

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Parks and Recreation *ML*

BOARD AGENDA # *B-7

Urgent Routine

AGENDA DATE October 30, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval for the Director of Parks and Recreation to Accept and Enter into a Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program Agreement with the San Joaquin Valley Air Pollution Control District for Fiscal Year 2012-2013

STAFF RECOMMENDATIONS:

1. Authorize the Director of Parks and Recreation, or her designee, to accept and enter into a Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program Agreement with the San Joaquin Valley Air Pollution Control District for \$5,593.34 for Fiscal Year 2012-2013.
2. Adopt a Resolution to authorize the Director of the Department of Parks and Recreation, or her designee, to enter into and sign the Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program Agreement with the San Joaquin Valley Air Pollution Control District for Fiscal Year 2012-2013.

(Continued on next page)

FISCAL IMPACT:

With the awarded grant funding, the Department of Parks and Recreation would receive a voucher for 10 pieces of equipment from the San Joaquin Valley Air Pollution Control District which includes: one self-propelled lawn mower, two blowers, three string trimmers/edgers, and four hedge trimmers. The accessories would include one battery charger for a self-propelled lawn mower, nine lithium ion batteries and one 24V batteries for a self-propelled lawn mower. The total amount of equipment ordered, would be \$5,593.34. The sales tax and other charges will be waived by the District.

(Continued on next page)

BOARD ACTION AS FOLLOWS:

No. 2012-532

On motion of Supervisor Chiesa, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Director of Parks and Recreation to Accept and Enter into a Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program Agreement with the San Joaquin Valley Air Pollution Control District for Fiscal Year 2012-2013

STAFF RECOMMENDATIONS (Continued):

3. Authorize the Director of Parks and Recreation, or her designee, to approve and sign any amendments to the Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program Agreement with the San Joaquin Valley Air Pollution Control District for Fiscal Year 2012-2013.

FISCAL IMPACT (Continued):

Participants and the District would share the upfront purchase cost of the equipment. At the time of equipment purchase, participants are required to pay the technology demonstrator a ten-percent reimbursable deposit (\$559.33) of the total purchase price of the equipment. The District provides program vouchers for the remaining amount of the equipment payable to the Technology Demonstrators. The reimbursable deposit would be paid for from the Parks and Recreation Fiscal Year 2012-2013 budgeted appropriations. Participants will be reimbursed by the District for the deposit upon receipt of all required data and claim for payment requests at the end of the Demonstration Program. The Demonstration Program is scheduled to begin in October 2012 and end May 30, 2013. Stanislaus County will retain ownership of the purchased equipment at the end of the Demonstration Program.

DISCUSSION:

On August 20, 2012, the San Joaquin Valley Air Pollution Control District (District) opened a Request for Applications (RFA) to accept applications from interested commercial lawn care end-users within the San Joaquin Valley under the District's Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program. The RFA had an original closing date of September 20, 2012. The Demonstration Program provides opportunities to utilize new, zero-emission equipment to promote air-friendly operations and to develop greener business practices. The Demonstration Program is for commercial lawn care end-users whose operations are within the San Joaquin Valley Air Basin (SJVAB) boundaries for the demonstration and evaluation of approved cordless zero-emission commercial lawn care equipment.

Given the strict timeframes for this RFA, the Department of Parks and Recreation (Department) consulted with the Chief Executive Office prior to submitting the grant application to the District for consideration without first obtaining Board approval. Sound justification was provided to proceed with the application due to the unique granting opportunity, the nominal costs, and the short time frame for the application period. It was understood that the Department would bring the item to the Board for formal consideration if awarded the grant funding. There was no application fee required at the time of submission.

The Department submitted an application on September 19, 2012, for the Demonstration Program in the amount of \$5,181 which includes the refundable 10% deposit (Attachment A). The Department is constantly looking for ways to operate in more environmentally safe ways. On September 20, 2012, the Department was notified that the District had extended the

Approval for the Director of Parks and Recreation to Accept and Enter into a Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program Agreement with the San Joaquin Valley Air Pollution Control District for Fiscal Year 2012-2013

solicitation period with the RFA closing on October 1, 2012, however, the Department was not aware then that an extension was being considered prior to submitting the application.

The primary objectives of the Demonstration Program are to:

- Demonstrate the performance and durability of the equipment;
- Provide an opportunity for eligible commercial lawn care end-users (participants) to gain hands-on familiarity with equipment; and
- Obtain feedback from participants regarding the equipment's performance and durability to assist in furthering the development and improvement of the technologies.

On October 2, 2012, the District verbally notified the Department that the application had been reviewed and approved for participation in the Demonstration Program in the amount of \$5,593.34 which includes taxes and delivery charges. All equipment requested was granted except for one 24V Greenstation battery. Formal confirmation with the contract (Attachment B) was received in a letter dated October 9, 2012. The District has prepared contracts for participants and is giving them a limited amount of time to sign the contract and order the equipment. Participants are strongly advised to place orders for equipment in a timely manner to ensure that the equipment can be delivered within 30 calendar days from the contract execution date. In order to meet this timeline, a resolution is required before the contract can be issued. Although the District has asked that the contract, resolution and other supporting material be submitted by October 15, 2012, Department staff has notified them that Board consideration of this item is scheduled for October 30, 2012. The District understands that they will receive all required documentation after Board consideration and approval.

Selected participants must agree to adhere to and perform program requirements specified in this RFA and sign a binding contract with the District for the duration of the Demonstration Program. The contract clearly outlines all binding requirements of the participant.

Participants of the Demonstration Program are required to submit monthly reports to the District on the equipment's performance, durability, maintenance issues, and any other relevant information appropriate to assist in the further improvement and development of the equipment. There is also a requirement for one annual report each year for two years following the completion of the Program. Participants would be required to use equipment for a minimum number of hours during each monthly reporting period to ensure that adequate data could be collected.

The Department has chosen the County Center/Community Parks Division to participate in this Demonstration Program. The proposed equipment including blowers, trimmers, and edgers are best used in areas with a variety of trees, bushes, and shrubs that require landscape maintenance. Some of the locations where this equipment would be utilized include Juvenile Hall, County Center III parking lot, Learning Institute, Modesto Library, Turlock Library, Riverbank Library, Oakdale Library, Salida Library, and the Court House.

