2024-2025 SOUTHERN KERN UNIFIED SCHOOL DISTRICT

2601 Rosamond Blvd., Rosamond, CA 93560 (661) 256-5000

The YouTube access link to the live meeting broadcast will be available under "Announcements" at www.skusd.k12.ca.us prior to 7:00 p.m.

Wednesday,

March 5, 2025

Meeting Location: 2601 Rosamond Blvd., Rosamond, CA 93560 Closed Session 6:00 p.m., Open Session 7:00 p.m.

Board of Trustees

Mario Gutierrez, President Robert Vincelette, Vice President Sunni Hepburn, Clerk Adrienne Rendon, Member Justin Wright, Member Adrian Arellano, Student Board Member Superintendent Barbara Gaines

SOUTHERN KERN UNIFIED SCHOOL DISTRICT

BOARD OF TRUSTEES

Wednesday, March 5, 2025

Closed Session: 6:00 p.m., Open Session 7:00 p.m.

Location: 2601 Rosamond Blvd., Conference Room, Rosamond, CA

I.	Call	to	order –	(time))

()	
1. Comments from the public pertaining to closed	session items:
II. Closed session	ACTION
MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright VOTE: YEAS NAYSABSENT ABSTAIN TIME:	SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Wright
A. Public Employment: Certain Personnel Matt	ers
Discipline/Dismissal/Employment/Release/Assi	
Discussion and possible action on Superintende	nt's or designee's recommendation that notice of non-
	probationary provisionally, certificated employees, or
	(Ed. Code Section 44929.21) Resolution No. 24-25-12
B. Conference with Labor Negotiator; District I Employee Organization: California School Employe	
C. Discussion of Student Matters: Education Cod	
D. Public Employment: Certain Personnel Matt	
DISCIPLINE/Dismissal/Employment/Release/A	
Any action taken in closed session will be reported pub	-
Government Code Section 54954.5.	nery at the end of the closed session as required by
III. Reconvene into open session at:	ACTION
TIME	
MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano VOTE: YEAS NAYS ABSENT ABSTAIN PREFERENTIAL STUDENT VOTE TIME:	SECOND: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano
IV. Action determined in closed session:	
V. Procedural Issues: A recording of this meeting is record (as applicable).	s being made and shall be kept for 30 days as a public
A. Pledge of Allegiance led by:	
B. Roll Call - Members Present:	
Mario Gutierrez, President Robert Vincelette,	
Adrienne Rendon, Member Justin Wright, Mer	nberAdrian Arellano, Student Member
C. Approve the agenda	ACTION
MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano VOTE: YEAS NAYSABSENT ABSTAIN PREFERENTIAL	SECOND: Hepburn, Gutierrez, Vincelette, STUDENT VOTE Rendon, Wright, Arellano
VI. Reports and Communications	INFORMATIONAL

INFORMATIONAL

- **A.** RTA report: **CSEA** report:
- B. Student Board Member: Adrian Arellano
- C. CBO Report: Robert Irving
- D. Assistant Superintendent, Instruction and Curriculum: Dr. Larry Mendez
- E. Assistant Superintendent, Special Education, Pupil Personnel: Sheryl Taylor
- F. Associate Superintendent, Human Resources: Leanne Hargus
- G. Superintendent Report: Barbara Gaines
- H. Board Member Communications:
- I. Sub-Committee Communications/Updates:

Board	M	eeting
March	5,	2025
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Comments from the Public: Members of the public may address the Board on any item within the jurisdiction of the Board by submitting presentation requests to the secretary or an email. Members of the public are strongly urged not to mention personnel by name and are reminded that they do not have immunity from legal action if personnel is named. The Board may limit each speaker to 3 minutes with a total of 20 minutes per topic.

they do not have immunity from legal action if personnel is named. The Board may limit each speaker to 3 minutes with a total of 20 minutes per topic. VII. Consent items A-H ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano

SECOND: Hepburn, Gutierrez, Vincelette,
VOTE: YEAS ___ NAYS __ABSENT ___ ABSTAIN ___ PREFERENTIAL STUDENT VOTE ___ Rendon, Wright, Arellano

- A. Approve Purchase Orders 250667-250726, Purchase Vouchers 250801-250827
- **B.** Approve Corwin Contract ID: C-200325155056315 8/11/2025-12/30/2025 \$301,500
- C. Approve Donation of \$100 to RHECC Boys Basketball Evelyn Sanders
- D. Approve Medallion Contracting, Inc. Irrigation Proposal RHECC Locker Room Project \$5,980
- E. Approve Eastern Kern Air Pollution Control District Agreement No. 03-001-2025 \$74.904
- F. Approve Eastern Kern Air Pollution Control District Agreement No. 03-002-2025 \$74,904
- G. Approve Eastern Kern Air Pollution Control District Agreement No. 03-003-2025 \$74,904
- H. Approve Eastern Kern Air Pollution Control District Agreement No. 03-004-2025 \$74,904

VIII. General

A. Approve the 2025-2026 Annual School Calendar – *Hargus*

ACTION

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano SECOND: Hepburn, Gutierrez, Vincelette, VOTE: YEAS ____ NAYS ___ ABSENT ___ ABSTAIN ___ PREFERENTIAL STUDENT VOTE ___ Rendon, Wright, Arellano

IX. Business and Operations

A. Third Content Review, Reading, and Approval of the 2024-2025 Comprehensive School Safety Plan (CSSP) – *Irving* ACTION

The Comprehensive School Safety Plan (CSSP) developed in accordance to California Education Code 32286, which requires Rosamond Elementary School, Westpark Elementary School, Tropico Middle School, Rosamond High Early College Campus, Rare Earth High School, and Abraham Lincoln Independent Study School to review and update its school safety plan annually.

MOTION: Hepburn, Gutierrez, Vincelette, Rendon, Wright, Arellano

SECOND: Hepburn, Gutierrez, Vincelette,
VOTE: YEAS ___ NAYS __ ABSENT ___ ABSTAIN ___ PREFERENTIAL STUDENT VOTE ___ Rendon, Wright, Arellano

B. Approval of Award of Contract with Medallion Contracting, Inc. for the Southern Kern Unified School District Construction of the Pre-K and T-K Classrooms at Westpark Elementary School Project (SKUSD-WES-PKTK) in the amount of \$2,453,135.00 (including Base Bid & Add Alternates #02 and #03) – *Irving* ACTION

The Bids were opened on Thursday, February 20, 2025, at 2:00 p.m. Three (3) General Contractors submitted a sealed bid. Medallion Contracting, Inc. submitted the Lowest Base Bid for the project. The following are the results of the Bid Opening for the Base Bid and Alternate #02 and Alternate #03 Scope.

Medallion Contracting, Inc., Lancaster, CA – \$1,794,279.00 (Base Bid)

\$442,469.00 (Add Alternate #02 – Play Structure, Synthetic Turf, Decomposed Granite, Landscaping, & Fine Grading per BC#01)

\$216,387.00 (Add Alternate #03 – Provide New Shade Structure per BC#01)

Note: Total Amount for the Base Bid with Added Alternates #02 and #03 scope is \$2,453,135.00

The Uniform Public Construction Cost Accounting Act (the "Act") adopted on September 16, 2008 (BSA-23-08/09, Resolution No. 15-2008/09) provides an alternative method for public agencies to obtain bids and perform public projects. For projects of more than \$200,000, formal bidding procedures will be followed (PCC 22032(c)). If no bids are received, the District may negotiate a contract or use their own workforce. The award of contract and use of own workforce "force account" is still subject to approval by the Board of Trustees.

It is recommended that the Board of Trustees approve the contract to the lowest responsive bidder, Medallion Contracting, Inc.

MOTION: Gutierrez, Vincelette, Hepburn, Rendo	, Wright SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS NAYSABSENT ABS	

IX. Business and Operations (Continued)

C. Approval of Award to Add Alternate Scope of Work (Add Alternate #01 and Add Alternate #06) to Medallion Contracting, Inc. for the Southern Kern Unified School District – Construction of Pre-K and T-K Classrooms at Westpark Elementary School (Alternate Scope) Project (SKUSD-WES-PKTK-AALT) in the amount of \$1,936,363.00 (including Addition of Alternates #01 and #06 from SKUSD-WES-PKTK Bid dated February 20, 2025) – *Irving*ACTION

The Bids were opened on Thursday, February 20, 2025, at 2:00 p.m. Three (3) General Contractors submitted a sealed bid. Medallion Contracting, Inc. submitted the Lowest Base Bid (only) for the project. The following are the results of the Bid Opening for Alternate #01 and Alternate #06 Scope.

Medallion Contracting, Inc., Lancaster, CA – \$1,341,467.00 (Add Alternate #01 – Scope of Work for Additional Site Development per BC#01)

\$594,896.00 (Add Alternate #06 – Provide Wiring and Devices For Low Voltage Systems per BC#01)

Note: Total Amount for the Additional Alternates #01 and #06 scope is \$1,936,363.00

The Uniform Public Construction Cost Accounting Act (the "Act") adopted on September 16, 2008 (BSA-23-08/09, Resolution No. 15-2008/09) provides an alternative method for public agencies to obtain bids and perform public projects. For projects of more than \$200,000, formal bidding procedures will be followed (PCC 22032(c)). If no bids are received, the District may negotiate a contract or use their own workforce. The award of contract and use of own workforce "force account" is still subject to approval by the Board of Trustees.

It is recommended that the Board of Trustees approve the additional alternates #01 and #06 scope i.e. (\$1,936,363.00, Medallion Contracting, Inc.)

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright	SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS NAYSABSENT ABSTAIN	

D. Approval of Award to Add Alternate Scope of Work (Add Alternate #04) to Medallion Contracting, Inc. for the Southern Kern Unified School District Construction of Pre-K and T-K Classrooms at Westpark Elementary School (Alternate Scope) Project (SKUSD-WES-PKTK-AALT) in the amount of \$458,487.00 (including Additional Alternate #04 only from SKUSD-WES-PKTK Bid dated February 20, 2025) – *Irving*

The Bids were opened on Thursday, February 20, 2025, at 2:00 p.m. Three (3) General Contractors submitted a sealed bid. Medallion Contracting, Inc. submitted the Lowest Base Bid (only) for the project. The following are the results of the Bid Opening for Alternate #04 Scope.

Medallion Contracting, Inc., Lancaster, CA – \$458,487.00 (**Add Alternate #04** – Scope of Work to Provide a New Parking Lot Area per BC#01)

Note: Total Amount for the Additional Alternate #04 scope is \$458,487.00

The Uniform Public Construction Cost Accounting Act (the "Act") adopted on September 16, 2008 (BSA-23-08/09, Resolution No. 15-2008/09) provides an alternative method for public agencies to obtain bids and perform public projects. For projects of more than \$200,000, formal bidding procedures will be followed (PCC 22032(c)). If no bids are received, the District may negotiate a contract or use their own workforce. The award of contract and use of own workforce "force account" is still subject to approval by the Board of Trustees.

It is recommended that the Board of Trustees approve the additional alternate #04 scope i.e. (\$458,487.00, Medallion Contracting, Inc.)

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright			Rendon, Wright	SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS NAYSABSENT ABSTAIN		ABSTAIN		

IX. Business and Operations (Continued)

E. Approval of Award to Add Alternate Scope of Work (Add Alternate #05) to Medallion Contracting, Inc. for the Southern Kern Unified School District of Pre-K and T-K Classrooms at Westpark Elementary School (Alternate Scope) Project (SKUSD-WES-PKTK-AALT) in the amount of \$828,146.00 (including Additional Alternate #05 only from the SKUSD-WES-PKTK Bid dated February 20, 2025) – *Irving* ACTION

The Bids were opened on Thursday, February 20, 2025, at 2:00 p.m. Three (3) General Contractors submitted a sealed bid. Medallion Contracting, Inc. submitted the Lowest Base Bid (only) for the project. The following are the results of the Bid Opening for Alternate #05 Scope.

Medallion Contracting, Inc., Lancaster, CA – \$828,146.00 (**Add Alternate #05** – Scope of Work to Provide New Basketball Courts per BC#01)

Note: Total Amount for the Additional Alternate #05 scope is \$828,146.00

The Uniform Public Construction Cost Accounting Act (the "Act") adopted on September 16, 2008 (BSA-23-08/09, Resolution No. 15-2008/09) provides an alternative method for public agencies to obtain bids and perform public projects. For projects of more than \$200,000, formal bidding procedures will be followed (PCC 22032(c)). If no bids are received, the District may negotiate a contract or use their own workforce. The award of contract and use of own workforce "force account" is still subject to approval by the Board of Trustees.

It is recommended that the Board of Trustees approve the additional alternate #05 scope i.e. (\$828,146.00, Medallion Contracting, Inc.)

MOTION: Hepburn, Gutierrez, Vincelett	SECOND: Hepburn, Gutierrez, Vincelette,	
VOTE: YEAS NAYSABSENT	PREFERENTIAL STUDENT VOTE	Rendon, Wright, Arellano

X. Personnel Items

A. Approve the following listed personnel items – Hargus

ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright			Rendon, Wright	SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright
VOTE: YEAS	_ NAYS	_ABSENT	ABSTAIN	

The following personnel items, which may include hiring, resignations, contract adjustments, and retirements for certificated and classified employees are presented for Board approval. All personnel meet the necessary credentialing and/or certification requirements as required by the State or notification timelines, as appropriate.

