	10,000	2,430
Grandstand/Speedway	48201	3,507	-	37,507	-	60,000	(22,493)
Interim RV/Camping Fees	48202	705	2,545	7,725	5,270	32,000	(24,275)
Equipment Rental	48300	650	-	1,600	150	-	1,600
Concessions Revenue	48400	-	-	-	-	-	-
Security on Duty	48500	385	280	4,260	560	-	4,260
Event Attendant	48501	70	350	740	1,130	-	740
Trash Removal	48501	-	-	-	-	2,100	(2,100)
ATM Revenue	48700	-	-	-	-	-	-
Non Fair Misc	47505	-	-	26,272	500	-	26,272
Interest Earnings	49510	-	-	-	9	-	-
Other Operating Revenue-State checks	49530	-	-	-	-	-	-
Credit Card Fees	48730	-	-	-	-	-	-
TOTAL INTERIM REVENUE		41,242	38,260	277,759	153,729	379,100	(101,341)
PRIOR YEAR REVENUE							
Prior Year Revenue	49000	-	-	825	(6,581)	-	825
TOTAL PRIOR YEAR REVENUE		-	-	825	(6,581)	-	825
OTHER OPERATING REVENUE							
Misc Revenue	48700	-	-	1,710	-	-	1,710
TOTAL OTHER OPERATING REVENUE		-	-	1,710	-	-	1,710

Detail of Expenditures

	Acct.	Activity	Activity	YTD	YTD	Budget	Balance
	No.	May 2022	May 2021	May 2022	May 2021	2022	of Budget
ADMINISTRATION EXPENSES							
Salaries & Wages - Permanent	50100	11,021	9,058	52,407	45,317	113,198	60,791
Salaries & Wages - Temporary	50200	4,082	2,904	21,530	14,004	58,785	37,255
Compensated Absence Expense	50300	316	272	1,515	1,361	-	(1,515)
Employee Benefits	50310	40	39	212	274	500	288
Payroll Taxes	50320	1,010	785	4,702	3,984	9,286	4,584
Employee Retirement	50330	3,877	3,077	17,909	15,611	33,960	16,051
Professional Services	50400	-	3	3,706	15	-	(3,706)
Traveling Expense Employees	50600	-	-	1,297	-	3,000	1,703
Office Supplies	50700	160	729	862	2,589	12,000	11,138
Telephone	50800	1,011	746	8,254	3,742	11,000	2,746
Postage	50820	-	-	404	145	2,000	1,596
Dues & Subscription	50900	7,710	-	10,237	1,100	4,050	(6,187)
General Liability Insurance	51000	7,344	3,672	22,032	22,470	47,786	25,754
Property Insurance	51020	-	-	-	-	23,000	23,000
Other Misc Expense	51100	-	81	-	373	25,000	25,000
Alarm Expense	51101	4,495	1,282	4,495	1,282	2,000	(2,495)
Credit Card Processing Fees	51102	80	280	903	446	12,000	11,097
Legal Fees	51103	-	1,210	-	22,770	25,000	25,000
Finance Charges	51104	-	-	-	3	10	10
Gateway Fees-Online	51106	79	41	348	203	1,500	1,152
Computer & Payroll Process	51107	3,314	1,507	9,395	9,146	25,000	15,605
CFSA Admin Fees	51108	8	8	75	78	600	525
Interest Expense	51110	-	-	-	-	-	-
Workers Compensation Insurance	51200	110	1,579	2,938	7,893	6,905	3,967
Unemployment Insurance	51300	-	-	172	7,254	22,000	21,828
Audit Cost	51300	-	-	-	-	-	-
Bad Debt Expense	51400	-	-	-	-	-	-
TOTAL ADMINISTRATION EXPENSE		44,656	27,273	163,392	160,061	438,580	275,188

Detail of Expenditures

	Acct.	Activity	Activity	YTD	YTD	Budget	Balance
	No.	May	May	May	May	2022	of
		2022	2021	2022	2021		Budget
MAINTENANCE & GENERAL OPERATIONS							
Salaries & Wages - Permanent	50000	-	-	-	-	-	-
Salaries & Wages - Temporary	50100	1,196	2,632	3,683	16,577	26,100	22,418
Salaries & Wages - Temporary Fair	50100	-	-	-	-	-	-
Salaries & Wages - Temporary	50100	-	-	-	-	-	-
Salaries & Wages - Temporary Maintenance	52100	49	42	2,466	191	-	(2,466)
Employee Benefits	52201	-	-	-	-	-	-
Compensated Absence	52204	-	-	-	-	-	-
Payroll Taxes	50302	92	201	282	600	378	96
Employee Retirement	50303	350	691	1,076	1,619	-	(1,076)
Travel / Training	50600	-	-	-	-	-	-
Professional Services - Maintenance	52300	846	-	3,670	720	15,000	11,330
Professional Services - Security	52300	-	-	-	1,332	-	-
Rental Land & Bldgs	52400	-	-	-	-	8,800	8,800
Rent Maintenance Equipment	52500	8,980	-	16,741	1,256	60,000	43,259
Electric	52800	5,478	37	18,655	12,316	80,000	61,345
Water	52801	2,421	3,375	12,258	12,313	34,000	21,742
Sewer	52802	1,044	1,031	2,675	2,711	11,000	8,325
Natural Gas	52803	657	407	6,914	6,424	11,000	4,086
Fuel/Propane	52804	296	32	4,247	1,912	13,500	9,253
Maint of Equipment	52900	1,973	2,208	7,143	2,630	24,000	16,857
Maint of Bldgs and Grounds	53000	69,909	50,933	212,059	122,601	350,000	137,941
Trash Removal, Clean Up	53100	1,373	890	4,035	4,321	20,000	15,965
Other Maintenance Expense	53200	-	-	-	-	1,200	1,200
Special Repairs	53300	-	-	-	-	-	-
Portable Toilets	57300	-	-	-	-	-	-
Maint of Bldgs and Grounds	64000	-	-	-	-	-	-
Repairs & Maintenance	91400	-	-	-	-	-	-
TOTAL MAINTENANCE EXPENSE		94,663	62,480	295,903	187,523	654,978	359,075
PUBLICITY EXPENSES							
Publicity	54000	-	-	45	1,143	10,000	9,955
Contracted Services	54200	6,350	-	12,200	-	25,000	12,800
Advertising	54400	163	-	788	-	-	(788)
Promotional Expense	54500	-	-	-	-	-	-
Promotional Poster Art	54525	-	-	-	-	-	-
Other Publicity Expense	54800	-	-	-	-	-	-
TOTAL PUBLICITY EXPENSE		6,513	-	13,033	1,143	35,000	21,967
ATTENDANCE OPERATIONS							
Salaries & Wages - Temporary (Attendance)	50100	-	-	-	-	30,600	30,600
Salaries & Wages - Temporary (Parking)	50100	-	-	-	-	-	-
Payroll Taxes	50302	-	-	-	-	-	-
Professional Services Contract	56200	-	1,268	19,548	12,830	50,000	30,452
Attendance- Other/Hotels	56400	-	-	-	-	-	-
Supplies & Expense	56300	-	-	-	-	-	-
TOTAL ATTENDANCE OPERATIONS		-	1,268	19,548	12,830	80,600	61,052