Approval for the Director of Parks and Recreation to Accept and Enter into a Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program Agreement with the San Joaquin Valley Air Pollution Control District for Fiscal Year 2012-2013

POLICY ISSUE:

Approval of this agenda item, to authorize the Director of the Department of Parks and Recreation to enter into and sign a contract for the Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program Agreement with the San Joaquin Valley Air Pollution Control District for Fiscal Year 2012-2013, is consistent with the Board's priorities of A Healthy Community, Effective Partnerships, and the Efficient Delivery of Public Services. The County is committed to improving the health and quality of life for Valley residents through effective air quality programs.

STAFFING IMPACTS:

There are no staffing impacts associated with this item. The Demonstration Program will be conducted in Parks and Recreation Community Parks/County Centers Division, and will continue to be accomplished through the use of existing staff.

CONTACT PERSON:

Jami Aggers, Interim Director of Parks and Recreation

Telephone: 209-525-6770

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
STATE OF CALIFORNIA

No. 2012-532

Date: October 30, 2012

No.

On motion of Supervisor Chiesa Seconded by Supervisor Withrow
and approved by the following vote,
Ayes: Supervisors: Chiesa, Withrow, Monteith, De Martini, and Chairman O'Brien
Noes: Supervisors: None
Excused or Absent: Supervisors: None
Abstaining: Supervisor: None

THE FOLLOWING RESOLUTION WAS ADOPTED:

Item # *B-7

IN RE: Approval to Accept and Enter into a Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program Agreement with the San Joaquin Valley Air Pollution Control District for Fiscal Year 2012-2013

WHEREAS, The San Joaquin Valley Air Pollution Control District (District) is accepting applications for the Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program; and

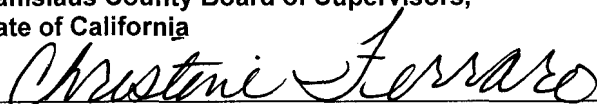
WHEREAS, the San Joaquin Valley Air Pollution Control District has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the San Joaquin Valley Air Pollution Control District require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for the Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors authorizes the submittal of an application(s) for the Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program, certifies that this agency understands its obligations to the San Joaquin Valley Air Pollution Control District upon approval of the Demonstration Program, certifies that this agency will implement the Demonstration Program with diligence once funds are available, and certifies that this agency will provide the 10% reimbursable deposit for the total purchase price of equipment.

BE IT FURTHER RESOLVED that the Director of Parks and Recreation, or her designee, is hereby authorized and empowered to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, and payment requests which may be necessary for completion of the Project.

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk
Stanislaus County Board of Supervisors,
State of California





September 19, 2012

SJVAPD – Northern Region Office
4800 Enterprise Way
Modesto, CA 95356-8718
ATTN: Commercial Lawn and Garden Program Staff

To Whom It May Concern:

Please accept this application for the Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program on behalf of Stanislaus County, Department of Parks and Recreation.

If you should have any questions please contact Cathy Gomez, Staff Services Coordinator, at 209-525-6783.

Sincerely,

Cathy A. Gomez
Staff Services Coordinator
Stanislaus County
Department of Parks and Recreation

ATTACHMENT A

SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT
APPLICATION
 CORDLESS ZERO-EMISSION COMMERCIAL LAWN AND GARDEN
 EQUIPMENT DEMONSTRATION PROGRAM

Please fill out all four sections of the application completely and as accurately as possible. All fields are required unless otherwise indicated.

SECTION I – APPLICANT INFORMATION

Business/Public Agency Name (as it appears on Form W-9 & supporting documentation): County of Stanislaus		
Business Type (check appropriate box): <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Government <input type="checkbox"/> Other:		
Physical Address of Business/Public Agency: 3800 Cornucopia Way, Suite C		
City: Modesto	State: CA	Zip Code: 95358
Mailing Address of Business/Public Agency (if different from physical address): N/A		
City:	State:	Zip Code:
Contact Person for Demonstration Program (First and Last name, and title): Cathy Gomez - Staff Services Coordinator		
Primary Contact Number: 209-525-6783	Alternate Number (optional):	Fax Number (optional): 209-525-6773
Contact Email (optional): cgomez@parksrec.org		
Signing Authority, authorized person to sign the contract with District (First and Last name, and title): Jami Aggers - Interim Director of the Department of Parks and Recreation		
Taxpayer ID Number (as it appears on Form W-9):		
County of Business/Agency Residence: <input type="checkbox"/> Fresno <input type="checkbox"/> Kern <input type="checkbox"/> Kings <input type="checkbox"/> Madera <input type="checkbox"/> Merced <input type="checkbox"/> San Joaquin <input checked="" type="checkbox"/> Stanislaus <input type="checkbox"/> Tulare		County of Business/Agency Operation (check all that apply): <input type="checkbox"/> Fresno <input type="checkbox"/> Kern <input type="checkbox"/> Kings <input type="checkbox"/> Madera <input type="checkbox"/> Merced <input type="checkbox"/> San Joaquin <input checked="" type="checkbox"/> Stanislaus <input type="checkbox"/> Tulare <input type="checkbox"/> Other:
Have you applied to any other grant programs for any equipment in this application? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes – Identify grant program(s) and grant amount(s):		

SECTION II – OPERATION/ACTIVITY INFORMATION

For private commercial businesses, please answer the following:

Total Number of Crew(s): N/A	Average Number of Employees per Crew:
Average number of job sites per month per crew:	
Please describe the types of job sites the business services (i.e., residential, business complexes, malls, school sites, etc.):	
Please describe the type(s) of lawn care operation(s) the business currently performs on a routine basis (e.g., tree trimming, lawn care/maintenance, etc.):	

For public agencies, please answer the following:

Total Number of Crew(s): 2	Average Number of Employees per Crew: 2-3 employees
Please describe the type(s) of lawn care operation(s) the agency currently performs on a routine basis (e.g., tree trimming, lawn care/maintenance, etc.):	
Litter, Garbage, spray for weeds/bugs, mow, edge, blow, water, irrigation fixes, playground inspections, trimming trees and bushes	

SECTION III – CURRENT EQUIPMENT INFORMATION

A. Current Equipment Form

This following Form must be completed and submitted with the application. Applicant may submit an alternative document with all of the required information below.

Print or type the following information regarding your current equipment. A fillable electronic copy of this Form is also available online for your convenience at www.valleyair.org. Please make additional copies of this Form as necessary to account for all applicable and operable lawn care equipment that you currently own.