CLASSIFIED/CONFIDENTIAL EMPLOYMENT/RESIGNATIONS							
EMPLOYEE	DATE	SALARY	POSITION	SITE	STATUS		
Bishop, Victoria	3/6/2025	S1 \$18.12	Paraeducator, SPED	RES	Hired		
Hill-Santander, Adriana	3/6/2025	S1 \$18.12	Paraeducator, SPED	RHECC	Hired		
Williams, Diamond	2/26/2025		Paraeducator, Classroom	RES/RHECC	Transfer		
Roberts, Angela	2/26/2025		LVN	RES	Resign		
Noel, Joshua	2/21/2025		Campus Safety Officer	TMS	Terminated		
Ramos Sanchez, Topacio	2/18/2025		Paraeducator, SPED	RES	Terminated		

CLASSIFIED STIPEND/EXTRA DUTY EMPLOYMENT/RESIGNATIONS							
EMPLOYEE	DATE	SALARY	POSITION	SITE	STATUS		
Rosas, Raul	03/06/2025	6% 3,382.08	Varsity Asst Coach - Track	RHECC	Hire		
Wheeler, Azlan	03/06/2025	6% 3,382.08	Varsity Asst Coach - Track	RHECC	Hire		

X. Personnel Items (Continued)

CLASSIFIED SUBSTITUTES EMPLOYMENT/RESIGNATIONS					
EMPLOYEE	DATE	<u>STATUS</u>			
Cole Morales, Sebastian	3/6/2025	Hire			
Grimes, Maeyll	3/6/2025	Hire			
Lomeli, Melissa	3/6/2025	Hire			
Reed, Destinee	3/6/2025	Hire			
Roberts, Angela	3/6/2025	Hire			
Schaupert, Tyler	3/6/2025	Hire			
Wood, Ariana	3/6/2025	Hire			

CERTIFICATED/ADMINISTRATIVE EMPLOYMENT/RESIGNATIONS						
<u>EMPLOYEE</u>	DATE	SALARY	POSITION	SITE	STATUS	
Cisneros, Donna	6/6/2025		2 nd Grade Teacher	RES	Retire	
Cohen, Gailyn	6/6/2025		1st Grade Teacher	WES	Retire	
Janzen, Ida	6/6/2025		Counselor	TMS	Retire	
Thomson, Paulene	6/6/2025		Interventionist	WES	Retire	
Burrell, John	6/30/2025		RSP Teacher	RHECC	Resign	
Cantero, Erica	6/6/2025		SDC Teacher	RES	Resign	
Chaada, Perveen	6/6/2025		Social Studies	RHECC	Resign	
Goodwin, Allen	6/6/2025		6th Grade Teacher	TMS	Resign	
Huntsman, Gabriela	6/6/2025		3 rd Grade Teacher	WES	Resign	
Mejia, Roxanne	6/6/2025		Kindergarten Teacher	WES	Resign	
Patridge, Glenn	6/30/2025		English Teacher	RHECC	Resign	
Posadas Railsback, Jennifer	6/6/2025		Science Teacher	TMS	Resign	
San Luis, Maricen	6/6/2025		SDC Mod/Severe Teacher	RES	Resign	

CERTIFICATED STIPE	ND/EXTRA DUTY I	EMPLOYMEN	NT/RESIGNATIONS		
EMPLOYEE	DATE	SALARY	POSITION	SITE	STATUS
Clint, Morgan	3/6/2025	2% \$1,127.36	Asst Coach – Track	TMS	Hire
Giron, Ruth	3/3/2025	4% \$739.29 (prorated)	Flag Coach	RHECC	Hire
Gloudemans, Sean	2/18/2025	\$5,400 (prorated)	Prep Buyout- Special Education	ALIS	Hire
Miller, Rebecca	3/6/2025	7% \$1,293.60 (prorated)	1st Grade Department Chairperson	RES	Hire

X. Personnel Items (Continued)

CERTIFICATED SUBSTI	TUTES EMPLOYM	ENT/RESIGNATIONS
EMPLOYEE	DATE	<u>STATUS</u>
Valenzuela, Aleah	03/06/2025	Hire
Hodges, Michael	03/06/2025	Hire

VOLUNTEERS FOR 2024-	2025 SCHOOL YEAR		
Ethan A. Tilton	Robyn L. Mitchell	Raye James	Araceli Alcala
Elida Munoz	Yuri Lopez Garcia	Reauna White	Alma Morales
Sebastian Cole Morales	Kassandra Torres Chavez		

XI. Adjournment ACTION

MOTION: Gutierrez, Vincelette, Hepburn, Rendon, Wright, Arellano VOTE: YEAS NAYS ABSENT ABSTAIN	SECOND: Gutierrez, Vincelette, Hepburn, Rendon, Wright, Arellano
PREFERENTIAL STUDENT VOTE TIME:	

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PURCHASE ORDER ENCUMBERING TRANSACTIONS Date: 00/00/0000 - 99/99/9999 PO#: 250667 - 250726

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# Od	Req # Ven #/Addr Vendor Name LN FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID # PO Date PO Description AMOUNT STATUS	Date Ent Date Paid AP	AP
250667	1. 01-0000-0-4300.00-1110-1000-030-72-305-0000	852162684 02/14/2025 Butcher Paper Roll WES 67.54	02/14/2025	>
250668	000324/00 FLINN SCIENTIFIC 1. 01-0000-0-4300.00-1110-1000-020-72-128-0000 2. 01-1100-0-4300.00-1110-1000-020-00-0000 TOTAL AMOUNT	02/14/2025 Dissection Supplies RHECC 1,343.40 F 108.02 F 1,451.42*	02/14/2025	≻
250669	000706/00 CAROLINA BIOLOGICAL SUPPLY C 1. 01-1100-0-4300.00-1110-1000-020-00-0000 TOTAL AMOUNT	02/14/2025 Emergency Eyewash RHECC 131.55 F 131.55*	02/14/2025	> -
250670	001422/00 AMAZON.COM 1. 01-2600-0-4300.00-1110-4900-030-00-106-0000 TOTAL AMOUNT	000000000 02/14/2025 Supplies - ASES WES 515.55 515.55*	02/14/2025	≻
250671	001422/00 AMAZON.COM 1. 01-0000-0-4300.00-1110-1000-030-72-223-0000 TOTAL AMOUNT	000000000 02/14/2025 Electric Ball Pump WES 103.12 103.12*	02/14/2025	₩
250672	003303/00 C BELOW INC 1. 01-0000-0-5800.00-0000-8100-050-00-0000 TOTAL AMOUNT	02/14/2025 RES Utility Locating Invest. 6,810.00 6,810.00*	02/14/2025	×
TOTAI	TOTAL FOR 02/14/2025 673 000467/00 CARROT-TOP INDUSTRIES INC. 1. 01-1100-0-4300.00-1110-1000-040-72-211-0000 7. 01-0001-0000-0-4300.00-1110-1000-040-72-211-0000	9,079.18*** 02/18/2025 Flags for TMS 256.09 292.50 548.59*	02/18/2025	>

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PURCHASE ORDER ENCUMBERING TRANSACTIONS Date: 00/00/0000 - 99/99/9999

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PO#: 250667 - 250726		
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PO #	Req # Ven #/Addr Vendor Name LN FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID # PO Date PO Description AMOUNT STATUS	Date Ent Date Paid AP
250674	001323/00 STAPLES ADVANTAGE	000000000 02/18/2025 Office Supplies TMS ASB	02/18/2025 Y
	1. 01-1100-0-4300.00-1110-1000-040-00-0000-0000 TOTAL AMOUNT	37.22* 37.22*	
250675	002783/00 OASIS INTEGRATION	834703213 02/18/2025 Install New Camera & Cable TMS	S 02/18/2025 Y
	1. 01-0000-0-6400.00-0000-8500-040-00-000-0000 TOTAL AMOUNT	5,147.33 5,147.33*	
250676	002552/00 JONES SCHOOL SUPPLY CO INC	02/18/2025 Certificate Holders Music Prod	d 02/18/2025 Y
	1. 01-3010-0-4300.00-1110-1000-020-00-000-0000 TOTAL AMOUNT	232.16 F 232.16*	
250677	002612/00 CONTINENTAL ATHLETIC SUPPLY	02/18/2025 FB Helmet Recertification	02/18/2025 Y
	1. 01-0000-0-5800.03-1110-4200-020-00-000-0000 TOTAL AMOUNT	8,924.08 8,924.08*	
250678	001422/00 AMAZON.COM	000000000 02/18/2025 Office Supplies Alt. Ed.	02/18/2025 Y
	1. 01-1100-0-4300.00-3300-1000-090-00-000-0000 TOTAL AMOUNT	1,009.53 1,009.53*	
250679	003531/00 MAGNATAG	02/18/2025 Magnetic Dry Erase Calendar	02/18/2025 Y
·	1. 01-3010-0-4400.00-0000-7200-003-00-000-0000 2. 01-4203-0-4400.00-0000-7200-003-00-000-0000 TOTAL AMOUNT	2,110.63 1,593.31 3,703.94*	
250680	002746/00 ECOSOURCE PRINTERS INC	844640844 02/18/2025 Staples for Copiers RHECC	02/18/2025 Y
	1. 01-1100-0-4300.00-1110-1000-020-00-000-0000 TOTAL AMOUNT	340.42 340.42*	
250681	001422/00 AMAZON.COM	000000000 02/18/2025 Items for Kinder Mod/Sev RES	02/18/2025 Y
	1. 01-9010-0-4300.00-0000-3140-005-56-000-0000 TOTAL AMOUNT	82.43 82.43*	

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PURCHASE ORDER ENCUMBERING TRANSACTIONS Date: 00/00/0000 - 99/99/9999

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PO #	Req # Ven #/Addr Vendor Name LN FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID # E	PO Date PO Description AMOUNT STATUS	Date Ent	Date Paid AP
250682	000324/00 FLINN SCIENTIFIC	02/	02/18/2025 Science Lab Supplies RHECC	02/18/2025	¥
	1. 01-0000-0-4300.00-1110-1000-020-72-128-0000 2. 01-0000-0-4400.00-1110-1000-020-72-128-0000 TOTAL AMOUNT		6,985.67 1,601.01 8,586.68*		
250683	001422/00 AMAZON.COM	000000000 02/18/2025 Ink	/18/2025 Ink for Teacher WES (Ament)	02/18/2025	¥.
	1. 01-1100-0-4300.00-1110-1000-030-00-000-0000 TOTAL AMOUNT		37.39 37.39*		
250684	001422/00 AMAZON.COM	000000000	000000000 02/18/2025 PBIS Incentives RES	02/18/2025	7
	1. 01-0000-0-4300.00-1110-1000-050-72-201-0000 TOTAL AMOUNT		281.42 281.42*	·	
250685	001422/00 AMAZON.COM	000000000	000000000 02/18/2025 Mic Cable - RES Drama Club	02/18/2025	Y
	1. 01-6332-0-4300.00-1110-1000-050-00-000-0000 TOTAL AMOUNT		44.90*		
250686	002979/00 PAR INC	591813294 02/	02/18/2025 Testing Kit for School Psych.	02/18/2025	Y
	1. 01-9010-0-4300.00-0000-3140-005-56-000-0000 TOTAL AMOUNT		1,066.81 1,066.81*		
TOTAI	TOTAL FOR 02/18/2025	Ю	30,042.90***		
50687	000217/00 OFFICE DEPOT	000000000 02/19/2025	19/2025 Office Supplies WES	02/19/2025	*
	1. 01-1100-0-4300.00-1110-1000-030-00-000-0000 TOTAL AMOUNT		48.76 48.76*		
50688	002052/00 SHI	223009648 02/	02/19/2025 Headphones for CAASPP Testing	02/19/2025	7
	1. 01-1100-0-4300.00-1110-1000-004-00-000-0000 TOTAL AMOUNT		8,336.33* 8,336.33*		

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PURCHASE ORDER ENCUMBERING TRANSACTIONS Date: 00/00/0000 - 99/99/9999 PO#: 250667 - 250726