Detail of Expenditures

	Acct. No.	Activity May 2022	Activity May 2021	YTD May 2022	YTD May 2021	Budget 2022	Balance of Budget
MISCELLANEOUS FAIR EXPENSE (NOT including JLA)							
Salaries & Wages - Temporary (Events)	57101	-	-	-	-	-	-
Payroll Taxes	57101	-	-	-	-	-	-
Parking Lot	57101	-	-	-	-	16,000	16,000
Other Parking Expense	57106	-	-	-	-	-	-
T-Shirts	57200	-	602	-	602	2,500	2,500
Carnival Pre-Sale	57201	-	-	-	-	-	-
Trash & Porta Potties	57300	924	916	4,622	4,582	25,000	20,378
Parade	57500	-	-	246	-	1,500	1,254
Sponsorships	57700	-	-	-	-	-	-
Other Misc Fair Expenses	57800	-	-	-	-	11,600	11,600
Fair Hotels	57801	-	-	-	-	14,000	14,000
Radio/Golf Carts	57802	-	-	-	-	6,200	6,200
Commercial/Concessions	57900	-	-	-	-	4,400	4,400
TOTAL MISCELLANEOUS FAIR		924	1,519	4,868	5,184	81,200	76,332
MISCELLANEOUS NON-FAIR EXPENSE							
Salaries & Wages - Temporary (Events)	50100	-	616	-	3,611	-	-
Payroll Taxes	50302	-	47	-	178	-	-
Employee Retirement	50303	-	-	-	-	-	-
Swap Meet Expense	57105	-	-	-	-	-	-
Miscellaneous	57000	1,433	-	31,680	947	1,400	(30,280)
TOTAL MISCELLANEOUS NON-FAIR		1,433	663	31,680	4,736	1,400	(30,280)
COMPETITIVE EXHIBIT EXPENSE							
Salaries & Wages - Temporary (Exhibits)	50100	1,969	-	1,969	-	-	(1,969)
Salaries & Wages - Temporary (Livestock)	63101	-	-	-	-	-	-
Payroll Taxes	50302	151	-	151	-	-	(151)
Premiums Paid	58100	-	-	-	-	3,000	3,000
Tropies, Medals, Ribbons	58200	-	-	-	-	2,000	2,000
Professional Services Exhibits	63200	-	-	-	-	1,000	1,000
Professional Svcs Livestock	63300	-	-	-	-	-	-
Supplies	63400	-	-	-	-	-	-
Supplies - Livestock	63410	-	-	-	-	6,800	6,800
Supplies - Exhibits	63440	658	-	658	-	4,500	3,842
Other- Exhibits	63700	-	-	-	-	-	-
Tent Rental	63500	-	-	-	-	32,000	32,000
TOTAL COMPETITIVE EXHIBIT EXPENSE		2,777	-	2,777	-	49,300	46,523

Detail of Expenditures

	Acct. No.	Activity May 2022	Activity May 2021	YTD May 2022	YTD May 2021	Budget 2022	Balance of Budget
SATELLITE WAGERING EXPENSES							
Salaries & Wages - Permanent	50000	-	-	-	-	-	-
Salaries & Wages - Temporary	50100	-	-	-	-	-	-
Salaries & Wages - Temporary	50100	-	-	-	-	-	-
Employee Benefits	65115	-	-	-	-	-	-
Payroll Taxes	50302	-	-	-	-	-	-
Payroll Taxes	50302	-	-	-	-	-	-
Satellite Wagering	65105	-	-	-	-	-	-
Workers Compensation Sattelite	65135	-	-	-	-	-	-
Repairs	65405	-	-	-	-	-	-
Supplies	65615	-	-	-	-	-	-
Alarm System	65616	-	-	-	-	-	-
Utilities	64720	-	-	-	-	-	-
TOTAL SATELLITE WAGERING EXPENSE		-	-	-	-	-	-
FAIR ENTERTAINMENT EXPENSES:							
Salaries & Wages	66100	-	-	-	-	-	-
Salaries & Wages - Temporary	66101	-	-	-	-	-	-
Professional Services	66200	-	-	-	-	20,000	20,000
Supplies & Expenses	66300	-	-	-	-	-	-
Fuel/Generators	66301	-	-	-	-	-	-
Production Costs	66302	-	-	-	-	80,000	80,000
Demolition Derby	66400	-	-	-	-	18,000	18,000
Grounds Act	66500	-	-	-	-	75,000	75,000
Grandstand Entertainment	66600	-	-	-	-	-	-
Insurance/Tshirts/Tickets	66702	-	-	-	-	1,000	1,000
Entertainment Stages	66601	-	-	-	-	100,000	100,000
Hospitality/Hotel	66703	-	-	-	-	1,000	1,000
TOTAL FAIR ENTERTAINMENT EXPENSE		-	-	-	-	295,000	295,000
EQUIPMENT EXPENSES							
Equipment Purchase Non-Capitalized	72300	-	-	-	-	-	-
Equipment Purchase Capitalized (>\$5K)	91300	-	-	-	-	-	-
TOTAL EQUIPMENT EXPENSE		-	-	-	-	-	-
PRIOR YEAR OPERATING EXPENSE ADJUSTMENT							
Prior Year Operating Expense Adjustment	80000	-	(12,000)	(9,342)	(11,722)	-	9,342
Prior Year Bad Debt Expense Adjustment	80010	-	-	-	-	-	-
PRIOR YEAR OPERATING EXPENSE		-	(12,000)	(9,342)	(11,722)	-	9,342
CASH SHORTAGES & OVERAGES							
Cash Short/Over	85000	-	-	-	-	-	-
Cash Short/Over Ticket Sales	85001	-	-	-	-	-	-
CASH (OVER)/UNDER		-	-	-	-	-	-
DEPRECIATION EXPENSE							
Depreciation	90000	-	-	-	-	96,121	96,121
TOTAL DEPRECIATION EXPENSE		-	-	-	-	96,121	96,121