Make	Model	Equipment Type ¹	Fuel Type ²	Quantity ³
Sample	ABC-123	Riding Lawn Mower	Gas	2
Toro	20053	Push Mower	Gas	1
Toro	22172	Push Mower	Gas	2
Stihl	BR400	Back Pack Blower	2 stroke Gas	5
Echo	PR 413	Back Pack Blower	2 stroke Gas	7
Echo	PR 300	Back Pack Blower	2 stroke Gas	3
Echo	PB 201	Back Pack Blower	2 stroke Gas	1
Echo	PB 261	Back Pack Blower	2 stroke Gas	1
Toro	20030	Push Mower	Gas	1
Toro	22145	Push Mower	Gas	1
Honda	HRC 216	Push Mower	Gas	2
Ex Mark	EC 21KACA	Push Mower	Gas	1
Yard Machine	11A-414R229	Push Mower	Gas	1

1 - Example equipment types are those generally, but not exclusively, powered by spark-ignition engines such as mowers, blowers, sweepers, chainsaws, edgers, trimmers, etc.

2 - Example fuel types include gas, cordless electric, corded electric, propane, etc.

3 - The total should include all equipment type currently operated by the business or public agency.

For Internal Use Only:

Project Number:

SECTION III – CURRENT EQUIPMENT INFORMATION

A. Current Equipment Form

This following Form must be completed and submitted with the application.
Applicant may submit an alternative document with all of the required information below.

Print or type the following information regarding your current equipment. A fillable electronic copy of this Form is also available online for your convenience at www.valleyair.org. Please make additional copies of this Form as necessary to account for all applicable and operable lawn care equipment that you currently own.

Make	Model	Equipment Type ¹	Fuel Type ²	Quantity ³
Sample	ABC-123	Riding Lawn Mower	Gas	2
Echo	SRM	Weedeater	2 stroke Gas	12
Power Trim	150	Push Edger	Gas	1
Power Trim	300	Push Edger	Gas	2
Echo	PE311	Stick Edger	2 stroke Gas	6
Echo	HC151	Hedge Trimmer	2 stroke Gas	3
Echo	HC1600	Hedge Trimmer	2 stroke Gas	2
Stihl	Unknown	Hedge Trimmer	2 stroke Gas	1
Echo	Bearcat	String Mower	Gas	2

1 – Example equipment types are those generally, but not exclusively, powered by spark-ignition engines such as mowers, blowers, sweepers, chainsaws, edgers, trimmers, etc.
 2 – Example fuel types include gas, cordless electric, corded electric, propane, etc.
 3 – The total should include all equipment type currently operated by the business or public agency.

For Internal Use Only:

Project Number:

SECTION III – CURRENT EQUIPMENT INFORMATION (Continued)

B. Average Use of Equipment

Please provide the following usage information for each type of equipment you currently own and operate.

Equipment Type	Average Usage per Equipment (Hours/Week)
Mower	25 hours/week
Blower	35 hours/week
Sweeper	0
Chainsaw (Seasonal = Winter = 8 hours/week)	8 hours/week
Line Trimmer	30 hours/week
Hedge Trimmer	8 hours/week
Other: Weed eater (same as line trimmer)	
Other: Riding Lawn Mowers	30-40 hrs/week
Other:	
Other:	

Section IV – Equipment Selection:

Participants may review and select varying equipment type from more than one participating Technology Demonstrator. Participants may also make a selection from a single category or multiple categories. The listed price next to the equipment information on the Equipment Selection Form does not include any freight/shipping charges or sales tax.

Selected equipment will be subject to availability and final District approval; consequently, equipment requested in an application may not be available for purchase. In the event that the District receives multiple complete applications with requests for equipment with limited inventory, District staff will conduct a random lottery to determine the recipient(s) of the requested equipment.

For more information on the list of eligible equipment, accessories, and approved freight/shipping charges, please refer to the District's website at: http://www.valleyair.org/Grant_Programs/GrantPrograms.htm#CordlessLawnMachine

Please review the list of eligible equipment on the next page and mark the number "1" in Column A, next to the type of equipment that is your preferred choice for each category. Please also mark in Column A, the equipment that would be your 2nd and/or 3rd choice in case your preferred pieces of equipment are not available. In Column B, please mark the number of requested pieces of equipment.









Commercial Lawn and Garden Demonstration Program

Demonstration Program Equipment Selection Form

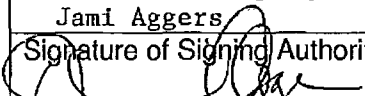
	Column A: Preference for Each Category	Column B: Number of Equipment Pieces	Technology Demonstrators	Model	Equipment Description	Equipment Cost Exclude Sales Tax and other Charges
Category - 1	Eligible Mowers					
			Mean Green Products	CXR-62	Electric Zero Turn Mower (batteries sold separate)	\$10,500.00
			EcoCut & Trim Inc.	"specialty item"	Robotic Mower	\$4,600.00
			Mean Green Products	WBX-33	Self-Propelled Walk Behind Mower (batteries sold separate)	\$2,950.00
			Greenstation	Lawn NC	Commercial Rated Lawnmower	\$2,200.00
			EcoCut & Trim Inc.	Ryobi RY14110A	Self Propelled Mower	\$550.00
	1	1	Greenstation	Lawn N-2	Self-Propelled Lawnmower	\$469.00
		Greenstation	Lawn N-1	Cordless Electric Lawnmower	\$429.00	
		STIHL	RMA 370	WALK-BEHIND MOWER	\$399.95	
Category - 2	Eligible Blowers					
			TMC	BPBL24V	Battery Powered Blower	\$399.95
	1	2	STIHL	BGA 85	HAND HELD BLOWER	\$299.95
		EcoCut & Trim Inc.	Ryobi RY40410	Blower	\$250.00	
Category - 3	Eligible Sweepers					
			EcoCut & Trim Inc.	"specialty item"	Backpack Vacuum	\$4,000.00
			Greenstation	Haaga 697	Mastersweep with Electric Drive	\$1,999.99
		Greenstation	Haaga 497	Proll Sweeper	\$1,199.99	
Category - 4	Eligible Chainsaw					
			STIHL	MSA 160	12' CHAIN SAW	\$349.95
Category - 5	Eligible Line Trimmer					
	1	3	STIHL	FSA 85	STRAIGHT SHAFT LINE TRIMMER	\$299.95
			EcoCut & Trim Inc.	Ryobi RY40210	String Trimmer/Edger	\$275.00
Category - 6	Eligible Hedge Trimmer					
			STIHL	HAS 65	HEDGE TRIMMER	\$299.95
	1	4	EcoCut & Trim Inc.	Ryobi RY40610	Hedge Trimmer	\$275.00
PLEASE MARK THE ACCESSORIES, CHARGERS AND BATTERIES THAT ARE APPROPRIATE FOR YOUR EQUIPMENT	Eligible Accessories (Varies for Participant by Equipment Type)					
			STIHL	4850 490 0100	BATTERY BELT	\$159.99
			STIHL	4850 491 0101	ADDITIONAL BAG	\$26.99
			STIHL	4850 490 0301	DOUBLE SHOULDER HARNESS FOR BATTERY BELT	\$26.99
	Eligible Battery Chargers (Varies for Participant by Equipment Type)					
			Mean Green Products	LEM 110V	110 Volt Battery Charger	\$475.00
			TMC	BP0140	24V Battery Charger	\$199.95
			STIHL	AL 300	RAPID CHARGER	\$93.99
	1		Greenstation		Additional Battery Charger for Lawn N-1 and N-2	\$29.00
			Greenstation		Additional Battery Charger for Lawn NC	\$40.00
	Eligible Batteries (Varies for Participant by Equipment Type)					
			Mean Green Products	LEM80	Lithium Energy Module	\$1,725.00
			Mean Green Products	LEM60	Lithium Energy Module	\$1,450.00
			Greenstation	30 Ah Lithium Ion	36V Battery for Lawn NC	\$1,000.00
			STIHL	AP 160	BATTERY	\$269.99
		9	EcoCut & Trim Inc.	Ryobi OP4026A	Lithium Ion Battery (spares)	\$220.00
		2	Greenstation	20ah Battery	24V Battery for Lawn N-1 and N-2	\$139.00
		TMC	PE12V24AB1	12V Battery	\$78.63	