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# Od	Req # Ven #/Adc LN FD-RESC-Y-OBJT	<pre>iq # Ven #/Addr Vendor Name FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4</pre>	Tax ID # PO Da AM	Date PO Description AMOUNT STATUS	О	Date Ent Date Paid	AP
250696	003251/00	01-0000-0-4300.00-1110-1000-050-72-201-0000	200818858 02/20/2025	Brag Tags & Incentives	RES 0	02/20/2025	, ×
250697	101AL AMOUNT 002515/00	O CONTINENTAL BINDER	1,630.76	5. Dividers for Cum Files	RES 0	02/20/2025	>+
	1. 01-0000-0-4300 TOTAL AMOUNT	01-0000-0-4300.00-0000-2700-050-00-000-0000 TOTAL AMOUNT	1,02	1,022.38 1,022.38*			
250698	000451/00) LAKESHORE CURRICULUM	000000000 02/20/2025	025 Payground Balls WES	0	02/20/2025	¥
	1. 01-0000-0-4300 TOTAL AMOUNT	01-0000-0-4300.00-1110-1000-030-72-223-0000 TOTAL AMOUNT	1,02:	1,029.68 F 1,029.68*			
250699	000057/02	POLLETT EDUCATIONAL SERVICES	000000000 02/20/2025	025 Classroom Library (Torres) WES		02/20/2025	X
	1. 01-0000-0-4300 TOTAL AMOUNT	01-0000-0-4300.00-1110-1000-030-72-121-0000 TOTAL AMOUNT	12: 121	121.62 121.62*			
250700	000057/02	POLLETT EDUCATIONAL SERVICES	000000000 02/20/20	000000000 02/20/2025 Classroom Library (Damian)	WES	02/20/2025	×
	1. 01-0000-0-4300 TOTAL AMOUNT	01-0000-0-4300.00-1110-1000-030-72-121-0000 TOTAL AMOUNT	295 295	295.83 295.83*			
250701	000057/02	FOLLETT EDUCATIONAL SERVICES	000000000 02/20/2025	025 Classroom Library (Jones)	WES	02/20/2025	×
	1. 01-0000-0-4300 TOTAL AMOUNT	01-0000-0-4300.00-1110-1000-030-72-121-0000 TOTAL AMOUNT	491	491.61 491.61*			
250702	001422/00	AMAZON.COM	000000000 02/20/2025	125 Classroom Library (Goodman)WES		02/20/2025	X
	1. 01-0000-0-4300 TOTAL AMOUNT	01-0000-0-4300.00-1110-1000-030-72-121-0000 TOTAL AMOUNT	473 473	473.54 473.54*			
250703	001422/00	AMAZON.COM	000000000 02/20/2025	025 Classroom Library (Paul)	WES 02	02/20/2025	⊁
	1. 01-0000-0-4300. TOTAL AMOUNT	01-0000-0-4300.00-1110-1000-030-72-121-0000 TOTAL AMOUNT	599 599	599.33 599.33*			

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PO #	Req # Ve LN FD-RESC	:q # Ven #/Addr Vendor Name FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID # PO Date PO Description AMOUNT STATUS		Date Ent Date Paid	aid AP
250704	0	001422/00 AMAZON.COM	000000000 02/20/2025 Classroom Library ((Wiggins)	02/20/2025	Y
	1. 01-0000-0-43 TOTAL AMOUNT	01-0000-0-4300.00-1110-1000-030-72-121-0000 TOTAL AMOUNT	447.29 447.29*			
250705	00	001422/00 AMAZON.COM	00000000 02/20/2025 Classroom Library (Perez) WES	(Perez) WES	02/20/2025	≻
	1. 01-0000-0-43 TOTAL AMOUNT	01-0000-0-4300.00-1110-1000-030-72-121-0000 TOTAL AMOUNT	382.30 382.30*			
250706	00	001422/00 AMAZON.COM	000000000 02/20/2025 Classroom Library (Jones)	(Jones) WES	02/20/2025	×
	1. 01-0000-0-43 TOTAL AMOUNT	01-0000-0-4300.00-1110-1000-030-72-121-0000 TOTAL AMOUNT	551.29 551.29*			
250707	00	001422/00 AMAZON.COM	000000000 02/20/2025 Classroom Library ((Vasquez)WES	02/20/2025	7
*	1. 01-0000-0-43 TOTAL AMOUNT	01-0000-0-4300.00-1110-1000-030-72-121-0000 TOTAL AMOUNT	504.14 504.14*			
250708	00	001422/00 AMAZON.COM	000000000 02/20/2025 Classroom Library (Junker) WES 02/20/2025	Junker) WES	02/20/2025	¥
3	1. 01-0000-0-43 TOTAL AMOUNT	01-0000-0-4300.00-1110-1000-030-72-121-0000 TOTAL AMOUNT	514.93 514.93*			
250709	00	001422/00 AMAZON.COM	000000000 02/20/2025 Classroom Library ((Buetow) WES	02/20/2025	×
	1. 01-0000-0-43 TOTAL AMOUNT	01-0000-0-4300.00-1110-1000-030-72-121-0000 TOTAL AMOUNT	507.98 507.98*			
TOTA	TOTAL FOR 02/20/2025	/2025	8,572.68***			
250710	00	000658/00 U S A DANCE A.V. 4037	000000000 02/21/2025 Ballroom Program TMS	& RHECC	02/21/2025	X
	1. 01-6332-0-58 2. 01-6332-0-58 TOTAL AMOUNT	01-6332-0-5800.00-1110-1000-020-00-000-0000 01-6332-0-5800.00-1110-1000-040-00-0000 TOTAL AMOUNT	700.00 F 700.00 F 1,400.00*			

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250719	1.	P	001713/00 PEARSON CLINICAL ASSESMENT 01-9010-0-4300.00-0000-3140-005-56-000-0000	410850527	02/21/2025 Testing Kit & Protocols SpEd 4,472.39	02/21/2025	Y
250720		TOTAL AMOUNT 001297/00	USI INC		4,472.39* 02/21/2025 Laminating Film SpEd	700716760	>
	ij.	01-9010-0-4300. TOTAL AMOUNT	01-9010-0-4300.00-0000-3140-005-56-000-0000 TOTAL AMOUNT		525.48		
250721		002044/01	CALIFORNIA MATHEMATICS COUNC	0000000000	COUNC 000000000 02/21/2025 CMC Central Symposium	02/21/2025	>
	2.		01-6266-0-5200.00-1110-1000-040-00-000-0000 01-6266-0-5200.00-1110-1000-020-00-0000 TOTAL AMOUNT		1,500.00 300.00 1,800.00*		
250722		003203/00	LEAVING THE VILLAGE LLC	815090882	815090882 02/21/2025 Restorative Practices	02/21/2025	*
	1.	01-6266-0-5200. TOTAL AMOUNT	01-6266-0-5200.00-1110-1000-040-00-000-0000 TOTAL AMOUNT		375.00 375.00*		
TOTAI	L FO	TOTAL FOR 02/21/2025			18,100.65***		
250723		001422/00	AMAZON.COM	000000000	00000000 02/24/2025 Shoes for Ballroom Dancing	02/24/2025	7
	.	01-6332-0-4300. TOTAL AMOUNT	01-6332-0-4300.00-1110-4900-020-00-000-0000 TOTAL AMOUNT		361.36 361.36*		
TOTAL FOR	L FO	R 02/24/2025			361.36***		
250724		003532/00	BELSON OUTDOORS LLC	822297804	822297804 02/25/2025 Tables RHECC Cafeteria	02/25/2025	X
	1.	13-5310-0-4400. TOTAL AMOUNT	13-5310-0-4400.00-0000-3700-000-00-000-0000 TOTAL AMOUNT		38,566.00 38,566.00*		
TOTAL	L FOF	FOR 02/25/2025			38,566.00***		

L.00.02 02/27/25	Date Ent Da	02/26/2025		02/26/2025 Knott's Festival of Music RHEC 02/26/2025	
P00100		. CSXFE		f Music	
J29956 PO0100	PO Date PO Description AMOUNT STATUS	521198450 02/26/2025 2025 National Conf. CSxFE	Ĺt.	ott's Festival o	ĹΨ
PURCHASE ORDER ENCUMBERING TRANSACTIONS Date: 00/00/0000 - 99/99/9999 PO#: 250667 - 250726	PO Date PO AMOUNT	02/26/2025 202	1,795.00 1,795.00*	02/26/2025 Knc	2,399.00
ASE ORDER ENCUMBERING TRANSAC Date: 00/00/0000 - 99/99/9999 PO#: 250667 - 250726	Tax ID #	521198450			
PURCHASE ORDER Date: 00/ PO#: 250	Req # Ven #/Addr Vendor Name LN FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	003363/00 INST. FOR EDU. LEADERSHIP	1. 01-6332-0-5200.00-8100-5900-003-00-000-0000 TOTAL AMOUNT	FESTIVALS OF MUSIC	1. 01-0000-0-5800.04-1110-1000-020-72-216-0000 TOTAL AMOUNT
093 SOUTHERN KERN UNIFIED	Req # Ven #/Addr Vendor Name LN FD-RESC-Y-OBJT.SO-GOAL-FUNC.	003363/00	1. 01-6332-0-5200. TOTAL AMOUNT	003537/00	1. 01-0000-0-5800. TOTAL AMOUNT
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	elor Conf						e Books		College Books							
Description UT-Amount 1099	Travel - Counselor	z	Mileage – Sept	Z	Mileage - Oct	z	Reimb - College	Z	Reimb - Colleg	z	Mileage - Jan	z	Mileage - Jan	z	Mileage - SLS	z
Batch UT-Rate	31		31		31		31		31		31		31		31	
Paid UT-Obj UT	2/20/2025		2/20/2025		2/20/2025		2/20/2025		2/20/2025		2/20/2025		2/20/2025		2/20/2025	
Entered amount UT U	2/14/2025	223.98 N	2/14/2025	N 60.8	2/14/2025	51.86 N	2/14/2025	50.27 N	2/14/2025	N 00.601	2/14/2025	7.40 N	2/14/2025	N 86.77	2/14/2025	104.58 N
Inv Date PV	2/14/2025		2/14/2025		2/14/2025	_	2/14/2025		2/14/2025		2/14/2025		2/14/2025		2/14/2025	1
Tax ID FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	KOURTNEY HANSEN	01-6266-0-5200.00-1110-1000-020-00-000-0000	BRYALL KENNETH SORIANO	01-6500-0-5200.00-5770-1120-005-00-000-0000	BRYALL KENNETH SORIANO	01-6500-0-5200.00-5770-1120-005-00-000-0000	ESTEBAN MARAVILLAS	. 01-0000-0-4300.00-1110-1000-020-72-111-0000 - College Books	GUILLERMINA PONCE	01-0000-0-4300.00-1110-1000-020-72-111-0000 - College Books	GURPREET HUNDAL	01-6500-0-5200.00-5770-1120-005-00-000-0000 e - Jan	GURPREET HUNDAL	01-6500-0-5200.00-5770-1120-005-00-000-0000 e - Jan	LEANNE HARGUS 000000000	01-0000-0-5200.00-0000-7200-002-00-000-0000 e - SLS
Vendor/Addr LN	002597/00	1. Travel	003333/00	1. C Mileage	003333/00	1. C Mileage	003529/00	1. Reimb -	003166/00	1. Reimb -	003334/00	1. 0 Mileage	003334/00	1. (Mileage	000783/00	1. C Mileage
PV NO	250801		250802		250803		250804		250805		250806		250807		250808	

Reimb - Mailings

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LEANNE HARGUS

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SOUTHERN KERN UNIFIED Date: 00.000.0000 - 99/99/999 Part: 250801 - 250827 NO Vendor/Addr Name LN FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3 ID LN FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY94 Reimb - Mailings 1. 01-00000-0-4300.00-1120-000-0000 1. 01-00000-0-4300.00-1120-000-0000 2/14/2025 2/14/2025 2/20/2025 31 24-25 Class and Supplies 1. 01-1100-0-4300.00-0-000-000-0000000 2/14/2025 2/14/2025 2/20/2025 31 Reimb - Supplies 1. 01-1100-0-4300.00-0-000-000-000-0000000 2/14/2025 2/14/2025 2/20/2025 31 Reimb - Supplies 1. 01-1100-0-4300.00-000-000-000-000-0000000 2/14/2025 2/14/2025 2/20/2025 31 Reimb - Supplies 1. 01-1100-0-4300.00-000-000-000-0000000 2/14/2025 2/14/2025 2/20/2025 31 Riemb - Supplies 1. 01-1100-0-5200.00-5770-1120-005-000-0000 Reimb - Supplies 1. 01-6500-0-5200.00-5770-1120-005-000-0000 Riemb - Supplies 1. 01-6500-0-5200.00-5770-1120-005-0000-0000 Riemb - Supplies Ri
Pay Voucher Transactions Date: 00/00/0000 - 99/99/999 FV#: 250801 - 250827 Tax ID Tax ID Inv Date Entered Paid SC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 PV amount UT UT-Obj 129.20 N ings SEPHONE BONGANCISO 000000000 2/14/2025 2/14/2025 2/20/202 ST IRVING 000000000 2/14/2025 2/14/2025 2/20/202 RT IRVING 0000000000 2/14/2025 2/14/2025 2/20/202 R. SAUCEDO 551813589 2/14/2025 2/14/2025 2/20/202 R. SAUCEDO 551813589 2/14/2025 2/14/2025 2/20/202
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Pay Voucher Transactions
Pay Voucher Date: 00/00/00C PV#: 250801 - Tax ID SC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TY
Vendor/Addr Vendor/Addr (CONTINUED) (CONTINUED) 003528/00 24-25 (002426/00 Reimb - Reimb - Reimb - Reimb - Reimb -
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Voucher Transactions