AP Payments Check Register

Board

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Reference	Date	Vendor	Vendor Description	Net Pay	Merge #
ACH05052022	5/5/2022	PERS	CalPERS Retirement	1,898.29	10,512
37322	5/3/2022	PortCham	Porterville Chamber of Commerce	165.00	10,530
37323	5/3/2022	TulCha	Tulare Chamber of Commerce	7,500.00	10,531
P-166663524	5/5/2022	Zoom	Zoom Video Communications Inc.	15.89	10,532
ACH05312022	5/31/2022	PERS	CalPERS Retirement	4,980.29	10,533
37324	5/13/2022	ActRen	Action Rentals, Inc.	602.00	10,537
37325	5/13/2022	Amazon	Amazon	312.64	10,538
37326	5/13/2022	Aramark	Aramark	86.46	10,539
37327	5/13/2022	CFSA	California Fairs Service Authority	6,754.14	10,540
37328	5/13/2022	CitTul	City of Tulare	3,980.56	10,541
37329	5/13/2022	Comcast	Comcast	479.05	10,542
37330	5/13/2022	DelDen	Delta Dental	104.06	10,543
37331	5/13/2022	FaiDecPro	Fair-ly Decent Promotons	5,440.50	10,544
37332	5/13/2022	JesRow	Jessica Rowley	500.00	10,545
37333	5/13/2022	KawA/C	Kaweah A/C & Electric	6,487.00	10,546
37334	5/13/2022	Leaf	LEAF	111.53	10,547
37335	5/13/2022	MarEsp	Margarita Espinoza	500.00	10,548
37336	5/13/2022	MariRodr	Maria Rodriguez	500.00	10,549
37337	5/13/2022	PerCar	Perfect Care Landscape & Maintenance	1,490.00	10,550
37338	5/13/2022	QuiCom	Quinn Company	2,743.18	10,551
37339	5/13/2022	WindPro	Windmill Propane	26.94	10,552
37340	5/13/2022	AAAQua	AAA Quality Services, Inc.	924.36	10,553
37341	5/13/2022	CaliBuilt	CaliBuilt Graphics	2,360.46	10,554
37342	5/13/2022	CalTur	California Turf Equipment & Supply Inc.	659.23	10,555
ACH05202022	5/20/2022	Big 5	Big 5 Sporting Goods	36.78	10,559
ACH05202022	5/20/2022	VIP Pizza	VIP Pizza	113.45	10,560
ACH05242022	5/24/2022	BingBann	BingBanners	657.83	10,562
ACH05272022	5/27/2022	MetPla	Meta Platforms, Inc.	2.00	10,564
37343	5/31/2022	Amazon	Amazon	871.70	10,565
37344	5/31/2022	Aramark	Aramark	86.46	10,566
37345	5/31/2022	AT&T - Livestock	AT&T	100.60	10,567
37346	5/31/2022	BJulCon	B. Julian Construction & Drywall	49,167.00	10,568
37347	5/31/2022	CalTur	California Turf Equipment & Supply Inc.	205.65	10,569
37348	5/31/2022	CliBus	Cline's Business Equipment, Inc.	70.66	10,570
37349	5/31/2022	Comcast	Comcast	431.56	10,571
37350	5/31/2022	ContSer	Contemporary Services Corporation	845.50	10,572
37351	5/31/2022	DodPlu	Dodds Plumbing	1,091.55	10,573
37352	5/31/2022	ExpoDec	Expo Decor	6,381.50	10,574
37353	5/31/2022	J & D Light	J & D Lightning and Alarm	694.80	10,575
37354	5/31/2022	JesRow	Jessica Rowley	500.00	10,576
37355	5/31/2022	MorLev	Morris Levin & Son	115.65	10,577
37356	5/31/2022	QuiCom	Quinn Company	616.92	10,578
37357	5/31/2022	Res.Com	Res.Com Pest Control	270.00	10,579
37358	5/31/2022	SoCalEdi	Southern California Edison	5,477.74	10,580
37359	5/31/2022	SoCalGas	Southern California Gas	657.29	10,581
37360	5/31/2022	Sparkletts	Sparkletts	48.51	10,582
37361	5/31/2022	TulGolCou	Tulare Golf Course	8,980.00	10,583
37362	5/31/2022	UniRen	United Rentals	391.09	10,584
37363	5/31/2022	VicOut	Victory Outreach of Selma	9,352.50	10,585
37364	5/31/2022	Wifeye	Wifeye Inc	3,800.00	10,586
107	5/13/2022	LilRib	Lilyanah Ribeiro	3,381.95	10,536
UITax1stQTR	5/27/2022	EDD	EMPLOYMENT DEVELOPMENT DEPARTMENT	172.00	10,556

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Reference	Date	Vendor	Vendor Description	Net Pay	Merge #
DEBIT 05/28/22	5/28/2022	MetPla	Meta Platforms, Inc.	4.00	10,587
FedTax042922	5/4/2022	IRS	Internal Revenue Service	1,649.09	10,510
CaTax042922	5/4/2022	EDD	EMPLOYMENT DEVELOPMENT DEPARTMENT	205.48	10,511
FedTax051322	5/18/2022	IRS	Internal Revenue Service	1,917.15	10,534
CaTax051322	5/18/2022	EDD	EMPLOYMENT DEVELOPMENT DEPARTMENT	220.64	10,535
Total Payments:	57				
Total Amount:	147,138.63				

Check Register

Check Register

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Check #	Void	Date	Employee	Name	Amount
1462		5/13/2022	GuVill	Villa, Guadalupe M	464.05
1463		5/13/2022	PaWall	Wallace, Patricia A	996.72
1464		5/31/2022	GuVill	Villa, Guadalupe M	586.02
1465		5/31/2022	PaWall	Wallace, Patricia A	612.19
EE/ER PERS Corr		5/31/2022	PaWall	Wallace, Patricia A	0.00
Direct Deposit		5/13/2022	DeRizz	Rizzardo, Dena L	2,925.85
Direct Deposit		5/13/2022	DeHick	Hicks, Deborah	1,013.72
Direct Deposit		5/13/2022	LiPerr	Perryman, Lisa J	487.63
Direct Deposit		5/31/2022	DeRizz	Rizzardo, Dena L	3,284.76
Direct Deposit		5/31/2022	DeHick	Hicks, Deborah	1,124.37
Direct Deposit		5/31/2022	LiPerr	Perryman, Lisa J	309.64
Grand Totals: 11 Disbursements to 5 Employees					11,804.95