APPLICANT CERTIFICATIONS FORM

All applicants are required to submit a completed Applicant Certifications Form in order to be approved as a Participant in the Demonstration Program. By initialing and signing the Applicant Certifications Form, the applicant certifies that they have read the Request for Application for the Cordless Zero-Emission Commercial Lawn and Garden Demonstration Program and agrees to its requirements. Additionally, the applicant certifies and agrees to the following terms and conditions by initialing each of the following sections:

- Initial  I represent a professional landscape business or a public agency that can show proof of residency in the SJVAB.
- Initial  I represent a professional landscape business or a public agency that can show proof of maintaining its own lawn care operation within the boundaries of the SJVAB over the last 12 months.
- Initial  I certify that the professional landscape business or public agency that I represent will operate the Equipment for the appropriate type of work needed and agree to provide consumer feedback to the District and Technology Demonstrators regarding the performance, durability, and usage of the Equipment on a monthly basis for the duration of the Demonstration Program.
- Initial  I certify that the professional landscape business or public agency that I represent commit to a minimum equipment usage, as required in the Request for Proposal, to ensure that reasonable data is obtained.
- Initial  I certify that the professional landscape business or public agency that I represent will not receive any compensation or financial rebates or incentives, as a result of purchasing the Equipment for the Demonstration Program.
- Initial  I commit that any emissions reductions generated by the procurement of the Equipment will not be used as marketable emission reduction credits, to offset any emission reduction obligation of any person or entity, or to generate a compliance or extra credit for determining regulatory compliance.
- Initial  I will notify the District immediately if there is a change in address, contact person, or other information in the application packet within the program timeline.
- Initial  I hereby certify under penalty of perjury that the information provided in the program application and applicant certifications form is true and correct.

I hereby certify that all information provided in the application packet, including any attachments, are true and correct and by signing this Form, I will comply with all program requirements.

Printed Name of Signing Authority: Jami Aggers	Title: Interim Director
Signature of Signing Authority: 	Date: 9/19/12

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) County of Stanislaus	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) > _____	
	<input checked="" type="checkbox"/> Other (see instructions) > Government Agency	
	Address (number, street, and apt. or suite no.) 3800 Cornucopia Way, Suite C	Requester's name and address (optional)
City, state, and ZIP code Modesto CA 95358		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

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

Social security number

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Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of U.S. person >	<i>[Handwritten Signature]</i>	Date >	3/7/12
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General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.



San Joaquin Valley
AIR POLLUTION CONTROL DISTRICT



October 9, 2012

Cathy Gomez
County of Stanislaus
3800 Cornucopia Way, Suite C
Modesto, CA 95358

RE: Project Status: Agreement Offered
Lawn Garden Program Commercial L&G Component - Project Number: C-20966-A

Dear Cathy Gomez:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Cordless Zero-Emission Commercial Lawn & Garden Equipment Demonstration Program. Your project has been approved for funding.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review and verify that the information in the agreement is accurate and complete the Disclosure of Funds form. The grant amount allocated for the purchase of the cordless zero-emission commercial lawn and garden equipment (Equipment) can be found under the "*Obligations of the District*" section of the enclosed agreement. The list of SJVAPCD-approved Equipment for this project is located in Exhibit B of the enclosed agreement.

Please sign and return both the original agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office at the following address **no later than October 15, 2012.**

San Joaquin Valley Unified Air Pollution Control District
Commercial Lawn and Garden Program Staff
1990 East Gettysburg Avenue
Fresno, CA 93726-0244

For **public agencies**, please also submit to the SJVAPCD an approved resolution from your agency's governing body (i.e., City Council, Board of Supervisors, School Board, etc.), or a duly authorized official with authority to make financial decisions, authorizing the submittal of the application and identifying the individual(s) authorized to sign the contract and implement the demonstration project. **The agreement will not be executed without an approved resolution.**

Seyed Sadredin

Executive Director/Air Pollution Control Officer

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

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

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

www.valleyair.org www.healthyliving.com

ATTACHMENT B

Cathy Gomez
October 9, 2012
Page 2

Agreements are executed after signatures from all parties involved (Participant and SJVAPCD) have been obtained. **Do not** purchase or take possession of the Equipment for this project until you are notified in writing that your agreement has been executed and you are provided a SJVAPCD-approved voucher(s). **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature from SJVAPCD staff is received.

If you have any questions regarding your agreement, please call (559) 230-5800 or email weberip@valleyair.org and Commercial Lawn and Garden Program staff will be happy to assist you. Please be sure to reference your Project Number **C-20966-A**.