3 24-25 AG Ed Leadership Pac L.00.00 02/27/25 PAGE UT-Amount 1099 Description Batch UT-Rate 32 PV0100 Paid J29957 amount UT UT-Obj 2/26/2025 Z Entered 1,390.00 Date: 00/00/0000 - 99/99/9999 PV#: 250801 - 250827 Inv Date PV 10/21/2024 FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4 01-6387-0-4300.00-1110-1000-020-00-105-0000 Tax ID CALIF ASSOCIATION F F A Name 1. 01-63 Inv. 117915 Vendor/Addr CZ 000558/00 PV NO 250817

4 RES Mod

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COAST CONTRUCTION GROUP

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Prof. Serv. Dec. 2024 Z 32 2/26/2025 Z 1,366.25 00000000 12/31/2024 35-0000-0-5800.00-0000-8500-000-00-000-0000 FLEWELLING & MOODY Inv. 48744 WES Pre-K/TK 000206/00 250819 250820

Proj. Mgmt. Serv.TMS Mod. 32 0.00 2/26/2025 Z Z 9,480.73 20,897.73 12/31/2024 30,378.46 $1. \ \ 35 - 9304 - 0 - 5800.00 - 0000 - 8500 - 000 - 000 - 0000$ 2. 35-9304-0-5800.00-0000-8500-000-00-000-0000 Inv. SKUSD-TMS-030 Inv. SKUSD-TMS-031 Total amount HPLE INC 002877/00

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Proj. Mgmt. RHECC Cafeteri Z 32 2/26/2025 Z 49,438.18 1/31/2025 $1. \quad 01-0000-0-5800.00-0000-8500-020-72-218-0000$ HPLE INC 002877/00 250821

* 0.00 Z 26,071.75 75,509.93 2. 01-0000-0-5800.00-0000-8500-020-72-218-0000 Inv. SKUSD-RHSNC-018 Inv. SKUSD-RHSNC-017 Total amount

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After Hours Security RHECC 32 2/26/2025 2/26/2025 815221516 LANTZ SECURITY 00/190800 250822

0.00 Z Z 3,472.00 3,472.00 6,944.00 2. 01-0000-0-5800.00-1110-8300-020-78-000-0000 Inv. 80207 2/10-2/23 1. 01-0000-0-5800.00-1110-8300-020-78-000-0000 Inv. 80186 1/27-2/9 Total amount

Notice to Vendors 32 2/26/2025 Z 678.78 1/31/2025 01-0000-0-5800.00-0000-7200-004-00-000-0000ANTELOPE VALLEY PRESS 000329/00 250823

Acct. 00000334

- E-Rate

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Pay Voucher Transactions Date: 00/00/0000 - 99/99/9999 PV#: 250801 - 250827

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PV NO	Vendor/Addr LN	Name FD-RESC-Y-OBJT.SO-GOAL-FUNC-STE-T2-TY3-TYP4	Tax ID -T2-TY3-TYP4	Inv Date PV a	e Entered PV amount UT U	red Paid Batch UT UT-Obj UT-Rate	Description UT-Amount 1099
250824	00088/000	MELDON GLASS	000000000	2/14/2025	2/26/2025	32	Demo & Store Partitions at
	1. Inv. 1	1. 01-8150-0-5800.00-1110-8100-010-00-000-0000 Inv. 17253	0000-000-00-	2,4	2,400.00 N		z
250825	002316/00	MEDALLION CONTRACTING INC	000000000	1/31/2025	2/26/2025	32	Pay App. 18 New Cafeteria
	1. Pay Api	1. 01-0000-0-5800.00-0000-8500-020-72-218-0000 Pay App. 18 SKUSD-RHECC-NCB	72-218-0000	492,1	492,118.30 N		Z
250826	003017/00	JESSICA SHEVLIN		2/26/2025	2/26/2025	32	Reimb. Employee Contributi
	1.	1. 01-6546-0-3202.00-5001-3120-005-72-202-0000	72-202-0000	1	121.92 N		z
	2. 2.	2. 01-6500-0-3202.00-5001-3120-005-72-202-0000	72-202-0000	1	121.92 N		z
	3.	3. 01-6546-0-3302.00-5001-3120-005-72-202-0000	72-202-0000		94.49 N		Z
		01-6500-0-3302.00-5001-3120-005-72-202-0000	72-202-0000		94.49 N		Z
	Medicare	7. 01-6546-0-3312.00-5001-3120-005-72-202-0000	72-202-0000		22.10 N		z
	Medicare	01-6500-0-3312.00-5001-3120-005-72-202-0000	72-202-0000		22.10 N		Z
	TC	Total amount	477.02	* 2		* 00.0	
Tota]	Total for 02/26/2025	025		962,543.25	43.25 ***		*** 00.0
250827	003508/00	NH MULCH AND SOILS	1	12/17/2024	2/21/2025	32	Compost for Seed Topper
	1. 01 Inv. 3330	1. 01-0000-0-4300.00-1110-1000-020-72-205-0000 3330	72-205-0000	1,3	1,331.48 N		Z
Total	Total for 02/27/2025	025		1,3	1,331.48 ***		*** 00.0
Grand	Grand total			968,286.43	36.43 ****		***** 00.0



Southern Kern Unified School District

2601 Rosamond Blvd. Rosamond, CA 93560

$Agreement/Contract\ Coversheet$

Vendor/Contractor Name	Date Contract Received	Board Date	
Corwin	2/27/2025	3/5/2025	
Contract Title/Name	Contract Effective Dates		
		Final Contract to	
		uperintedent's Secretary By:	
Contract ID: C-200325155056315	Until 12/30/2025	2/27/2025	
Description of Agreement			
This Contract is for Professional Development se	ervices as outlined in Exhibit A of the	he Contract. This is for	
the 2025/2026 school year.			
Renewal Clause		Automatic Renewal	
		Travolitatio Ivono Wal	
		No	
Payment Terms:	Termination Clause	Budgeted Item	
Net 30	N/A	Yes	
Fixed/Startur Costs N/A Total Cost (NTP) Don Voor 2001 700 00			
Fixed/Startup Costs N/A Total Cost (NTE) Per Year \$301,500.00			
Budget String/Comments			
Business Services			
Business bervices			
Qyerview			
Agreement is for more than one School Fiscal Year			
Clearly States Fees and Hourly Rates			
Allows Early Termination			
Mutual Indemnity Clause			
Governed in Accordance with Laws of California and Department of Education			
П			
Arbitration Clause			
There are in a large description of the second of			
Two copies already signed by vendor	C'	D	
Initial Basican Complete	Signature	Date	
Initial Review Complete	Robert Irving	2/27/2025	
	C :	ъ.	
Downless Only Downson I	Signature	Date	
Purchase Order Prepared			
	Signature	Date	
Ready for Board Agenda	Camie Davies	2/27/2025	



AGREEMENT FOR SERVICES AND PRODUCTS

This Agreement for Services and Products ("Agreement") is entered into on **February 20, 2025** (the "Effective Date"), by and between **Corwin Press, Inc.**, a SAGE Publications, Inc. company, with offices at 2455 Teller Road, Thousand Oaks, California 91320 ("Corwin") and **SOUTHERN KERN UNIFIED SCHOOL DISTRICT**, with offices at **2601 Rosamond Blvd**, **ROSAMOND**, **California**, **93560** ("Customer").

- 1. <u>Services</u>. Customer desires to contract with Corwin for services related to the Customer's professional learning or other expressed learning needs (the "Services"); and Corwin desires to provide such Services to the Customer as further described in the Investment and Timeline attached hereto as **Exhibit A**.
- a. Live Events (On-Site and Virtual). For Services concerning on-site or live virtual development, including, without limitation, keynotes, workshop days, implementation days and coaching days (each, a "Live Event"), Corwin will establish and agree on final dates with Customer for dates not scheduled at the time the Agreement is signed which will be subject to speaker availability. Confirmation of such final dates will be communicated by email to Customer. For any on-site, in-person Event ("On-Site Event"), Customer shall: (1) employ appropriate safety measures to ensure the safety of the Event participants and speakers (e.g., to reduce the spread of COVID-19 or any other virus as applicable); and (2) inform its participants (a) of all risks associated with attending an On-Site Event, (b) that by participating in the On-Site Event, the participants will be deemed to have assumed all such risks, and (c) that Corwin shall have no liability whatsoever arising from or related to any Customer participant's attendance and participation in any On-Site Event. Customer may request to reschedule the date of a Live Event and, if approved by Corwin, Customer will reimburse Corwin for any additional costs or expenses incurred by Corwin and/or the speaker of such rescheduled Live Event. For the sake of clarity, a Live Event will include a Synchronous Webinar (as defined below) but not an Asynchronous Webinar (as defined below).
- b. Virtual Events (Synchronous Webinars and Asynchronous Webinars). Services concerning a webinar presented live by a speaker shall each be considered a "Synchronous Webinar". In limited circumstances, Corwin may consider a Customer request that a certain Synchronous Webinar be recorded (each, a "Synchronous Recording"), provided that such request is received by Corwin no fewer than seven (7) business days from the commencement of a scheduled Synchronous Webinar. Notwithstanding the foregoing, Customer acknowledges and agrees that the approval of such request to record a Synchronous Webinar shall be made by Corwin in its sole discretion. Customer further acknowledges and agrees to inform each of its participants that their individual consent (which may include other terms and conditions from Corwin) will be required to participate in a Virtual Event and that, when requested by Corwin, Customer will be responsible for obtaining such consents from each participant prior to the Virtual Event and providing Corwin with copies of the consents. Services may also include access to (1) webinars which were recorded independent of this Agreement, (2) any prerecorded virtual development keynotes, workshops, implementation, and coaching as approved by Corwin in its sole discretion, or (3) the recording that was recorded as the Synchronous Recording, subject to the terms herein (an "Asynchronous Webinar"). Synchronous Webinars and Asynchronous Webinars are collectively referred to herein in as "Virtual Events".
- c. <u>Registrations for Virtual Events</u>. Prior to receiving the link to access the Virtual Event, participants will be required to register following the instructions provided by Corwin and/or the Customer. One registration by each participant will be required for each Virtual Event; however, if the Virtual Event is a Synchronous Webinar that is a multi-day event, each participant will only be required to register once for all of the days of that Synchronous Webinar. In addition, in the case of a Synchronous Webinar, Corwin will provide the Customer with registration and access information and the Customer will distribute such information to its participants within a reasonable timeframe prior to the first day of the Synchronous Webinar.
- d. <u>Special Terms</u>. The Services shall be subject to any "Special Terms" attached to this Agreement for additional Corwin program offerings, including, without limitation, Surveys, Youth Equity Stewardship (YES!) Student Workshops, and Asynchronous Webinars.
- 2. <u>Products</u>. Customer desires to contract with Corwin for the furnishing of products related to the Customer's professional learning or other express learning needs (the "Products"); and Corwin desires to provide such Products to the Customer as further described in the attached **Exhibit A** and which shall be subject to any applicable **Special Terms** for certain Products including, without limitation e-Books.
- 3. <u>Term and Termination</u>. The term of this Agreement will commence on **August 11**, 2025 and will remain in effect for one [1] year or until Corwin has completed the Services and/or delivered the Products described in **Exhibit A**. Either party may terminate this Agreement without cause upon sixty (60) calendar days' advance written notice subject to the following terms.
- a. For all Live Events: (1) in the event of termination by Customer more than thirty (30) calendar days from the date of a

scheduled Live Event, Corwin will be paid any expenses incurred by or on behalf of Corwin as of the effective date of termination including, without limitation, speakers' fees and costs, Corwin's non-refundable travel costs, and non-refundable venue deposits (collectively, "Corwin Expenses"); (2) in the event of termination by Customer within thirty (30) calendar days from the date of a scheduled Live Event, Corwin will be paid fifty percent (50%) of all amounts set forth in **Exhibit A** related to the cancelled Live Event and Corwin will be reimbursed for all Corwin Expenses; and (3) said foregoing amounts and expenses due based on such early termination under (1) or (2) above by Customer will be paid in full by Customer to Corwin within ten (10) days of the termination date.