Trial Balance
Current TB (5/1/2022 - 5/31/2022)
Unit Of Measure: \$

Tulare County Fair
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Account	Beginning Balance	Debits	Credits	Net Activity	Ending Balance
11100-00-000-A Petty Cash	200.00			0.00	200.00
11200-00-000-A Change Fund	300.00			0.00	300.00
11310-01-000-A Cash - OP BOS Acct#9369	1,083,169.70	288,237.05	155,696.34	132,540.71	1,215,710.41
11320-01-000-A Cash - SW BOS Acct#9318	4,538.55		15.00	15.00-	4,523.55
11400-01-000-A Cash - Premium BOS Acct #9350	40,180.27		9.25	9.25-	40,171.02
11700-01-170-A Cash - JLA BOS Acct #9334	116,766.56		58.07	58.07-	116,708.49
11800-00-000-A LAIF	4,179.84			0.00	4,179.84
11901-00-000-A Cash - Jr. Fair Board Cash - BOS #9326	3,676.00			0.00	3,676.00
13100-00-000-A Accounts Receivables	276,670.00	32,732.04	279,016.00	246,283.96-	30,386.04
13102-00-170-A Accounts Receivable - JLA	14,169.97			0.00	14,169.97
13199-00-000-A AR Misc,	0.00	10,650.00	10,650.00	0.00	0.00
16000-00-000-A Deferred Outflow of Resrouces - GASB 68	111,511.43			0.00	111,511.43
19000-00-000-A Construction In Progress	320,000.00			0.00	320,000.00
19100-00-000-A Land	489,069.23			0.00	489,069.23
19200-00-000-A Buildings & Improvements	3,920,706.91			0.00	3,920,706.91
19210-00-000-A A/D - Buildings & Imprv.	3,038,465.36-			0.00	3,038,465.36-
19300-00-000-A Equipment -	217,267.67			0.00	217,267.67
19310-00-000-A A/D - Equipment	169,906.02-			0.00	169,906.02-
21000-00-000-A Payroll Liability	0.00	24,105.67	24,105.67	0.00	0.00
21100-00-000-A Fees Collected-Insurance	905.00-	2,290.00	1,185.00	1,105.00	200.00
21200-00-000-A Accounts Payable	15,947.52-	144,166.18	140,230.54	3,935.64	12,011.88-
21200-00-170-A Accounts Payable, JLA	0.00	3,381.95	3,381.95	0.00	0.00
22100-00-000-A Social Security Payable	0.00	2,030.34	2,030.34	0.00	0.00
22110-00-000-A Medicare Payable	0.00	474.84	474.84	0.00	0.00
22201-00-000-A PERS Payable	5,985.31-	4,980.29	5,219.95	239.66-	6,224.97-
22204-00-000-A OPEB Withholding	4,187.60-		451.12	451.12-	4,638.72-
22400-00-000-A State Taxes Payable	0.00	501.24	501.24	0.00	0.00
22410-00-000-A Out of State Entertainer Tax	409.50-		409.50	409.50-	819.00-
22500-00-000-A Federal Taxes Payable	0.00	1,487.34	1,487.34	0.00	0.00
22601-00-000-A Medical Payable	0.04	1,893.56	1,893.55	0.01	0.05
22602-00-000-A Dental Payable	239.44	104.06	90.32	13.74	253.18
22607-00-000-A Vision Payable	0.00	60.62	30.31	30.31	30.31
22608-00-000-A Life Ins. Payable	0.00	25.50	12.75	12.75	12.75
22900-00-000-A Due to Jr Fair Board - General - -	3,048.09-			0.00	3,048.09-
24100-00-000-A Guarantee Deposits	17,734.00-	1,000.00		1,000.00	16,734.00-
24501-00-000-A Leave Liability - Administrative	11,827.73-			0.00	11,827.73-
25010-00-000-A Loan Payable - SB 84	37,911.00-			0.00	37,911.00-
25100-00-170-A JLA Reserve	176,443.57-			0.00	176,443.57-
25600-00-000-A Deferrred Inflow of Resources - GASB 68	14,667.93-			0.00	14,667.93-
26000-00-000-A Net Pension Liability - GASB 68	468,611.01-			0.00	468,611.01-
29100-00-000-A Net Resources Available for Operations	2,607,256.36-			0.00	2,607,256.36-
29400-00-000-A Unrestricted Net Position - Pension/OPEB	371,767.52			0.00	371,767.52
31200-00-000-A State Allocations, General, ,	352,500.00-			0.00	352,500.00-
31900-00-000-A Capital Improvement Funds	180,000.00-			0.00	180,000.00-
41520-00-000-A Inside Commercial Space	0.00		575.00	575.00-	575.00-
46400-00-000-A Destruction Derby - Admission	0.00		100.00	100.00-	100.00-
47505-00-000-A Non-Fair Misc.	26,271.67-			0.00	26,271.67-
47630-00-170-A JLA-Other	183.30-			0.00	183.30-
47700-00-000-A RV/Camping Fees (Fairtime)	0.00		280.00	280.00-	280.00-
48100-00-000-A Building Rentals	153,980.00-		33,245.00	33,245.00-	187,225.00-
48200-00-000-A Grounds Rental	9,750.00-	380.00	3,060.00	2,680.00-	12,430.00-
48201-00-000-A Grandstands/Speedway	34,000.00-		3,507.04	3,507.04-	37,507.04-
48202-00-000-A Interim RV/Camping Fees	7,020.00-		705.00	705.00-	7,725.00-
48300-00-000-A Equipment Rental	950.00-		650.00	650.00-	1,600.00-
48500-00-000-A Security on Duty	3,875.00-		385.00	385.00-	4,260.00-
48500-00-100-A Event Staff/ on Duty, General, Fair,	500.00-			0.00	500.00-
48501-00-000-A Event Attendant	670.00-		70.00	70.00-	740.00-
48700-00-000-A Other - Misc.	1,710.00-			0.00	1,710.00-
49000-00-000-A Prior Year Adjustments	825.39-			0.00	825.39-
50000-11-000-A Wages - Perm - AD - GN - A	41,385.96	11,020.65		11,020.65	52,406.61