Sincerely,

Commercial Lawn and Garden Program Staff
Incentive Programs

SJVAPCD Disclosure of Funds
Identification of Potential Co-Funding

Lawn Garden Program Commercial L&G Component
Project Number: **C-20966-A**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, federal, state, local, and private funding sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost, including manufacturer rebates or coupons, tax credits or deductions, grants, or other public financial assistance for the cordless zero-emission commercial lawn and garden equipment under this project.

Information provided on this form may be shared as required by federal, state, and local laws. Provided that all monetary deposits from the participants are refundable upon completion of the Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program (Demonstration Program), no participants shall receive any excess monetary compensation as a result of this project. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for the Demonstration Program without proper disclosure shall be disqualified from funding for the Demonstration Program and all related funding sources within the control of the SJVAPCD, other air districts, or Air Resources Board.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Jami Aggers
Contract Signing Authority (Print Name)

Contract Signing Authority Signature

Date

(Please date this document, but do not date the agreement.)**

Agreement C-20966-A

**SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
CORDLESS ZERO-EMISSION COMMERCIAL LAWN AND GARDEN EQUIPMENT
DEMONSTRATION PROGRAM
FUNDING AGREEMENT
(NEW LAWN & GARDEN EQUIPMENT FOR IN-USE TESTING)**

This Agreement, made this 28th day of November, 2012, between San Joaquin Valley Unified Air Pollution Control District ("District") and **County of Stanislaus** ("Participant").

This Agreement is not effective until all signatures and dates are placed on the signature page.

In consideration of their mutual promises, covenants, conditions, and the funds awarded under this Agreement and in compliance with the Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program; hereinafter the "Demonstration Program", and its Request for Application (RFA), this project shall meet all program requirements for the full term of the Agreement, therefore the parties agree as follows:

1. PROGRAM

The purpose of the Demonstration Program is to provide an opportunity for participants to employ and test new cordless zero-emission commercial lawn and garden equipment; hereinafter "Equipment", and provide performance data and feedback to the District. In-use testing of the Equipment under the Demonstration Program will provide immediate reductions of criteria pollutant and greenhouse gas emissions from the commercial sector. Program funding will be applied towards the purchase of Equipment for use within the San Joaquin Valley Air Basin (SJVAB); a map of which is attached hereto and incorporated herein as **Exhibit A**. Participant has agreed to undertake such participation.

2. DESCRIPTION OF EQUIPMENT

- A. Program funding under this Agreement shall be applied towards the purchase of District-approved Equipment and accessories from contracted manufacturers and vendors for the Demonstration Program, hereinafter "Technology Demonstrators". With the execution of this Agreement, Participant agrees to purchase the Equipment from the Technology Demonstrator(s) listed on **Exhibit B**; attached hereto and incorporated herein.
- B. Participant shall not order, take possession, purchase, or make a down payment on Equipment prior to receiving an executed agreement and District-issued voucher(s) dated with the execution date of the agreement.

- C. Program funding shall not be allowed for equipment and accessories that are not listed in Paragraph 2(A). Other equipment and services not eligible for funding under the Demonstration Program includes, but is not limited to, in-field training, technical support, replacement parts, inverters, charging stations, garden necessities, and hand tools. Participant is financially responsible for costs incurred and items purchased that are not listed in Exhibit B.

3. OBLIGATIONS OF DISTRICT

- A. District shall provide **up to \$559.33** dollars to Participant to be used towards the purchase of Equipment described in Exhibit B for the purpose of the Demonstration Program.
- B. District shall provide program oversight and support to Participant and ensure that the appropriate Technology Demonstrator(s) provide technical support, as needed and where feasible, for the duration of the Demonstration Program.
- C. District shall issue payment for the reimbursable deposit directly to Participant within **sixty (60) working days** upon receipt and verification of all monthly reports specified in Paragraph 5(A) and a properly supported Claim for Payment (CFP) packet. The District shall only compensate the Participant for Equipment and accessories identified in Exhibit B. The District reserves the right to reduce the program funding amount if it is determined that the actual costs for the Equipment are less than the costs indicated on the Agreement. Additionally, District reserves the right to disallow certain ineligible costs submitted on the claim for payment request and thereby reduce the program funding amount. A determination of cost eligibility will be at the sole discretion of the District.

4. AGREEMENT TERMS

Participant must immediately notify the District in writing with proper justification if any of the terms in this section cannot be met. The District reserves the right to terminate this Agreement or amend the contract, on a case-by-case basis, to ensure the project is completed in a timely manner. Participant may be subject to conditions in Paragraph 8 for noncompliance with this section.

- A. Project Completion Terms (Milestones):
1. **Equipment Order:** Participant shall order Equipment listed in Exhibit B no later than **fourteen (14) calendar days** from the execution date of this Agreement.
 2. **Equipment Delivered:** Participant shall have Equipment delivered no later than **thirty (30) calendar days** from the date the Equipment is/are ordered.
 3. **Equipment Operation:** Participant shall begin operating the Equipment as part of its commercial lawn care operation, as described in Paragraph 6, upon receipt of the Equipment, but no later than **forty-five (45) calendar days** from the execution date of this Agreement.

4. **Equipment Data and Reporting:** Participant shall provide monthly reports to the District, as described in Paragraph 5(A). The first monthly report shall be due **November 30, 2012**, and subsequent monthly reports will be due on the 30th of every month thereafter. The final monthly report must be received by the District no later than **May 31, 2013**.
5. **Claim for Payment Request for Reimbursement:** Participant shall submit a complete CFP packet to the District to be reimbursed for the deposit made to the Technology Demonstrator(s). The claim for payment may be submitted with the final report; however, all claims for payment must be received by the District no later than **June 10, 2013**.

B. **In-use Testing Phase** – The In-use Testing Phase will begin upon receipt of the Equipment and end on May 31, 2013. Participant shall operate and maintain the Equipment listed in Exhibit B according to the terms of this Agreement during the In-use Testing phase.

C. **Annual Reporting Phase** – Participant is required to own the Equipment listed in Exhibit B for a minimum of two (2) years after the In-Use Testing Phase, beginning June 1, 2013 and ending on June 1, 2015. The Equipment obtained through this Agreement must be in the possession and ownership of the Participant for the duration of the Annual Reporting Phase.