- b. Certain Services and/or Products may be subject to other termination and/or cancellation terms as set forth in the applicable **Special Terms** or as otherwise agreed in writing by Customer and Corwin.
- c. Notwithstanding anything herein to the contrary, should any Corwin program relating to the Services described in Exhibit A become unavailable or Corwin's ownership or rights to the Corwin program be subsequently modified or changed in any manner, and Corwin is unable to substitute other services related to the Corwin program on terms acceptable to Customer, Corwin shall have the right to immediately terminate this Agreement without any liability or penalty whatsoever.
- 4. Rescheduling. Customer hereby acknowledges and agrees that its reservation of dates for Live Events as set forth in Exhibit A prevents Corwin from booking the specified Corwin speakers for other customers on those same dates and can result in Corwin incurring expenses. Therefore, Customer agrees that, in the event of Customer's rescheduling of any Live Events, Corwin will be paid the following as damages within ten (10) days following notification by Customer to Corwin of its intent to reschedule the Live Events: in the event of Corwin's receipt of notice of Customer's intent to reschedule (1) an On-Site Event between thirty (30) and sixty (60) calendar days from the first date of a scheduled On-Site Event, Corwin will be paid twenty-five percent (25%) of the amounts listed on the Exhibit A for the rescheduled day(s); (2) an On-Site Event fewer than thirty (30) calendar days from the first date of a scheduled On-Site Event, Corwin will be paid fifty percent (50%) of the amounts listed on the Exhibit A for the rescheduled day(s); and (3) a Virtual Event fewer than fourteen (14) calendar days from the first date of a scheduled Virtual Event, Corwin will be paid twenty-five percent (25%) of the amounts listed on the Exhibit A for the rescheduled day(s).
- 5. <u>Compensation</u>. Corwin will be paid the amounts outlined in **Exhibit A**. Except as otherwise provided herein, Customer will pay Corwin all amounts due hereunder within thirty (30) days of receipt of invoice. To ensure invoices will be processed by Customer in a timely manner, if a purchase order ("PO") number is required by Customer's Accounts Payable department for the timely processing of invoices, Customer shall include such PO number in the space provided on the signature block below, or shall be responsible for providing such PO number to its contact at Corwin at least one (1) week prior to the first date of the Event. Customer's failure to provide a PO number to Corwin, if necessary, at least one (1) week prior to the Event shall not excuse Customer's obligation to pay Corwin within the timeframe set forth in this Section 5.

6. Warranties.

- a. Corwin represents and warrants (1) that it will perform the Services using qualified personnel and in accordance with applicable industry standards; and (2) that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local, or other governmental unit which has jurisdiction in such circumstance. Customer represents and warrants that it will comply with any and all applicable rules, laws and regulations, court or administrative orders or decrees of any federal, provincial, local, or other governmental unit which has jurisdiction in such circumstance. Certain Services and/or Products may be subject to other terms as set forth in the applicable Special Terms.
- b. EXCEPT AS OTHERWISE PROVIDED HEREIN, CORWIN PROVIDES ALL PRODUCTS AND SERVICES INCLUDING, WITHOUT LIMITATION, ANY WEBINARS AND EBOOKS, AND/OR ANY RELATED MATERIALS IN AN "AS-IS" CONDITION. EXCEPT AS EXPRESSLY SET FORTH HEREIN, CORWIN DOES NOT MAKE ANY OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY CONCERNING THE AVAILABILITY OF A WEBINAR OR EBOOK OR THE USE OF ANY SERVICE OR PRODUCT FOR A PARTICULAR PURPOSE.
- 7. <u>Indemnification</u>. Each party will indemnify, defend, and hold harmless the other party, its affiliates, and their officers, directors, shareholders, employees, and agents from and against all obligations of any nature whatsoever (including all reasonable attorneys' fees) resulting from a party's failure to perform in accordance with any of the terms of this Agreement; provided however, that the foregoing will be subject to any applicable state immunity.
- 8. <u>Limitation of Liability</u>. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, CORWIN SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES EVEN IF CORWIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, CORWIN SHALL NOT BE LIABLE FOR ANY DAMAGES OR LIABILITY THAT RESULT OR ARISE FROM THE CUSTOMER'S USE OR INABILITY TO ACCCESS OR OTHERWISE USE THE PRODUCTS, SERVICES AND/OR ANY OTHER PART OF THE SERVICES (INCLUDING ANY PROVIDED BY THIRD PARTY PROVIDERS). BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY. TO THE EXTENT THE FOREGOING LIMITATIONS OF LIABILITY ARE, IN WHOLE OR IN PART, HELD TO BE INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF CORWIN FOR ANY REASON AND UPON ANY CAUSE OF ACTION (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, STRICT

LIABILITY AND OTHER ACTIONS IN CONTRACT OR TORT) ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE LIMITED TO CUSTOMER'S DIRECT DAMAGES ACTUALLY INCURRED NOT TO EXCEED THE AMOUNTS RECEIVED BY CORWIN FROM CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE MONTH PERIOD PRECEDING CUSTOMER'S ASSERTION OF LIABILITY. IN ADDITION, IF CUSTOMER IS A COMPANY DOING BUSINESS IN CALIFORNIA, CUSTOMER HEREBY WAIVES CALIFORNIA CIVIL CODE §1542, WHICH SAYS: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor" AND CUSTOMER HEREBY WAIVES ANY AND ALL SIMILAR STATE STATUTES OR OTHER RULES OR REGULATIONS THAT MAY APPLY. THE EXCLUSIONS SET OUT HEREIN ONLY APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW.

- 9. Force Majeure. Notwithstanding any other provision of this Agreement, in the event that the performance of any obligation under this Agreement by Corwin is prevented due to an event of war, terrorism, government regulation or order, travel advisories or bans, national emergencies, epidemics, pandemics, disasters, civil disorders, acts of God, or any other event beyond Corwin's reasonable control [including the unavailability of a speaker for any Live Event] which would render the scheduled Live Event and/or the attendance of speakers of such scheduled Live Event impossible, illegal or impracticable, Corwin's nonperformance shall be excused and Corwin shall not be responsible to the Customer for failure or delay in performance of its obligations under this Agreement. Moreover, in the event a speaker becomes unavailable to attend a Live Event, Corwin may, at its sole discretion, substitute the unavailable speaker to another available speaker (subject to the Customer's consent) and/or reschedule the Live Event.
- 10. <u>Notices</u>. All notices required or permitted hereunder will be in writing and will be sent by registered or certified mail, return receipt requested, or by a U.S. nationally recognized overnight delivery service, to the party to whom such notice is directed, at its address as set forth above, or to such other address as such party will have designated by notice hereunder. Notices will be deemed given on the date received.
- 11. Ownership/Rights. Corwin will own or hold the necessary rights to any materials or other work product created, developed or distributed by Corwin, or the assigned speakers of an On-Site Event, Synchronous Webinar, or Asynchronous Webinar (collectively, "Event") under this Agreement including, without limitation, any Event handouts, materials, chat files or other transcripts of certain Synchronous Webinars and Asynchronous Webinars (to the extent such chat files or transcripts have been generated by the Synchronous Webinar or Asynchronous Webinar), or any survey data, results, reports or other related content or deliverables (collectively, "Materials"). No rights to any of the Materials shall be conveyed to Customer except as expressly set forth herein; provided, however, that Customer shall be permitted to use the Materials (in the format provided by Corwin) solely in connection with the Event related to the Services provided by Corwin hereunder or in connection with a Product if intended as further described in Exhibit A. Moreover, in no event shall Customer be permitted to alter, reproduce, distribute, or otherwise use any Materials provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever. In the event that Customer photographs, audio tapes, video tapes, or otherwise records or broadcasts an Event, speaker, presentation or any of the Materials and/or Services provided by Corwin under this Agreement, in whole or in part, in any manner whatsoever, Customer shall abide by the terms and conditions of Corwin's Video License Agreement, which may be furnished to Customer upon request. Customer acknowledges and agrees that Corwin is the exclusive owner or holds all necessary rights to each Corwin program, Event and any related intellectual property and associated trademarks thereto, including, without limitation trademarks associated with Visible Learning Plus. Moreover, Customer's use of any and all Materials provided by Corwin to Customer in relation to a Corwin program, Event or otherwise shall be subject to the terms and conditions set forth herein and any other terms and conditions binding on Customer.
- 12. <u>Subcontracting</u>. Corwin may engage subcontractors to perform its obligations herein including, without limitation, speakers to deliver presentations at an Event related to the Services and/or any third-party platforms to deliver the Products and/or Services.
- 13. <u>Additional Services</u>. Customer agrees that any interest for additional Services relating to Customer's professional learning needs will be directed to and contracted with Corwin. For the avoidance of doubt, such Customer interest will not be directed to any Corwin speaker, trainer, or consultant.
- 14. Confidentiality; Open Records Statutes. Customer agrees that, except with the prior written consent of an authorized representative of Corwin, it may only disclose the terms of this Agreement to a third party who shall agree to maintain said terms as confidential and who has a legitimate business purpose to receive such information. Corwin acknowledges and agrees that the terms of this Agreement may be subject to any applicable state or federal open records statutes ("Open Records Statutes"). Customer hereby acknowledges and agrees that all Materials provided by Corwin and generated under this Agreement are Corwin proprietary and confidential content, and, therefore, may be subject to exemptions to the Open Records Statutes. Therefore, Customer agrees that, in the event Customer or any of its authorized representatives or agents are requested or required by law or compelled by legal process to disclose any Materials provided by Corwin under this Agreement to any other third party, including without limitation in response to any Open Record Statutes, it shall provide Corwin with prompt written notice of receipt of any such request or requirement and a copy thereof prior to the actual disclosure so that Corwin may avail itself of any applicable exemption to the Open Records Statute or seek an appropriate protective order and Corwin and Customer shall reasonably cooperate in responding to the request.
- 15. <u>Miscellaneous</u>. This Agreement (including the **Special Terms** and **Exhibit A**) constitutes the entire agreement between Corwin and Customer, and supersedes all prior agreements, representations, and understandings of the parties whether written or oral. No amendment, supplement, or modification of this Agreement will be effective unless executed in writing by

both Corwin and Customer; provided however, that Live Event dates and Asynchronous Webinar access periods may be modified or otherwise agreed to by the parties (including, without limitation, additional fees that may be charged to Customer for such Live Event date and Asynchronous Webinar access period modifications to compensate Corwin for Corwin Expenses) via email in accordance with the terms of Exhibit A. In the event of a conflict between a term of this Agreement (including the Special Terms attached hereto) and a term of Exhibit A, the term of this Agreement will control; and in the event of a conflict between a term of this Agreement and a term of the Special Terms, the term of the Special Terms will control. Additionally, in the event of a conflict between a term of this Agreement and any ancillary Customer document, form, or agreement (even if executed by the parties subsequent to the execution of this Agreement), the term of this Agreement will control. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions, and this Agreement will be construed in all respects as if any invalid or unenforceable provision were omitted. This Agreement shall be governed by the laws of the State of California without regard to conflicts of laws. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration in Ventura County, California and administered by the American Arbitration Association in accordance with its then-existing Commercial Arbitration Rules. This Agreement may be executed in counterparts, each of which will be deemed the original, all of which together will constitute one and the same instrument. A faxed copy or other electronic copy will be deemed as an original.

[Signature Page Follows]

Accepted and agreed to by:	
SOUTHERN KERN UNIFIED SCHOOL DISTRICT	Corwin
Name: Title:	Liz McCarver Director, Corwin Learning Sales
Date:	Date:
Please provide the following information to ensure pro	per billing:
Billing Contact Name:	Title:
Billing Contact Email Address:	
Purchase Order Number*:	
to the first date of the Event shall not excuse Customer' If no PO number has been entered above, please select Customer does not require a PO number to be refer	renced on invoices to make a timely payment of invoices. ced on invoices and is responsible for providing such number to

As you sign and return this document, please also forward a Purchase Order and if purchasing Books, a copy of your Tax ID Certificate. Thank You!

Exhibit A: See attached Investment and Timeline

Investment and Timeline

NorCal - Southern Kern USD - Fisher/Frey, Doug Fisher, Nancy Frey, Joseph Assof - Larry Mendez, Aug 2025 to Dec 2025

Currency: US Dollar

Learning Products	
8/11/2025: F/F Collection - F/F: Custom - Workshop - Onsite Full Day	
Notes: Scope of Work: RIGOR kick off workshop. Details to be determined on planning call.	
Nancy Frey - \$16,500.00	\$16,500.00
8/11/2025: F/F Collection - TBC - Workshop - Onsite Full Day	
Joseph Assof - \$7,500.00	\$7,500.00
8/19/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	
Doug Fisher - \$18,500.00	\$18,500.00
8/20/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	,,,,,
Doug Fisher - \$18,500.00	\$18,500.00
8/28/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	
Davis Fisher, 618 500 00	ć18 E00 00
Doug Fisher - \$18,500.00 8/29/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	\$18,500.00
Doug Fisher - \$18,500.00	\$18,500.00
9/3/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	
Doug Fisher - \$18,500.00	\$18,500.00
9/4/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	\$18,300.00
-, ,, · · · · · · · · · · · · · ·	
Doug Fisher - \$18,500.00	\$18,500.00
9/5/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	+10,000.00
	440 700 00
Doug Fisher - \$18,500.00 9/11/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	\$18,500.00
5/11/2023. F/F Collection - Coaching - Workshop - Offsite Full Day	
Doug Fisher - \$18,500.00	\$18,500.00
9/18/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	\$10,500.00
Doug Fisher - \$18,500.00	\$18,500.00
9/19/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	
Doug Fisher - \$18 500 00	\$18,500.00
Doug Fisher - \$18,500.00 10/14/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	\$10,500.00
Doug Fisher - \$18,500.00	\$18,500.00