Trial Balance
Current TB (5/1/2022 - 5/31/2022)
Unit Of Measure: \$

Tulare County Fair
Sam Harrison

Thursday, June 16, 2022 12:49:00PM
Page 2

Account	Beginning Balance	Debits	Credits	Net Activity	Ending Balance
50100-11-000-A Wages - Temp	17,448.27	4,081.63		4,081.63	21,529.90
50100-12-000-A Wages - Temp - MN - GN - A	2,486.25	1,196.25		1,196.25	3,682.50
50100-80-100-A Wages - Temp - EX - Fair - A	0.00	1,968.75		1,968.75	1,968.75
50300-11-000-A Compensated Leave Balance-Admin	1,198.80	315.88		315.88	1,514.68
50301-11-000-A Employee Benefits	172.72	39.67		39.67	212.39
50302-11-000-A PR Taxes	3,691.35	1,010.46		1,010.46	4,701.81
50302-12-000-A PR Taxes - MN - GN - A MAINT.	190.21	91.52		91.52	281.73
50302-80-100-A PR Taxes, , Fair	0.00	150.61		150.61	150.61
50303-11-000-A Employee Retirement	14,031.92	3,877.32		3,877.32	17,909.24
50303-12-000-A Employee Retirement - MN	726.49	349.54		349.54	1,076.03
50400-11-000-A Professional Services	3,706.00			0.00	3,706.00
50600-11-000-A Employee Travel/Training	1,297.46			0.00	1,297.46
50700-11-000-A Office Supplies	702.15	159.83		159.83	861.98
50801-11-000-A Telephone Expense	7,242.98	1,011.21		1,011.21	8,254.19
50802-11-000-A Postage Expense	403.51			0.00	403.51
50900-11-000-A Dues & Subscriptions Expense	2,526.84	7,709.66		7,709.66	10,236.50
51010-11-000-A Liability Insurance	14,688.00	7,344.00		7,344.00	22,032.00
51101-11-000-A Alarm Expense	0.00	4,494.80		4,494.80	4,494.80
51102-11-000-A Credit Card Processing Fee	822.81	80.01	0.01	80.00	902.81
51106-11-000-A Gateway Fees - Online	269.40	78.95		78.95	348.35
51107-11-000-A Computer & Payroll Process	6,080.99	3,314.16		3,314.16	9,395.15
51108-11-000-A CFSA Admin Fees	66.57	8.12		8.12	74.69
51200-11-000-A WComp - AD - GN - A	2,828.00	110.00		110.00	2,938.00
51300-11-000-A Unemployment Expense	172.00			0.00	172.00
52100-12-000-A Maintenance Department	2,417.43	48.51		48.51	2,465.94
52300-12-000-A Professional Services	2,824.50	845.50		845.50	3,670.00
52500-12-000-A Rent-Maint. Equipment	7,760.61	8,980.00		8,980.00	16,740.61
52800-12-000-A Electric	13,176.87	5,477.74		5,477.74	18,654.61
52801-12-000-A Water	9,836.34	2,421.47		2,421.47	12,257.81
52802-12-000-A Sewer	1,631.76	1,043.64		1,043.64	2,675.40
52803-12-000-A Natural Gas	6,256.50	657.29		657.29	6,913.79
52804-12-000-A Fuel/Propane	3,950.95	296.32		296.32	4,247.27
52900-12-000-A Maint. of Equipment	5,169.91	1,973.41		1,973.41	7,143.32
53000-12-000-A Maint. Bldg & Grounds	142,149.84	69,909.16		69,909.16	212,059.00
53100-12-000-A Trash Removal	2,662.60	1,372.72		1,372.72	4,035.32
54000-13-000-A Publicity	45.00			0.00	45.00
54200-13-000-A Professional Service/Contracted %	5,850.00	6,350.00		6,350.00	12,200.00
54400-13-000-A Advertising	624.75	162.96		162.96	787.71
56200-70-000-A Professional Services-Contracted	19,547.90			0.00	19,547.90
57000-00-000-A Miscellaneous Non Fair	30,246.09	1,433.45		1,433.45	31,679.54
57300-00-000-A Trash & Porta Potties	3,697.44	924.36		924.36	4,621.80
57500-00-000-A Parade Expense	246.00			0.00	246.00
57679-00-170-A JLA-Other Expenses	237.06	58.07		58.07	295.13
63440-00-000-A Supplies - Indoor Exhibits	0.00	657.83		657.83	657.83
80000-00-000-A PY Exp Adj	9,342.00-			0.00	9,342.00-
\$ Grand Totals	Beginning Balance	Debits	Credits	Net Activity	Ending Balance
	0.00	669,526.13	669,526.13	0.00	0.00



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

Karen Ross, Secretary

May 12, 2022

Dena Rizzardo, CEO
24th DAA, Tulare County Fair
620 South K Street
Tulare, CA 93274

Dear Ms. Rizzardo:

As you are aware, the Fairs and Expositions Branch (F&E) was granted \$50 million in the 2021/22 State Budget to provide operational support to the fair industry. Initially, these funds were utilized to support the industry through the Targeted Support Program. Based on the information collected since these funds were initially disbursed, F&E has been able to determine that the industry has relatively stabilized from the significant impacts of the pandemic.

Fortunately, due to the flexibility afforded by the stabilization of the industry, F&E is able to further strengthen the industry's financial position through the disbursement of the remaining funds.

F&E is exercising its authority under Business and Professions Code § 19620.2 to provide allocations towards operational support. The amount of **\$61,000** will be disbursed to your fair.

If you have any questions, please contact me at 916-900-5365 or via email at mike.francesconi@cdfa.ca.gov.

Sincerely,

Mike Francesconi
Branch Chief



Agreement No. **G-119952-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 _____ day of _____, 2022, 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 **24th District Agriculture Association Tulare County Fair** (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 **Nineteen Thousand Nine Hundred Ninety-Two And 56/100 dollars (\$19,992.56)** for
13 the purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

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

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

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

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

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

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

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

26 5. **ANNUAL REPORTING**

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

1. Participant contact information;
2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

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

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

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

21 **7. MODIFICATION**

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

24 **8. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

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

18 **9. NON-ASSIGNMENT**

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

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

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

10 **10. INDEMNIFICATION**

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

19 **11. INSURANCE AND VEHICLE WARRANTY**

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

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

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

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

21 **12. RECORD KEEPING**

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

representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

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

PARTICIPANT

DISTRICT

Dena Rizzardo
Chief Executive Officer
620 S. K Street
Tulare, CA 93274

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

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

14. AUDITS AND INSPECTIONS

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

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

15. POLITICAL ACTIVITY PROHIBITED

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

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

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

7 **17. CONFLICT OF INTEREST**

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

14 **18. GOVERNING LAW**

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

18 **19. COMPLIANCE WITH LAWS**

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

22 **20. BINDING ON SUCCESSORS**

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

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

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

1 reasonable satisfaction of District, complete all activities provided herein within the time
2 schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

4 **22. DATA OWNERSHIP**

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

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

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

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

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.