D. **Project Implementation Phase** – For the purpose of this project, the Project Implementation Phase includes both the In-use Testing Phase and the Annual Reporting Phase. The Project Implementation Phase will begin upon receipt of the Equipment and end on June 1, 2015. In the event that the Equipment undergoes technical service or is no longer in service during the Project Implementation Phase, Participant shall immediately notify the District in writing to address such event. Participant may be subject to conditions in Paragraph 8 for noncompliance with the annual reporting requirements in this Agreement.

5. **REPORTING**

A. **Monthly Reporting During the In-Use Testing Phase**

1. Participant shall use the Equipment at the required minimum monthly usage levels, as identified in the Demonstration Program RFA; attached hereto and incorporated herein as **Exhibit C**, and submit monthly reports to the District, as specified in Paragraph 4(A)(4). Each monthly report is due on the 30th of every month commencing November 2012.
2. Participant is required to provide information on the use of the Equipment, which includes, but is not limited to, daily operation, battery life, performance, and durability. A copy of the monthly report form will be provided to Participant upon execution of this Agreement.
3. Participants with monthly reports that are more than thirty (30) calendar days late may be subject to conditions in Paragraph 8 for noncompliance with this

section and will not be granted any grant funds for current and future incentive programs until all monthly reports are satisfactorily submitted. Noncompliance with the monthly reporting requirements may require on-site monitoring by the District and/or the California Air Resources Board (ARB) and will impact the Participant's ability to receive funding from the District and/or ARB for future incentive programs.

4. In the event Participant does not meet the minimum monthly usage hours required for each piece of Equipment, as identified in **Exhibit C**, Participant shall immediately notify the District to take corrective measures to address usage deficiencies.
 - i. Participant must continue to submit monthly reports to the District and describe on the monthly report any issues or conditions (such as weather, permits, major maintenance, etc.) that significantly impacted Equipment usage. In instances where monthly usage is significantly lower than the contracted level due to unforeseen circumstances beyond the control of the Participant, the Participant is required to notify the District immediately in writing of the deficiency and the reason(s) for it. At such time, the District may consider options for waiving the usage requirement for a specific monthly reporting period(s) or increase the minimum usage requirement for subsequent months. Participant may be subject to conditions in Paragraph 8 for noncompliance with the monthly reporting and/or monthly usage requirements in this Agreement.

B. Reporting During the Annual Reporting Phase

1. Following completion of the In-use Testing Phase, Participant is required to submit annual reports to the District for two (2) years, as specified in Paragraph 4(C). Participant may be required to provide information on Equipment's operation, battery life, performance, durability and any other requested information; however, the minimum Equipment usage requirement will no longer apply. A copy of the annual report form will be provided to Participant upon completion of the In-Use Testing Phase of the Demonstration Program. Annual reporting shall commence one year after the receipt date of the last required monthly report. The first annual report is due to the District no later than June 1, 2014 and the second annual report is due to the District no later than June 1, 2015.

6. OBLIGATIONS OF PARTICIPANT

A. Participant shall pay a **10%** reimbursable deposit of total eligible cost(s) to the appropriate Technology Demonstrator(s) towards the purchase of Equipment and accessories specified in Paragraph 2(A). Participant shall pay the Technology Demonstrator(s) the reimbursable deposit amount specified on **Exhibit B**. Payment of the reimbursable deposit shall be made at the time of the Equipment Order date or by the Equipment Delivered date specified in Paragraph 4(A), as negotiated between the Participant

and Technology Demonstrator(s). Participant shall be responsible for any additional costs not covered under this Agreement as specified in **Exhibit B**.

B. Participant is required to provide Technology Demonstrator(s) the appropriate portion(s) of the District approved program voucher(s) at the time the reimbursable deposit is paid to Technology Demonstrator(s).

C. Participant is responsible for ordering and obtaining the Equipment described in Paragraph 2(A) and complying with the Demonstration Program's guidelines, policies and procedures.

D. Participant shall incorporate the Equipment obtained through this Agreement as part of its commercial lawn care operation for the duration of the Project Implementation Phase. If the Participant operates the Equipment in a manner that does not meet program requirements, the District may deny the disbursement of program funds and/or request Participant to return program funds received for the purchase of the Equipment.

E. Participant shall provide data and feedback to the District in accordance with the monthly report form, as described in Paragraph 5(A), and use the Equipment at the required minimum usage levels. The minimum usage requirements per piece of Equipment are identified in **Exhibit C**.

F. Participant takes sole responsibility for ensuring that the Equipment is/are in operational condition throughout the Project Implementation Phase. The Participant shall maintain the Equipment according to the manufacturer's specifications for the full term of the Agreement. Tampering or any attempt to modify the new equipment is not allowed.

G. Participant agrees to use reasonable care in the maintenance, operation, and storage of the product as explained in the owner's manual and/or by Technology Demonstrator.

H. Participant shall immediately notify the District and the Technology Demonstrator regarding technical issues that hinder the safe operation and use of the Equipment to address the need for technical assistance.

I. Participant agrees to amend the Agreement as necessary to ensure that the project is completed in a timely manner upon District request.

J. Upon completion and submittal of all required monthly reports, Participant shall send all required documents for a complete claim for payment request to the District for review and approval. A copy of the checklist of required documents for a complete claim for payment request will be available upon execution of this Agreement.

7. GENERAL CONDITIONS

A. Participant agrees that at the date of execution of this Agreement, Participant has not yet purchased, made payment(s) toward, taken possession of, or ordered the Equipment.