10/15/2025: F/F Collection - Coaching - Workshop - Onsite Full Day		
Doug Fisher - \$18,500.00		\$18,500.00
10/17/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	χ	
Doug Fisher - \$18,500.00		\$18,500.00
10/30/2025: F/F Collection - Coaching - Workshop - Onsite Full Day	,	
Doug Fisher - \$18,500.00	×	\$18,500.00
12/16/2025: F/F Collection - Coaching - Workshop - Onsite Full Day		- ,
Doug Fisher - \$18,500.00		\$18,500.00
	Learning Products Subtotal	\$301,500.00

Subtotal	\$301,500.00
Tax	See Below
Est. S&H	
TOTAL	\$301,500.00

- Pricing for Consulting Service Days are inclusive of all travel expenses.
- Investment above includes an estimate of Shipping Fees for books and resources and may vary based on rates that are applied at the time the order is shipped. A separate PO for books and resources will be requested and are required without a signed contract. Resources and books will be invoiced separately from professional development services. Books and resources will be shipped approximately 30 days prior to engagement; please notify Corwin with specific delivery requests. Expedited shipping will apply should the client request it.
- · Copying and distribution of any handouts is the Client's responsibility.
- Consultant will hold above date(s) on his/her calendar for 30 days, at which time he/she may need to release the hold for another Client. Corwin
 recommends moving to contract within 30 days, if possible, so as to secure this date on his/her calendar.
- All payments indicated above are exclusive of all federal, state, local and foreign taxes, levies and assessments. The Client will be responsible for
 the payment of all such taxes, levies and assessments imposed by any taxing authority, and taxes will be included at the time of invoice; tax
 exempt form should be included with PO and signed contract, if applicable.
- This investment and timeline for services is intended to be a working document and is subject to change based on client needs.
- For any Survey product, Corwin will send a link for Customer to complete a survey and Customer has two (2) weeks to complete the survey in
 order for Corwin to generate a report for Customer. If Customer does not complete the survey within the two-week period and/or if less than five
 (5) survey responses are received, the survey will be considered invalid/incomplete and the related survey Product will be forfeited and no
 refunds or credits will be granted.
- Evaluation Services including Surveys and Assessments will be billed upon the delivery of the Client's subsequent report



Maintaining Excellence

Southern Kern Unified School District

2601 Rosamond Blvd. Rosamond, CA 93560

Donation

Site	Date Received	Board Date		
Rosamond High School	2/18/2025	3/5/2025		
Donation	Effective Dates	Final Contract to		
D D111	From 3/6/2025	Superintedent's Secretary By:		
Boys Basketball	Until	2/27/2025		
Description				
Description				
This \$100 cash donation is to be used for Bo	vs Basketball at Rosamond	High School. The		
Donation is from Evelyn Sanders.	y			
Renewal Clause		Automatic Renewal		
arous was clause		Tratomatic renewar		
D	m : :: 01			
Payment Terms:	Termination Clause N/A	Budgeted Item N/A		
	14/11	IVA		
Fixed/Startup Costs N/A	Total Cost (not to exceed)	N/A		
D 1 . G				
Budget String/Comments Business Services				
Bus	iness Services	Τ		
Overview				
Agreement is for more than one School F	iscal Year			
☐ Clearly States Fees and Hourly Rates				
☐ Allows Early Termination				
☐ Mutual Indemnity Clause				
Governed in Accordance with Laws of California and Department of Education				
☐ Arbitration Clause				
Arbitration Clause				
Two copies already signed by vendor				
	Signature	Date		
Initial Review Complete	Robert Irving	2/27/2025		
Purchase Order Prepared	Signature	Date		
- Purchase Order Prepared				
	Gi-	N		
Ready for Board Agenda	Signature Camie Davies	Date 2/27/2025		
neady for board Agenda	Carrie Davies	2/27/2025		



Southern Kern Unified School District Rosamond High School Early College Campus Associated Student Body

Donation
Form

Name of Donor: Evelyn	Sanders	
Street Address:	<u> </u>	
City, State, & ZIP: _		
Telephone	Email:	
Description of the donation: (If cash of each item, including serial number, estimated)	or check, show the exact amount; if other than cash or check, include a nated value, color, etc)	detailed description
\$ 100.00 bill		
MB48731707		
Donation for: ☐ ASB CLUB ☐	School Site District	
ASB Club name: Bous B	asketball team	
Purpose of the donation:		
uniforms, e	equipment, etc.	
Donor:	Edmandes	2-12-25
Student Club Representative:	(Signature, Title and Date)	2 12 - 6
	Oaylen Logez (Signature, Title and Date)	2-13-25
Club Advisor:		2-12-25
ASB Bookkeeper Verified:	(Signature, Title and Date)	
Private	(Signature and Date)	
Approved	□Declined □Hold - More information neede	d
ASB Officer Signature: Asi M	ARMY Title: Presiden T	~
ASB Director Signature:	Date Recorded in ASB minutes:	2-18-25
ministrator Signature:		

. Maintaining Excellence,

Southern Kern Unified School District

2601 Rosamond Blvd. Rosamond, CA 93560

$Proposal/Estimate\ Cover\ Sheet$

Vendor/Contractor Name or Event Name	Date Received	Board Date
Medallion Contracting, Inc.	2/24/2025	3/5/2025
Proposal Title/Name	Effective Dates	Final Contract to
Cost Proposal	From 3/6/2025 Until Completed	Superintedent's Secretary By: 2/27/2025
D : ::		
Description		
This cost proposal is for addition irrigation work	for the Rosamond High School	Locker Room Project.
Renewal Clause		Automatic Renewal
No		NO
Payment Terms:	Termination Clause	Budgeted Item
	60 day written notice	N/A
Fixed/Startup Costs N/A	Total Cost (not to exceed)	\$5,980.00
Budget String/Comments		
	iness Services	
Overview Agreement is for more than one School F	iscal Year	
☐ Clearly States Fees and Hourly Rates		
☐ Allows Early Termination		
Mutual Indemnity Clause		
Governed in Accordance with Laws of Ca	lifornia and Department of Edu	acation
☐ Arbitration Clause		
\square Two copies already signed by vendor		
Initial Review Complete	Signature Robert Irving	Date 2/27/2025
		2/2//2020
	Signature	Date
Purchase Order Prepared		
	Signature A	Date
Ready for Board Agenda	Camie Davies	2/27/2025



Ph#661-575-5962, Fax#661-949-3235, License #567084 41765 12th St. West Palmdale, CA.93551

COST PROPOSAL

2/24/2025

Attn: Robert Irving Southern Kern Unified School District 2601 Rosamond Blvd Rosamond, CA. 93560

SCOPE OF WORK: (Additional Irrigation work, RHS Locker Room)

Furnished all materials, equipment & labor to: to furnish & install additional irrigation control wiring and module for future locker room irrigation

BASE BID: \$5,980.00

Exclusions/Conditions: Testing, Permits, inspection fees, any/all work not mentioned above is excluded. Payment to be paid in full once work has been completed. Proposal is based on performing scope of work during normal business hours. Proposal is based on prevailing wage rates, performance & payment bond is excluded. Bid is based on using districts water source and source for temp power as needed for our construction activities.

ACCEPTANCE OF PROPOSAL—	
The above prices, specifications and condit	tions are satisfactory and hereby accepted. You are authorized to do the work as specified.
Date of Acceptance	Signature of Acceptance Client/Owner
Date of Acceptance Z/24/2025	_ Signature of Acceptance



Southern Kern Unified School District

2601 Rosamond Blvd. Rosamond, CA 93560

$Agreement/Contract\ Coversheet$

Vendor/Contractor Name	Date Contract Received	Board Date
Eastern Kern Air Polution Control District		
(EKAPCD)	2/25/2025	3/5/2025
Contract Title/Name	Contract Effective Dates	Final Contract to
Agreement No. 03-001-2025	From 3/6/2025 Until 3/6/2027	Superintedent's Secretary By: 1/29/2025
Description of Agreement This Agreement is for replacement of a 2007, 19 4UZABRDD87CX80687, License # 1637155, SF Compliant zero-emission electric school bus, ha pounds.	KUSD bus number 30-07, with a 20	024 or newer State
Renewal Clause		Automatic Renewal
Payment Terms: Net 30	Termination Clause N/A	No Budgeted Item Yes
Fixed/Startup Costs N/A	Total Cost (NTE) Per Year	\$74,904.00
Budget String/Comments		
Business Services		
Agreement is for more than one School Clearly States Fees and Hourly Rates Allows Early Termination Mutual Indemnity Clause Governed in Accordance with Laws of C Arbitration Clause Two copies already signed by vendor		ation
	Signature	Date
Initial Review Complete	Robert Irving	2/27/2025
Purchase Order Prepared	Signature	Date
Ready for Board Agenda	Signature Coming Parising	Date
keady for Board Agenda	Camie Davies	2/27/2025



AB134/AB1550 SCHOOL BUS REPLACEMENT AGREEMENT NUMBER 03-001-2025

AGREEMENT BETWEEN EASTERN KERN AIR POLLUTION CONTROL DISTRICT AND SOUTHERN KERN UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made and entered into this 6th day of March 2025, by and between the EASTERN KERN AIR POLLUTION CONTROL DISTRICT ("**DISTRICT**") and SOUTHERN KERN UNIFIED SCHOOL DISTRICT ("**GRANTEE**"). DISTRICT and GRANTEE may be referred to individually as "**Party**" and collectively as "**Parties**."

WITNESSETH:

WHEREAS:

- (a) The California Clean Air Act encourages local air pollution control districts to reduce emissions from motor vehicles and heavy-duty engines and the State Implementation Plan (SIP), California's plan to attain ambient air quality standards, includes motor vehicle and heavy duty engine emission reduction goals;
- (b) Community Air Protection (CAP) funds as authorized under Assembly Bill (AB) 134 support early actions to reduce emissions and improve community health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of AB 617 (Chapter 254, Statutes of 2017);
- (c) The DISTRICT Board of Directors adopted Resolutions to accept CAP funds and administer them to eligible projects;
- (d) The DISTRICT is required to select projects for CAP funding in a manner that emphasizes localized reductions of criteria and toxic emissions that will provide immediate or near-term emission reductions in disadvantaged or low-income communities as defined in SB 535 (Chapter 830, Statutes of 2012) and AB 1550 (Chapter 369, Statutes of 2016);
- (e) CAP funded projects must be administered through the 2017 Carl Moyer Memorial Air Quality Standards Attainment Program (CMP) Guidelines, which includes replacing older school buses pursuant to the Lower-Emission School Bus Program (LESBP);
 - (f) CAP funds and CMP funds can be combined to award eligible projects;
- (g) GRANTEE has proposed a project that meets the eligibility criteria, and has been recommended for funding by DISTRICT staff; and
- (h) GRANTEE represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. **Project**. GRANTEE shall perform all activities necessary to complete the project described in **Exhibit A**, which is attached hereto and incorporated herein by this reference. GRANTEE agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, on schedule and in a professional manner, the activities described herein.

The purpose of this project is to reduce emissions from an older high-emitting diesel fueled school bus through school bus replacement. To achieve this purpose, GRANTEE agrees to replace an existing 2007 diesel-fueled Thomas school bus with a 2024 or newer zero-emission electric school bus having a gross vehicle weight rating (GVWR) of greater than 14,000-lbs and maintain it for the duration of the Agreement.

GRANTEE is prohibited from removing the new school bus from service during the term of this Agreement specified in **Section 6, Term**, unless the school bus becomes inoperable through failure of components or systems, and these failures cannot be repaired, and such failure is not caused by GRANTEE's negligence, misuse, or malfeasance.

2. <u>Period of Performance/Timetable</u>. GRANTEE shall commence performance of work and diligently prosecute said work in accordance with the project implementation schedule and deadlines for performance indicated in **Exhibit A**, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

3. Payments.

- a. The total obligation of the DISTRICT under this Agreement shall not exceed seventy-four thousand nine hundred four dollars (\$74,904.00). GRANTEE shall, if necessary, obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in **Exhibit A**. Upon request by DISTRICT, satisfactory written evidence of such funding commitments shall be provided to DISTRICT prior to the release by DISTRICT of any funds under this Agreement. In the event funding from other sources for the total cost of the project is not received by GRANTEE, DISTRICT reserves the right to terminate or renegotiate this Agreement. In that event, if requested by the DISTRICT, GRANTEE shall return any DISTRICT funds previously paid to GRANTEE.
- b. Advanced payments shall not be permitted. Payments will be permitted only at such time as equivalent activities have been satisfactorily rendered. Claims and all supporting documentation shall be submitted directly to DISTRICT.
- c. All invoices for payment shall be submitted in a form approved by the DISTRICT and shall contain a detailed description of the work completed for which payment is being requested, including all proper documentation and receipts of expenses incurred. Payment will be made to GRANTEE within thirty (30) days of receipt and approval of each invoice by the DISTRICT.