25. ENTIRE AGREEMENT

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

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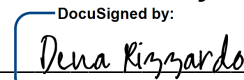
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

PARTICIPANT

DISTRICT

**24th District Agriculture Association
Tulare County Fair**

**San Joaquin Valley Air Pollution
Control District**

DocuSigned by:

Dena Rizzardo

Samir Sheikh
Executive Director/APCO

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

Annette A. Ballatore
District Counsel

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

Ryan Buchanan
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

24th District Agriculture Association Tulare County Fair

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-119952

Vehicle Make: Columbia

Vehicle Model: Payloader

Vehicle Model Year: 2021

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$19,992.56

Certificate Of Completion

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Dena Rizzardo

dena.rizzardo@tcfair.org

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Signed by link sent to dena.rizzardo@tcfair.org

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ID: 98a60c24-1deb-4092-8466-43cd3222b726

Annette Ballatore

co-counsel@valleyair.org

District Counsel

SJVAPCD

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

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Accounting Technician

finance-contracts@valleyair.org

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

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Ryan Buchanan

finance-signatures@valleyair.org

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

Not Offered via DocuSign

Sheraz Gill

apcocontracts@valleyair.org

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

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Signer Events	Signature	Timestamp
Misa Velasco / Lupe Reyes contracts@valleyair.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2022 2:38:26 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

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 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 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 imtiazh.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-119953-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 _____ day of _____, 2022, 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 **24th District Agriculture Association Tulare County Fair** (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 **Nineteen Thousand Nine Hundred Ninety-Two And 56/100 dollars (\$19,992.56)** for
13 the purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

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

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

of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A. The District also reserves the right to reduce the funding if the Participant receives or will receive co-funding from a third party that, in addition to the District's funding, exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under this Agreement. Participant is required to disclose all such information to the District prior to the execution date of this Agreement. The Participant will not be reimbursed by the District for the purchase of the new alternative fuel vehicle(s) if the Participant has purchased, taken possession, or ordered the said new vehicle(s) prior to the execution date of this Agreement.

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

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

4. NON-ALLOCATION OF FUNDS

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

5. ANNUAL REPORTING

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

1. Participant contact information;
2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

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

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

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

21 **7. MODIFICATION**

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

24 **8. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

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

18 **9. NON-ASSIGNMENT**

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

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

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

10 **10. INDEMNIFICATION**

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

19 **11. INSURANCE AND VEHICLE WARRANTY**

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

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

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

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

21 **12. RECORD KEEPING**

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

representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

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

PARTICIPANT

DISTRICT

Dena Rizzardo
Chief Executive Officer
620 S. K Street
Tulare, CA 93274

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

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

14. AUDITS AND INSPECTIONS

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

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

15. POLITICAL ACTIVITY PROHIBITED

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

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

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

7 **17. CONFLICT OF INTEREST**

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

14 **18. GOVERNING LAW**

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

18 **19. COMPLIANCE WITH LAWS**

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

22 **20. BINDING ON SUCCESSORS**

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

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

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

1 reasonable satisfaction of District, complete all activities provided herein within the time
2 schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

4 **22. DATA OWNERSHIP**

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

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

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

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

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

1 of competent jurisdiction, such holding shall not affect any other provisions of this
2 Agreement, and the Agreement shall then be construed as if such unenforceable
3 provisions are not a part hereof.

4 **25. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between Participant and
6 District with respect to the subject matter hereof and supersedes all previous
7 negotiations, proposals, commitments, writings, advertisements, publications, and
8 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

**24th District Agriculture Association
Tulare County Fair**

**San Joaquin Valley Air Pollution
Control District**

DocuSigned by:

Dena Rizzardo

Samir Sheikh
Executive Director/APCO

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

Annette A. Ballatore
District Counsel

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

Ryan Buchanan
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

24th District Agriculture Association Tulare County Fair

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-119953

Vehicle Make: Columbia

Vehicle Model: Payloader

Vehicle Model Year: 2021

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$19,992.56

Certificate Of Completion

Envelope Id: 5691E4AB760C4746B7B1D990EC565592

Status: Sent

Subject: Public Benefit: G-119953-A1 24th District Agriculture Association Tulare County Fair

Source Envelope:

Document Pages: 15

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Valley Air District

AutoNav: Enabled

1990 E GETTYSBURG AVE

Envelopeld Stamping: Enabled

FRESNO, CA 93726

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

contracts@valleyair.org

IP Address: 207.177.131.202

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Status: Original

Holder: Valley Air District

Location: DocuSign

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contracts@valleyair.org

Security Appliance Status: Connected

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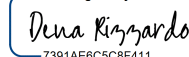
Signer Events**Signature****Timestamp**

Dena Rizzardo

dena.rizzardo@tcfair.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Dena Rizzardo

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Sent: 5/19/2022 2:41:06 PM

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Signed: 5/19/2022 2:52:37 PM

Signature Adoption: Pre-selected Style

Signed by link sent to dena.rizzardo@tcfair.org

Using IP Address: 96.71.231.25

Electronic Record and Signature Disclosure:

Accepted: 5/19/2022 2:52:27 PM

ID: ae0f3f0f-8c83-4285-8e73-3eeb83aac118

Annette Ballatore

co-counsel@valleyair.org

District Counsel

SJVAPCD

Security Level: Email, Account Authentication
(None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Accounting Technician

finance-contracts@valleyair.org

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

Not Offered via DocuSign

Ryan Buchanan

finance-signatures@valleyair.org

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

Not Offered via DocuSign

Sheraz Gill

apcocontracts@valleyair.org

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

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Misa Velasco / Lupe Reyes contracts@valleyair.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2022 2:41:06 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

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 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 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 imtiazh.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-119954-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 _____ day of _____, 2022, 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 **24th District Agriculture Association Tulare County Fair** (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 **Nineteen Thousand Nine Hundred Ninety-Nine And 47/100 dollars (\$19,999.47)** for
13 the purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

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

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

of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A. The District also reserves the right to reduce the funding if the Participant receives or will receive co-funding from a third party that, in addition to the District's funding, exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under this Agreement. Participant is required to disclose all such information to the District prior to the execution date of this Agreement. The Participant will not be reimbursed by the District for the purchase of the new alternative fuel vehicle(s) if the Participant has purchased, taken possession, or ordered the said new vehicle(s) prior to the execution date of this Agreement.