- B. Participant agrees that, for the full term of this Agreement, District, ARB, or their designee(s) shall be allowed to inspect the Equipment and all records relating to the Equipment for the purposes of program oversight and accountability.
- C. District and ARB reserve the right to monitor and enforce the terms of this Agreement at any time during the Project Implementation Phase specified in Paragraph 4(D).
- D. Participant agrees that the Equipment purchased shall be new, and complies with all applicable durability and warranty requirements. The operation of the Equipment must be completed in a manner such that it does not void the equipment warranty provided by the manufacturer.
- E. Participant agrees and represents that the Equipment purchased through this Agreement will be operated strictly within the geographic boundaries of the District and shall remain so for the duration of the Project Implementation Phase, as specified in Paragraph 4(D). (See Exhibit A for District map.)
- F. Participant agrees and represents that purchase of the Equipment subject to this Agreement is not required by or to be used for compliance with any local, state, federal rule, regulation, settlement agreement, mitigation agreement, memorandum of understanding (MOU), memorandum of agreement (MOA), or other legal mandate currently in effect.
- G. Participant waives all rights to any emission reduction credits that may accrue as a result of purchasing the Equipment. Any such potential credits shall be the sole property of District.
- H. Participant shall not sell Equipment obtained under the Demonstration Program during the Project Implementation Phase, specified in Paragraph 4(D). Participant may transfer ownership of the Equipment during the Project Implementation Phase; however, the Participant must notify the District in writing of the intent **prior** to the transfer. The District will consider interested participants for the transfer and must approve the transfer of ownership of the Equipment prior to any transaction. In the event Participant transfers ownership of said Equipment during the Project Implementation Phase and provided that there is no breach in the Agreement, the District will review the project on a case-by-case basis to ensure that any program funding and Participant's payments are equally considered. Participant shall not receive any additional financial compensation from the new owner as a result of the transfer.
- I. Participant attests by signature on this Agreement that the Participant (or designee) shall not submit another application or sign another agreement for the same specific equipment and/or accessories in this Agreement with any other grant funding source, including but not limited to, other Air Districts or ARB for a multi-district solicitation, or any local, state or federal agency.
- J. Participant certifies by signature on this Agreement that the Participant has disclosed all other public funds that Participant has applied for or received for the purchase of the Equipment in this Agreement. Participant also agrees to disclose to District the receipt of any public funds after the execution of this Agreement for the purchase of the Equipment.

K. Participant agrees to maintain compliance with all applicable federal, state, and local air quality rules and regulations for the full term of the Agreement.

L. Participant agrees that throughout the Agreement term, the Equipment obtained through this Agreement must not be used in any way to generate credits or compliance extensions, and must be excluded when determining regulatory compliance.

8. REPERCUSSIONS FOR NONPERFORMANCE

A. The Participant shall operate the Equipment obtained through this Agreement according to the terms of the Agreement and cooperate with the District in implementation, monitoring, enforcement, and other efforts to assure the demonstration goals of the District.

B. Repercussions for noncompliance with the requirements, terms, and conditions set forth in this Agreement shall result in, including but not limited to, the District cancelling the Agreement with Participant and recapturing project funds and Equipment, as agreed to in this Agreement.

C. District has authority to seek any remedies available under the law for noncompliance with the Demonstration Program requirements and nonperformance with the Agreement. District may consider unforeseen circumstances beyond the Participant's control in determining repercussions for nonperformance.

9. INSURANCE

Participant shall provide District with proof of insurance for the Equipment in types and amounts approved by the District prior to any payment of funds under this Agreement.

10. FUNDING OUT

The terms of this Agreement and the services to be provided herein are contingent on the approval and receipt of funds by the 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.

11. NON-ASSIGNMENT

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

12. TERMINATION

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

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

C. A substantially incorrect or incomplete report submitted to District.

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

13. INDEMNIFICATION

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

14. RECORD KEEPING

Participant shall maintain records sufficient to provide, on an annual basis for the term of this Agreement, information necessary to complete the annual report specified in Paragraph 5(B) and other information, which may be deemed pertinent to the evaluation of the program. Participant shall maintain and retain all records for at least two (2) years after Agreement expiration or three (3) years after the final project payment, whichever is later.

15. NOTICES

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

PARTICIPANT

Jami Aggers
County of Stanislaus
3800 Cornucopia Way. Suite C
Modesto, CA 95358

DISTRICT

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

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 prepaid, addressed to such party.

16. GOVERNING LAW

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

17. TIME IS OF THE ESSENCE

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

18. 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.

19. MODIFICATION

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

20. NO FINANCIAL THIRD-PARTY BENEFICIARIES

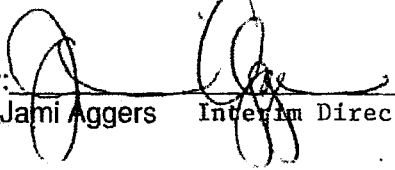
Notwithstanding anything else stated to the contrary herein, it is understood that Participant's services and activities under this Agreement are being rendered only for the benefit of District, and no other person, firm, corporation, or entity shall be deemed an intended financial third-party beneficiary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

21. AUDIT

In addition to enforcement by the District and auditing of the new equipment as the District deems necessary, the ARB, as an intended third party beneficiary, reserves the right to conduct a fiscal audit of the project and/or to inspect the project equipment and associated records during the full term of the Agreement [see Paragraph 4(D)]. The Participant must maintain and retain the project records for at least two (2) years after Agreement expiration or three (3) years after final project payment, whichever is later.

PARTICIPANT

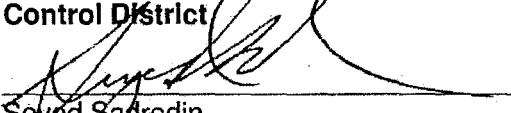
County of Stanislaus

By: 
Jami Aggers Interim Director

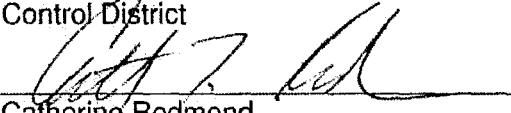
Date _____

DISTRICT

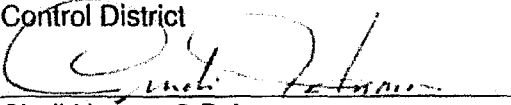
San Joaquin Valley Unified Air Pollution Control District