- d. The amount to be paid to GRANTEE under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the GRANTEE. The GRANTEE shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.
- e. Concurrently with the submission of any claim for payment, GRANTEE shall certify (through copies of invoices, issued checks, receipts, etc.) that complete payment has been made to any and all suppliers, sub-contractors or consultants who have provided materials or performed work for which payment is being requested by GRANTEE. It is understood that all costs and expenses incidental to GRANTEE's performance of services under this Agreement shall be borne exclusively by GRANTEE.
- f. Any compensation which is not expended by GRANTEE pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to the DISTRICT. Only expenditures incurred by the GRANTEE in the direct performance of this Agreement will be reimbursed by the DISTRICT. Only allowable expenditures, as determined in the sole discretion of the DISTRICT, will be reimbursed by the DISTRICT. All final claims shall be submitted by GRANTEE within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by DISTRICT on claims submitted beyond the 60-day closeout period.
- 4. <u>Inspection, Audit, and Record Retention</u>. GRANTEE shall retain project records and allow DISTRICT, ARB, or their designated representative to inspect the project as provided in **Exhibit A** attached hereto, during the entire contract term as specified in **Section 6, Term**, of this Agreement.

Project records shall include, but not be limited to, a resolution from the school district governing board (or a duly authorized official with authority to make financial decisions) authorizing the submittal of the application and identifying the individual authorized to implement the bus replacement project, vendor quote(s), executed contract(s), copy of the purchase order for the new replacement bus, copy of the ARB certification executive order for the engine of the new replacement bus in the purchase order, invoices, proof of payment, copy of the registration for the new replacement bus, and documentation of the disposal of the replaced (old) bus.

Records of replaced bus shall include: Copy of the Inspection Approval Certificate (CHP form 292) and copy of the registration. To document the GVWR for any bus that is to be replaced, a photograph of the bus's data tag must be taken and retained in the file. The photograph must be legible and preferably in electronic format.

Documentation of replaced school bus disposal must include: A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG 42); and a letter signed and dated by a representative of the entity that dismantled the bus. The letter must state that the vehicle and engine were dismantled in accordance with the definition of "dismantle" as stated in **Section 5**, **Disposal of Replaced School Bus**, of this Agreement. In addition, the letter must include the following information for the dismantled bus: Vehicle Identification Number, the method used to dismantle the non-engine portion of the bus, and the

date the non-engine portion of the school bus was dismantled; and the engine serial number, the method used to dismantle the engine, and the date the engine was dismantled.

5. <u>Disposal of Replaced School Bus</u>. GRANTEE shall dismantle the (old) replaced school bus within 60 days of receipt of the (new) replacement bus. Dismantle means "to punch, crush, stamp, hammer, shred, or otherwise render permanently and irreversibly incapable of functioning as originally intended, any vehicle or vehicle part."

GRANTEE shall obtain and retain dismantle documentation for the replaced school bus in accordance with **Section 4**, **Inspection**, **Audit**, **and Record Retention**, of this Agreement.

- 6. <u>Term</u>. This Agreement shall be deemed in force as of the date first written above. The Agreement shall remain in effect until GRANTEE has operated the new school bus for seven (7) consecutive years and has maintained records for an additional two (2) years per **Section 4**, **Inspection, Audit, and Record Retention**.
- 7. **Assignment**. GRANTEE shall not assign, sublet, or transfer this Agreement, or any part hereof. GRANTEE shall not assign any monies due or which become due to GRANTEE under this Agreement without the prior express and written approval by the DISTRICT.
- 8. Negation of Partnership. In performance of all services under this Agreement, GRANTEE shall be, and acknowledges that GRANTEE is, in fact and law, an independent contractor and not an agent or employee of DISTRICT. GRANTEE has and retains the right to exercise full supervision and control of the manner and methods by which GRANTEE shall perform its work under this Agreement. GRANTEE retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting GRANTEE in the performance of work hereunder. However, DISTRICT shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions thereof. With respect to GRANTEE employees, if any, GRANTEE shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare, and civil rights laws, tax withholding and payment of employee taxes, whether federal, state, or local, and compliance with any and all other laws regulating employment.
- 9. <u>Disclosure Statement</u>. The GRANTEE certifies that no other requests for grant or incentive funding for the project, described in **Exhibit A** of this Agreement, have been submitted or will be submitted to any other party, including but not limited to school bus dealers, school bus manufacturers, other air districts, CARB, or any other government agency. If the GRANTEE or any other third party designee is found to have submitted multiple applications or signed multiple agreements for this project without disclosing the information to the DISTRICT, the DISTRICT will pursue at least one or more of the following actions:
- a. The GRANTEE may be disqualified from all DISTRICT funding sources for this project; and
- b. The GRANTEE may be banned from submitting future applications to any and all LESBP, AB 923, CMP, or AB134/AB1550 solicitations; and

- c. The DISTRICT may seek civil penalties against the GRANTEE for such conduct.
- 10. <u>Indemnification</u>. GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT and DISTRICT's agents, Board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by DISTRICT, expert fees, costs of staff time, and investigation costs) of whatever kind or nature that arise out of or are in any way connected with any act or omission of GRANTEE or GRANTEE's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of DISTRICT; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of GRANTEE by any person or entity.
- 11. Insurance. GRANTEE, in order to protect DISTRICT and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of GRANTEE actions in connection with the performance of GRANTEE obligations, as required in this Agreement, shall secure and maintain insurance as described below. GRANTEE shall not perform any work under this Agreement until GRANTEE has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the DISTRICT. GRANTEE shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon submission of any claim by GRANTEE or DISTRICT as an additional insured.
- a. During the performance of all work described in **Exhibit A**, GRANTEE shall maintain, or require that all subcontractors hired by GRANTEE to perform work on the project maintain, the following insurance coverages:
- (1) Workers' Compensation Insurance in accordance with the provisions of section 3700 of the Labor Code.

GRANTEE shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by GRANTEE. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, GRANTEE shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

GRANTEE shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

(2) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the GRANTEE's performance of work under this Agreement. The

amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

- (3) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering the school bus to be purchased under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) each occurrence.
- (4) The Commercial General Liability and Automobile Liability Insurance required in this subparagraph a. shall include an endorsement naming the DISTRICT and DISTRICT's Board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (5) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to DISTRICT and must be approved by the APCO for DISTRICT.
- b. Prior to GRANTEE's commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the DISTRICT by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.
- c. Cancellation of Insurance All insurance coverages required under this Agreement shall be maintained until the completion of all work to be performed hereunder, and shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days' written notice by GRANTEE in the case of non-payment of premiums, or thirty (30) days' written notice in all other cases. GRANTEE (and any subcontractors hired by GRANTEE) shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-; VII" rating, or in special circumstances, be <u>pre-approved</u> by the DISTRICT.
- e. If GRANTEE is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, GRANTEE shall provide coverage equivalent to the insurance coverages and endorsements required above. The DISTRICT will not accept such coverage unless the DISTRICT determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by GRANTEE is equivalent to the above-required coverages.

- f. All insurance afforded by GRANTEE, and any subcontractors hired by GRANTEE, pursuant to this Agreement shall be primary to and not contributing to any other insurance or self-insurance maintained by DISTRICT. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the DISTRICT. A waiver of subrogation is only required when GRANTEE's personnel deliver services or perform services for DISTRICT while on DISTRICT property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve GRANTEE for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the DISTRICT from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by GRANTEE or any subcontractors hired by GRANTEE to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by GRANTEE. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from GRANTEE resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to GRANTEE, DISTRICT shall deduct from sums due to GRANTEE any premiums and associated costs advanced or paid by DISTRICT for such insurance. If the balance of monies obligated to GRANTEE pursuant to this Agreement is insufficient to reimburse DISTRICT for the premiums and any associated costs, GRANTEE agrees to reimburse DISTRICT for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by DISTRICT to take this alternative action shall not relieve GRANTEE of its obligation to obtain and maintain the insurance coverages required by this Agreement.

12. Termination.

- a. Breach of Agreement The DISTRICT may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the DISTRICT, CONTRACTOR has:
 - (1) Illegally or improperly used funds;
 - (2) Failed to comply with any term of this Agreement;
 - (3) Submitted to the DISTRICT a substantially incorrect or incomplete report; or
 - (4) Improperly performed services.

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

- b. Without Cause DISTRICT may terminate this Agreement at any time upon giving GRANTEE at least thirty (30) days' advance written notice of its intention to terminate. In such case, the GRANTEE shall, subject to **Section 3**, be paid for all actual costs incurred up to the time of the termination.
- c. Early Termination Provisions of this Agreement may be terminated prior to completion of the term if school bus becomes inoperable through mechanical failure of components or systems directly related to the use of the school bus, and such failure is not caused by GRANTEE's negligence, misuse, or malfeasance. GRANTEE shall submit written documentation supporting any basis for early termination for the approval of DISTRICT.
- d. Reimbursement for Early Termination GRANTEE is obligated to maintain and operate the school bus for seven (7) consecutive years. Should GRANTEE desire to terminate this Agreement prior to the end date for reasons other than those stated in **subparagraph c**. above, GRANTEE shall reimburse DISTRICT for a prorated share of the funds provided under this Agreement.
- e. The prorated share for which GRANTEE shall be liable shall be 100% if the termination occurs within the first year of the seven (7) year period; 86% if termination occurs between years one (1) and two (2); 72% between years two (2) and three (3); 58% between years three (3) and four (4); 44% between years four (4) and five (5); 30% between years five (5) and six (6); and 16% between years six (6) and seven (7), . The reimbursable amount shall be paid to DISTRICT within sixty (60) days of the termination date.
- 13. <u>Notices</u>. All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

To DISTRICT

To GRANTEE

Gary Ray, Jr., APCO Eastern Kern Air Pollution Control Dist. 2700 M Street, Suite 302 Bakersfield, CA 93301 Barbara Gaines, Superintendent Southern Kern Unified School District 2601 Rosamond Boulevard Rosamond, CA 93560

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

14. <u>Conflict of Interest</u>. The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. GRANTEE agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving written notice thereof. GRANTEE shall

comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

- 15. <u>Sole Agreement</u>. This document contains the entire agreement of the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.
- 16. **Authority to Bind DISTRICT**. It is understood that GRANTEE, in GRANTEE's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind DISTRICT to any agreements or undertakings.
- 17. <u>Modifications of Agreement</u>. This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
- 18. <u>Nonwaiver</u>. No covenant or condition of this Agreement can be waived except by the written consent of DISTRICT. Forbearance or indulgence by DISTRICT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by GRANTEE. DISTRICT shall be entitled to invoke any remedy available to DISTRICT under this Agreement or by law or in equity despite said forbearance or indulgence.
- 19. <u>Choice of Law/Venue</u>. The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
- 20. <u>Confidentiality</u>. GRANTEE shall not, without the written consent of the DISTRICT, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this paragraph shall survive the termination of this Agreement.
- 21. <u>Enforcement of Remedies</u>. No right or remedy herein conferred on or reserved to DISTRICT is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
- 22. **Severability**. Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement that the Parties intended to enter into in the first instance.

- 23. <u>Compliance with Law</u>. GRANTEE shall observe and comply with all applicable local, state, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
- 24. <u>Captions and Interpretation</u>. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provisions of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 25. <u>Time of Essence</u>. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
- 26. <u>Counterparts</u>. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 27. **Nondiscrimination**. Neither GRANTEE, nor any officer, agent, employee, servant, or subcontractor of GRANTEE, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly, or through contractual or other arrangements.
- 28. **Non-Collusion Covenant**. GRANTEE represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with DISTRICT. GRANTEE has received from DISTRICT no incentive or special payments, nor considerations not related to the provision of services under this Agreement.
- 29. <u>Political Activity and Lobbying Prohibited</u>. 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. In addition, none of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.
- 30. **No Third Party Rights**. Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.
- 31. Compliance with IRCA. GRANTEE acknowledges that GRANTEE, and all subcontractors hired by GRANTEE to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (IRCA). GRANTEE is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by GRANTEE to perform services under this Agreement are in compliance with IRCA. In addition, GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT, its agents, officers, and employees, from any liability, damages, or causes of action arising out of or relating to any claims that GRANTEE's employees, or the employees of any subcontractor hired by GRANTEE, are not authorized to work in the United States for GRANTEE or its

subcontractor and/or any other claims based upon alleged IRCA violations committed by GRANTEE or GRANTEE's subcontractor(s).

32. <u>Signature Authority</u>. Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

	EASTERN KERN AIR POLLUTION CONTROL DISTRICT	SOUTHERN KERN UNIFIED SCHOOL DISTRICT
Ву		Ву
_ ,	Chairman, District Board "DISTRICT"	Barbara Gaines, Superintendent "GRANTEE"
	APPROVED AS TO CONTENT: Air Pollution Control District	APPROVED AS TO FORM: Agency Attorney
Ву		Ву
_,	Gary Ray, Jr., APCO	Attorney
	APPROVED AS TO FORM: Office of the County Counsel	
Ву		
•	Phillip Hall, Deputy	

EXHIBIT A

AGREEMENT No. 03-001-2025

<u>Project Location</u>: Southern Kern Unified School District ("SKUSD"), 2601 Rosamond Blvd., Rosamond, CA 93560

<u>Description of Project</u>: Replacement of a 2007, 18 passenger, Thomas school bus, VIN 4UZABRDD87CX80687, License Number 1637155, SKUSD bus number 30-07, with a 2024 or newer State Compliant zero-emission electric school bus, having a gross vehicle weight rating greater than 14,000 pounds.