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

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

4. NON-ALLOCATION OF FUNDS

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

5. ANNUAL REPORTING

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

1. Participant contact information;
2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

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

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

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

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

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

21 **7. MODIFICATION**

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

24 **8. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

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

18 **9. NON-ASSIGNMENT**

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

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

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

10 **10. INDEMNIFICATION**

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

19 **11. INSURANCE AND VEHICLE WARRANTY**

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

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

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

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

21 **12. RECORD KEEPING**

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

representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

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

PARTICIPANT

DISTRICT

Dena Rizzardo
Chief Executive Officer
620 S. K Street
Tulare, CA 93274

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

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

14. AUDITS AND INSPECTIONS

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

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

15. POLITICAL ACTIVITY PROHIBITED

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

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

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

7 **17. CONFLICT OF INTEREST**

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

14 **18. GOVERNING LAW**

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

18 **19. COMPLIANCE WITH LAWS**

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

22 **20. BINDING ON SUCCESSORS**

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

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

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

1 reasonable satisfaction of District, complete all activities provided herein within the time
2 schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

4 **22. DATA OWNERSHIP**

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

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

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

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

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

1 of competent jurisdiction, such holding shall not affect any other provisions of this
2 Agreement, and the Agreement shall then be construed as if such unenforceable
3 provisions are not a part hereof.

4 **25. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between Participant and
6 District with respect to the subject matter hereof and supersedes all previous
7 negotiations, proposals, commitments, writings, advertisements, publications, and
8 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

**24th District Agriculture Association
Tulare County Fair**

**San Joaquin Valley Air Pollution
Control District**

DocuSigned by:

Dena Rizzardo

Samir Sheikh
Executive Director/APCO

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

Annette A. Ballatore
District Counsel

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

Ryan Buchanan
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

24th District Agriculture Association Tulare County Fair

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-119954

Vehicle Make: Columbia

Vehicle Model: Journeyman

Vehicle Model Year: 2021

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$19,999.47

Certificate Of Completion

Envelope Id: F2011AF02AC44F2BBA53B579578404AE

Status: Sent

Subject: Public Benefit: G-119954-A1 24th District Agriculture Association Tulare County Fair

Source Envelope:

Document Pages: 15

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Valley Air District

AutoNav: Enabled

1990 E GETTYSBURG AVE

Envelopeld Stamping: Enabled

FRESNO, CA 93726

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

contracts@valleyair.org

IP Address: 207.177.131.202

Record Tracking

Status: Original

Holder: Valley Air District

Location: DocuSign

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contracts@valleyair.org

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Pool: StateLocal

Storage Appliance Status: Connected

Pool: SJVAPCD

Location: DocuSign

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

Dena Rizzardo

dena.rizzardo@tcfair.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:



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Sent: 5/19/2022 2:43:25 PM

Viewed: 5/19/2022 2:52:58 PM

Signed: 5/19/2022 2:53:09 PM

Signature Adoption: Pre-selected Style

Signed by link sent to dena.rizzardo@tcfair.org

Using IP Address: 96.71.231.25

Electronic Record and Signature Disclosure:

Accepted: 5/19/2022 2:52:58 PM

ID: d1493125-cdb7-4d24-bc08-c724afd4b596

Annette Ballatore

co-counsel@valleyair.org

District Counsel

SJVAPCD

Security Level: Email, Account Authentication
(None)

Sent: 5/19/2022 2:53:11 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Accounting Technician

finance-contracts@valleyair.org

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

Not Offered via DocuSign

Ryan Buchanan

finance-signatures@valleyair.org

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

Not Offered via DocuSign

Sheraz Gill

apcocontracts@valleyair.org

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

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Misa Velasco / Lupe Reyes contracts@valleyair.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2022 2:43:25 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

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 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 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 imtiazh.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-119956-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 _____ day of _____, 2022, 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 **24th District Agriculture Association Tulare County Fair** (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 **Eighteen Thousand One Hundred Sixty-Seven And 70/100 dollars (\$18,167.70)** for
13 the purchase of the new alternative fuel vehicle(s) identified in Exhibit A. The maximum
14 funding provided per vehicle is limited to the corresponding Eligible Amount identified
15 in Exhibit A.

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

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

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

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

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

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

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

26 **5. ANNUAL REPORTING**

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

1. Participant contact information;
2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;

1 3. A substantially incorrect or incomplete annual report submitted
2 to the District;

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

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

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

21 **7. MODIFICATION**

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

24 **8. INDEPENDENT CONTRACTOR**

25 In performance of the work, duties, and obligations assumed by
26 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
27 mutually understood and agreed that Contractor, including any and all of Contractor's
28 officers, agents, and employees, will at all times be acting and performing as an

1 independent contractor and shall act in an independent capacity and not as an officer,
2 agent, servant, employee, joint venture, partner, or associate of District or ARB.
3 Furthermore, District shall have no right to control or supervise or direct the manner or
4 method by which Contractor shall perform its work and function. However, District shall
5 retain the right to administer this Agreement so as to verify that Contractor is performing
6 its obligations in accordance to the terms and conditions thereof. Contractor and District
7 shall comply with all applicable provisions of law and the rules and regulations, if any,
8 of governmental authorities having jurisdiction over matters the subject thereof.

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

18 **9. NON-ASSIGNMENT**

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

27 Prior to completing the transaction, the Participant understands that it is
28 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions

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

10 **10. INDEMNIFICATION**

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

19 **11. INSURANCE AND VEHICLE WARRANTY**

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

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

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

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

21 **12. RECORD KEEPING**

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

representative, upon request for the purposes of ongoing evaluations or auditing.

13. NOTICES

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

PARTICIPANT

DISTRICT

Dena Rizzardo
Chief Executive Officer
620 S. K Street
Tulare, CA 93274

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

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

14. AUDITS AND INSPECTIONS

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

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

15. POLITICAL ACTIVITY PROHIBITED

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

1 rules, or guidelines.

2 **16. LOBBYING PROHIBITED**

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

7 **17. CONFLICT OF INTEREST**

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

14 **18. GOVERNING LAW**

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

18 **19. COMPLIANCE WITH LAWS**

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

22 **20. BINDING ON SUCCESSORS**

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

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

27 It is understood that for Participant's performance under this Agreement,
28 time is of the essence. The parties reasonably anticipate that Participant will, to the

1 reasonable satisfaction of District, complete all activities provided herein within the time
2 schedule outlined in this Agreement, provided that Participant is not caused
3 unreasonable delay in such performance.

4 **22. DATA OWNERSHIP**

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

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

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

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

26 **24. SEVERABILITY**

27 In the event that any one or more of the provisions contained in this
28 Agreement shall for any reason be held to be unenforceable in any respect by a court

1 of competent jurisdiction, such holding shall not affect any other provisions of this
2 Agreement, and the Agreement shall then be construed as if such unenforceable
3 provisions are not a part hereof.