Seyed Sadredin
Executive Director/APCO

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


Catherine Redmond
District Counsel

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


Cindi Hamm, C.P.A.
Director of Administrative Services

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

Program: APCO Community Incentive
Account No.: _____

Exhibit A

SAN JOAQUIN VALLEY AIR BASIN GEOGRAPHIC LOCATION

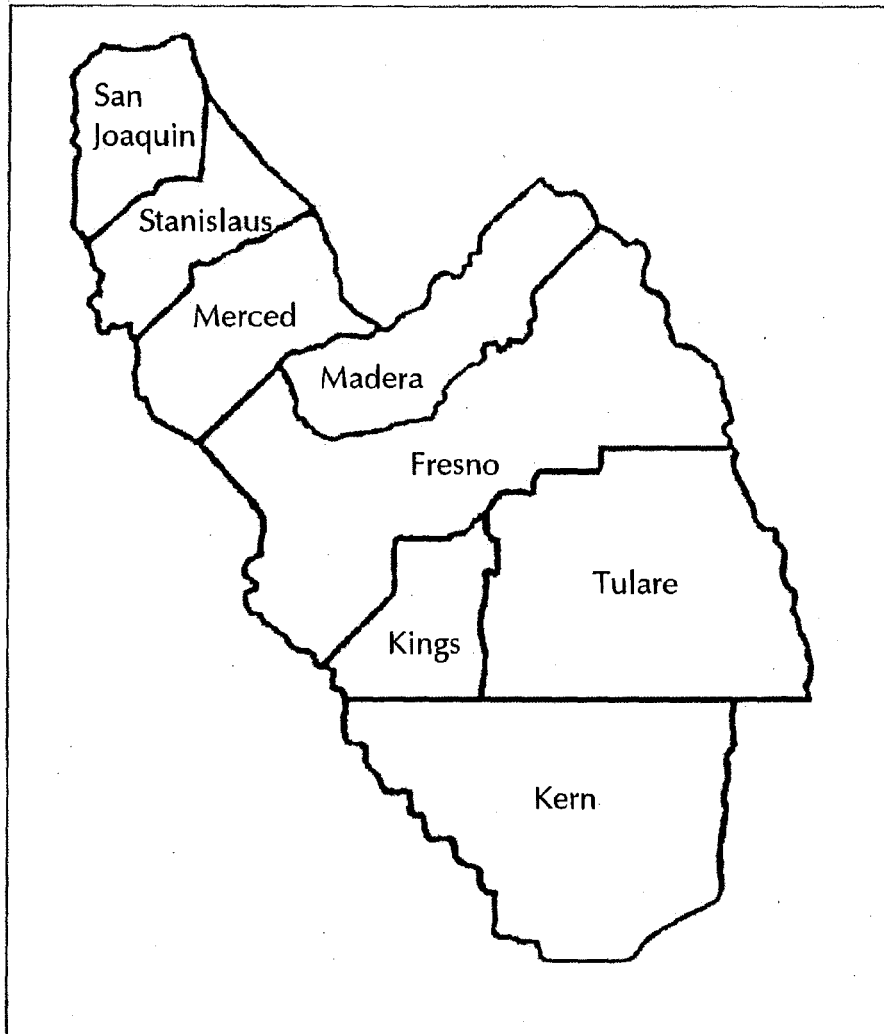


EXHIBIT B

Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program

Participant: County of Stanislaus

Agreement Number: C-20966-A

Total Project Amount Not to Exceed: \$5,593.34

Participant's Reimbursable Deposit Amount: \$559.33

Amount to be Paid to Technology Demonstrator by District: up to \$5,034.01

Program funding shall only be allowed for the following:

1. Equipment & Accessories through EcoCut and Trim Inc.:

# Units	Equipment & Accessories Description:
2	Ryobi RY40410 (Blower)
3	Ryobi RY40210 (String Trimmer/Edger)
4	Ryobi RY40610 (Hedge Trimmer)
9	Ryobi OP4026A (Lithium Ion Battery)

2. Equipment & Accessories through The Greenstation:

# Units	Equipment & Accessories Description:
1	Lawn N-2 (Self Propelled Lawnmower)
1	Additional Battery Charger for Lawn N-1 and N-2
1	20aH Battery (24V Battery of Lawn N-1 and N-2)

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AMENDMENT NO. 1 TO AGREEMENT No. C-20966-A
BETWEEN
SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
AND
County of Stanislaus

This Amendment is made and entered into this 13th day of May, 2013, 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 County of Stanislaus (Participant).

WHEREAS, on November 28, 2012 the parties entered into Agreement No. C-20966-A for a technology demonstration project.

WHEREAS, the parties wish to amend said Agreement.

NOW, THEREFORE, in consideration of their mutual promises, the parties agree to amend said Agreement as follows:

1. Paragraph 3 section A will now read as follows:
District shall provide **up to \$78.40** dollars to Participant to be used towards the purchase of Equipment described in Exhibit B for the purpose of the Demonstration Program.

2. The conditions of the contract shall change as referenced in Exhibit B attached hereto and referenced herein.

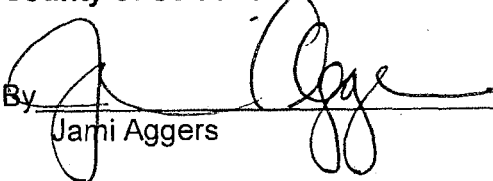
3. All remaining terms, provisions, covenants, conditions, and promises contained in Agreement No. C-20966-A shall remain in full force and effect.

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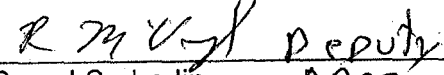
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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed as of the day and year first hereinabove written.


PARTICIPANT
County of Stanislaus

By 
Jami Aggers

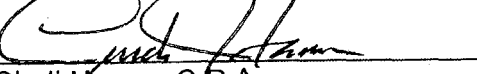
DISTRICT
San Joaquin Valley Unified Air
Pollution Control District

By  Deputy
Seyed Sadredin APCO
Executive Director/APCO

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

By 
Catherine Redmond
District Counsel

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

By 
Cindi Hamm, C.P.A.
Director of Administrative Services

For accounting use only:

Program: ABRO - Community Incentives
Acct. No.: _____

EXHIBIT B

Cordless Zero-Emission Commercial Lawn and Garden Equipment Demonstration Program

Participant: County of Stanislaus

Agreement Number: C-20966-A

Total Project Amount Not to Exceed: \$9,883.97

Participant's Reimbursable Deposit Amount: \$78.40

Amount to be Paid to Technology Demonstrator by District: up to \$9,805.57

Program funding shall only be allowed for the following:

1. Equipment & Accessories through STIHL:

# Units	Equipment & Accessories Description:
2	BGA 85 (Hand Held Blower)
1	MSA 160 (12" Chain Saw)
3	FSA 85 (Strait Shaft Line Trimmer)
3	HSA 65 (Hedge Trimmer)
9	AL 300 (Rapid Charger)
18	AP 160 (Battery)

2. Equipment & Accessories through The Greenstation:

# Units	Equipment & Accessories Description:
1	Lawn N-2 (Self Propelled Lawnmower)
1	Additional Battery Charger for Lawn N-1 and N-2
1	20aH Battery (24V Battery of Lawn N-1 and N-2)