4 **25. ENTIRE AGREEMENT**

5 This Agreement constitutes the entire agreement between Participant and
6 District with respect to the subject matter hereof and supersedes all previous
7 negotiations, proposals, commitments, writings, advertisements, publications, and
8 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

**24th District Agriculture Association
Tulare County Fair**

**San Joaquin Valley Air Pollution
Control District**

DocuSigned by:


73912586C5C5F441
Dena Rizzardo

Samir Sheikh
Executive Director/APCO

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

Annette A. Ballatore
District Counsel

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

Ryan Buchanan
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

24th District Agriculture Association Tulare County Fair

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-119956

Vehicle Make: Columbia

Vehicle Model: Journeyman

Vehicle Model Year: 2021

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$18,167.70

Certificate Of Completion

Envelope Id: 59161B78E2A84F5BA53A42333B8AF95B

Status: Sent

Subject: Public Benefit: G-119956-A1 24th District Agriculture Association Tulare County Fair

Source Envelope:

Document Pages: 15

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Valley Air District

AutoNav: Enabled

1990 E GETTYSBURG AVE

Envelopeld Stamping: Enabled

FRESNO, CA 93726

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

contracts@valleyair.org

IP Address: 207.177.131.202

Record Tracking

Status: Original

Holder: Valley Air District

Location: DocuSign

5/19/2022 2:43:39 PM

contracts@valleyair.org

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: SJVAPCD

Location: DocuSign

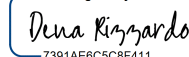
Signer Events**Signature****Timestamp**

Dena Rizzardo

dena.rizzardo@tcfair.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:



7391AE6C5C8F411...

Sent: 5/19/2022 2:45:36 PM

Viewed: 5/19/2022 2:53:25 PM

Signed: 5/19/2022 2:53:33 PM

Signature Adoption: Pre-selected Style

Signed by link sent to dena.rizzardo@tcfair.org

Using IP Address: 96.71.231.25

Electronic Record and Signature Disclosure:

Accepted: 5/19/2022 2:53:25 PM

ID: 7ae33052-c409-4663-8db4-a5aa3cb4315b

Annette Ballatore

co-counsel@valleyair.org

District Counsel

SJVAPCD

Security Level: Email, Account Authentication
(None)

Sent: 5/19/2022 2:53:34 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Accounting Technician

finance-contracts@valleyair.org

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

Not Offered via DocuSign

Ryan Buchanan

finance-signatures@valleyair.org

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

Not Offered via DocuSign

Sheraz Gill

apcocontracts@valleyair.org

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

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Misa Velasco / Lupe Reyes contracts@valleyair.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2022 2:45:36 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

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 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 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 imtiazh.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-119958-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 _____ day of _____, 2022, 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 **24th District Agriculture Association Tulare County Fair** (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;

2. Proof of current California registration for the new alternative fuel vehicle(s);
3. Proof of insurance as required by paragraph 11.
4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
5. Summary of maintenance performed;
6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. **Breach of Agreement:** District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

1. An illegal or improper use of funds;
2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete annual report submitted

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.

13. NOTICES

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

PARTICIPANT**DISTRICT**

Dena Rizzardo
Chief Executive Officer
620 S. K Street
Tulare, CA 93274

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

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

14. AUDITS AND INSPECTIONS

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

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

15. POLITICAL ACTIVITY PROHIBITED

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

1 **16. LOBBYING PROHIBITED**

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

6 **17. CONFLICT OF INTEREST**

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

13 **18. GOVERNING LAW**

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

17 **19. COMPLIANCE WITH LAWS**

18 The Participant shall comply with 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

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

25. ENTIRE AGREEMENT

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

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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

**24th District Agriculture Association
Tulare County Fair**

**San Joaquin Valley Air Pollution
Control District**

DocuSigned by:


Dena Rizzardo

Samir Sheikh
Executive Director/APCO

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

Annette A. Ballatore
District Counsel

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

Ryan Buchanan
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

24th District Agriculture Association Tulare County Fair

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT

Public Benefit Grants Program

New Alternative Fuel Vehicle Purchase Component

Application Number: G-119958

Vehicle Make: Columbia

Vehicle Model: Utilitruck

Vehicle Model Year: 2022

Vehicle Type: Battery-Electric

Maximum Eligible Amount: \$20,000.00

Certificate Of Completion

Envelope Id: CA92FE872B97491D9C81C4D5C9D4AAC1

Status: Sent

Subject: Public Benefit: G-119958-A1 24th District Agriculture Association Tulare County Fair

Source Envelope:

Document Pages: 15

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Valley Air District

AutoNav: Enabled

1990 E GETTYSBURG AVE

Envelopeld Stamping: Enabled

FRESNO, CA 93726

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

contracts@valleyair.org

IP Address: 207.177.131.202

Record Tracking

Status: Original

Holder: Valley Air District

Location: DocuSign

5/19/2022 2:45:58 PM

contracts@valleyair.org

Security Appliance Status: Connected

Pool: StateLocal

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Pool: SJVAPCD

Location: DocuSign

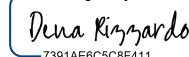
Signer Events**Signature****Timestamp**

Dena Rizzardo

dena.rizzardo@tcfair.org

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Dena Rizzardo

7391AE6C5C8F411...

Sent: 5/19/2022 2:47:37 PM

Viewed: 5/19/2022 2:53:51 PM

Signed: 5/19/2022 2:54:00 PM

Signature Adoption: Pre-selected Style

Signed by link sent to dena.rizzardo@tcfair.org

Using IP Address: 96.71.231.25

Electronic Record and Signature Disclosure:

Accepted: 5/19/2022 2:53:51 PM

ID: 7fd2f5cf-7303-4e90-842f-766b834b2b80

Annette Ballatore

co-counsel@valleyair.org

District Counsel

SJVAPCD

Security Level: Email, Account Authentication
(None)

Sent: 5/19/2022 2:54:01 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Accounting Technician

finance-contracts@valleyair.org

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

Not Offered via DocuSign

Ryan Buchanan

finance-signatures@valleyair.org

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

Not Offered via DocuSign

Sheraz Gill

apcocontracts@valleyair.org

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

Not Offered via DocuSign

Signer Events	Signature	Timestamp
Misa Velasco / Lupe Reyes contracts@valleyair.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2022 2:47:37 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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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.

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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

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 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 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 imtiazh.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..

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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.

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- 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.