<u>Project Implementation Schedule</u>: Old school bus shall be replaced, and new school bus shall be operational by March 6, 2027.

Allowable Expenditure: DISTRICT will pay a maximum of \$74,904.00 in AB 134/1550 CAP funds of the estimated total project cost of \$384,904.00 associated with replacing the 2007, Thomas school bus as identified in the Description of Project above. GRANTEE is responsible for any project costs exceeding the maximum DISTRICT costs specified above.

Equipment and Recordkeeping Requirements:

- 1. Notification of DISTRICT upon receipt of new school bus.
- 2. Replaced (old) school bus must be dismantled within 60 days of receipt of new bus.
- 3. Inspection to verify operation of new school bus and destruction of old school bus.
- 4. New school bus must be maintained and operated for at least seven (7) consecutive vears.
- 5. Records in accordance with **Section 4, Inspection, Audit, and Record Retention** of this Agreement must be retained and made available upon DISTRICT request for at least nine (9) years.
- 6. Right of passage to DISTRICT personnel for periodic (minimum annually) inspections.

Maintaining Excellence,

Southern Kern Unified School District

2601 Rosamond Blvd. Rosamond, CA 93560

$Agreement/Contract\ Coversheet$

Vendor/Contractor Name	Date Contract Received	Board Date			
Eastern Kern Air Polution Control District (EKAPCD)	2/25/2025	3/5/2025			
Contract Title/Name Agreement No. 03-002-2025	Contract Effective Dates From 3/6/2025 Until 3/6/2027	Final Contract to Superintedent's Secretary By: 1/29/2025			
Description of Agreement This Agreement is for replacement of a 2009, 78 passenger, Blue Bird school bus, VIN 1BABNBXANAF269417, License # 1340201, SKUSD bus number 38-10, with a 2024 or newer State Compliant zero-emission electric school bus, having a gross vehicle weight rating greater than 14,000 pounds. Renewal Clause Automatic Renewal					
Payment Terms: Net 30 Fixed/Startup Costs N/A Budget String/Comments	Termination Clause N/A Total Cost (NTE) Per Year	No Budgeted Item Yes \$74,904.00			
	isiness Services				
Agreement is for more than one School Clearly States Fees and Hourly Rates Allows Early Termination Mutual Indemnity Clause Governed in Accordance with Laws of C Arbitration Clause Two copies already signed by vendor		cation			
√	Signature	Date			
Initial Review Complete	Robert Irving	2/27/2025			
Purchase Order Prepared	Signature	Date			
Ready for Board Agenda	Signature Camie Davies	Date 2/27/2025			



AB134/AB1550 SCHOOL BUS REPLACEMENT AGREEMENT NUMBER 03-002-2025

AGREEMENT BETWEEN EASTERN KERN AIR POLLUTION CONTROL DISTRICT AND SOUTHERN KERN UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made and entered into this 6th day of March 2025, by and between the EASTERN KERN AIR POLLUTION CONTROL DISTRICT ("**DISTRICT**") and SOUTHERN KERN UNIFIED SCHOOL DISTRICT ("**GRANTEE**"). DISTRICT and GRANTEE may be referred to individually as "**Party**" and collectively as "**Parties**."

WITNESSETH:

WHEREAS:

- (a) The California Clean Air Act encourages local air pollution control districts to reduce emissions from motor vehicles and heavy-duty engines and the State Implementation Plan (SIP), California's plan to attain ambient air quality standards, includes motor vehicle and heavy duty engine emission reduction goals;
- (b) Community Air Protection (CAP) funds as authorized under Assembly Bill (AB) 134 support early actions to reduce emissions and improve community health in communities with high burdens of cumulative pollutant exposure, consistent with the goals of AB 617 (Chapter 254, Statutes of 2017);
- (c) The DISTRICT Board of Directors adopted Resolutions to accept CAP funds and administer them to eligible projects;
- (d) The DISTRICT is required to select projects for CAP funding in a manner that emphasizes localized reductions of criteria and toxic emissions that will provide immediate or near-term emission reductions in disadvantaged or low-income communities as defined in SB 535 (Chapter 830, Statutes of 2012) and AB 1550 (Chapter 369, Statutes of 2016);
- (e) CAP funded projects must be administered through the 2017 Carl Moyer Memorial Air Quality Standards Attainment Program (CMP) Guidelines, which includes replacing older school buses pursuant to the Lower-Emission School Bus Program (LESBP);
 - (f) CAP funds and CMP funds can be combined to award eligible projects;
- (g) GRANTEE has proposed a project that meets the eligibility criteria, and has been recommended for funding by DISTRICT staff; and
- (h) GRANTEE represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. **Project**. GRANTEE shall perform all activities necessary to complete the project described in **Exhibit A**, which is attached hereto and incorporated herein by this reference. GRANTEE agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, on schedule and in a professional manner, the activities described herein.

The purpose of this project is to reduce emissions from an older high-emitting diesel fueled school bus through school bus replacement. To achieve this purpose, GRANTEE agrees to replace an existing 2009 diesel-fueled Blue Bird school bus with a 2024 or newer zero-emission electric school bus having a gross vehicle weight rating (GVWR) of greater than 14,000-lbs and maintain it for the duration of the Agreement.

GRANTEE is prohibited from removing the new school bus from service during the term of this Agreement specified in **Section 6, Term**, unless the school bus becomes inoperable through failure of components or systems, and these failures cannot be repaired, and such failure is not caused by GRANTEE's negligence, misuse, or malfeasance.

2. <u>Period of Performance/Timetable</u>. GRANTEE shall commence performance of work and diligently prosecute said work in accordance with the project implementation schedule and deadlines for performance indicated in **Exhibit A**, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

Payments.

- a. The total obligation of the DISTRICT under this Agreement shall not exceed seventy-four thousand nine hundred four dollars (\$74,904.00). GRANTEE shall, if necessary, obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in **Exhibit A**. Upon request by DISTRICT, satisfactory written evidence of such funding commitments shall be provided to DISTRICT prior to the release by DISTRICT of any funds under this Agreement. In the event funding from other sources for the total cost of the project is not received by GRANTEE, DISTRICT reserves the right to terminate or renegotiate this Agreement. In that event, if requested by the DISTRICT, GRANTEE shall return any DISTRICT funds previously paid to GRANTEE.
- b. Advanced payments shall not be permitted. Payments will be permitted only at such time as equivalent activities have been satisfactorily rendered. Claims and all supporting documentation shall be submitted directly to DISTRICT.
- c. All invoices for payment shall be submitted in a form approved by the DISTRICT and shall contain a detailed description of the work completed for which payment is being requested, including all proper documentation and receipts of expenses incurred. Payment will be made to GRANTEE within thirty (30) days of receipt and approval of each invoice by the DISTRICT.

- d. The amount to be paid to GRANTEE under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the GRANTEE. The GRANTEE shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.
- e. Concurrently with the submission of any claim for payment, GRANTEE shall certify (through copies of invoices, issued checks, receipts, etc.) that complete payment has been made to any and all suppliers, sub-contractors or consultants who have provided materials or performed work for which payment is being requested by GRANTEE. It is understood that all costs and expenses incidental to GRANTEE's performance of services under this Agreement shall be borne exclusively by GRANTEE.
- f. Any compensation which is not expended by GRANTEE pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to the DISTRICT. Only expenditures incurred by the GRANTEE in the direct performance of this Agreement will be reimbursed by the DISTRICT. Only allowable expenditures, as determined in the sole discretion of the DISTRICT, will be reimbursed by the DISTRICT. All final claims shall be submitted by GRANTEE within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by DISTRICT on claims submitted beyond the 60-day closeout period.
- 4. <u>Inspection, Audit, and Record Retention</u>. GRANTEE shall retain project records and allow DISTRICT, ARB, or their designated representative to inspect the project as provided in **Exhibit A** attached hereto, during the entire contract term as specified in **Section 6, Term**, of this Agreement.

Project records shall include, but not be limited to, a resolution from the school district governing board (or a duly authorized official with authority to make financial decisions) authorizing the submittal of the application and identifying the individual authorized to implement the bus replacement project, vendor quote(s), executed contract(s), copy of the purchase order for the new replacement bus, copy of the ARB certification executive order for the engine of the new replacement bus in the purchase order, invoices, proof of payment, copy of the registration for the new replacement bus, and documentation of the disposal of the replaced (old) bus.

Records of replaced bus shall include: Copy of the Inspection Approval Certificate (CHP form 292) and copy of the registration. To document the GVWR for any bus that is to be replaced, a photograph of the bus's data tag must be taken and retained in the file. The photograph must be legible and preferably in electronic format.

Documentation of replaced school bus disposal must include: A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG 42); and a letter signed and dated by a representative of the entity that dismantled the bus. The letter must state that the vehicle and engine were dismantled in accordance with the definition of "dismantle" as stated in **Section 5**, **Disposal of Replaced School Bus**, of this Agreement. In addition, the letter must include the following information for the dismantled bus: Vehicle Identification Number, the method used to dismantle the non-engine portion of the bus, and the

date the non-engine portion of the school bus was dismantled; and the engine serial number, the method used to dismantle the engine, and the date the engine was dismantled.

5. <u>Disposal of Replaced School Bus</u>. GRANTEE shall dismantle the (old) replaced school bus within 60 days of receipt of the (new) replacement bus. Dismantle means "to punch, crush, stamp, hammer, shred, or otherwise render permanently and irreversibly incapable of functioning as originally intended, any vehicle or vehicle part."

GRANTEE shall obtain and retain dismantle documentation for the replaced school bus in accordance with **Section 4**, **Inspection**, **Audit**, **and Record Retention**, of this Agreement.

- 6. <u>Term</u>. This Agreement shall be deemed in force as of the date first written above. The Agreement shall remain in effect until GRANTEE has operated the new school bus for seven (7) consecutive years and has maintained records for an additional two (2) years per **Section 4**, **Inspection, Audit, and Record Retention**.
- 7. **Assignment**. GRANTEE shall not assign, sublet, or transfer this Agreement, or any part hereof. GRANTEE shall not assign any monies due or which become due to GRANTEE under this Agreement without the prior express and written approval by the DISTRICT.
- 8. Negation of Partnership. In performance of all services under this Agreement, GRANTEE shall be, and acknowledges that GRANTEE is, in fact and law, an independent contractor and not an agent or employee of DISTRICT. GRANTEE has and retains the right to exercise full supervision and control of the manner and methods by which GRANTEE shall perform its work under this Agreement. GRANTEE retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting GRANTEE in the performance of work hereunder. However, DISTRICT shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions thereof. With respect to GRANTEE employees, if any, GRANTEE shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare, and civil rights laws, tax withholding and payment of employee taxes, whether federal, state, or local, and compliance with any and all other laws regulating employment.
- 9. <u>Disclosure Statement</u>. The GRANTEE certifies that no other requests for grant or incentive funding for the project, described in **Exhibit A** of this Agreement, have been submitted or will be submitted to any other party, including but not limited to school bus dealers, school bus manufacturers, other air districts, CARB, or any other government agency. If the GRANTEE or any other third party designee is found to have submitted multiple applications or signed multiple agreements for this project without disclosing the information to the DISTRICT, the DISTRICT will pursue at least one or more of the following actions:
- a. The GRANTEE may be disqualified from all DISTRICT funding sources for this project; and
- b. The GRANTEE may be banned from submitting future applications to any and all LESBP, AB 923, CMP, or AB134/AB1550 solicitations; and

- c. The DISTRICT may seek civil penalties against the GRANTEE for such conduct.
- 10. <u>Indemnification</u>. GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT and DISTRICT's agents, Board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by DISTRICT, expert fees, costs of staff time, and investigation costs) of whatever kind or nature that arise out of or are in any way connected with any act or omission of GRANTEE or GRANTEE's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of DISTRICT; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of GRANTEE by any person or entity.
- 11. Insurance. GRANTEE, in order to protect DISTRICT and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of GRANTEE actions in connection with the performance of GRANTEE obligations, as required in this Agreement, shall secure and maintain insurance as described below. GRANTEE shall not perform any work under this Agreement until GRANTEE has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the DISTRICT. GRANTEE shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon submission of any claim by GRANTEE or DISTRICT as an additional insured.
- a. During the performance of all work described in **Exhibit A**, GRANTEE shall maintain, or require that all subcontractors hired by GRANTEE to perform work on the project maintain, the following insurance coverages:
- (1) Workers' Compensation Insurance in accordance with the provisions of section 3700 of the Labor Code.

GRANTEE shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by GRANTEE. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, GRANTEE shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

GRANTEE shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

(2) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the GRANTEE's performance of work under this Agreement. The

amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

- (3) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering the school bus to be purchased under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) each occurrence.
- (4) The Commercial General Liability and Automobile Liability Insurance required in this subparagraph a. shall include an endorsement naming the DISTRICT and DISTRICT's Board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (5) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to DISTRICT and must be approved by the APCO for DISTRICT.
- b. Prior to GRANTEE's commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the DISTRICT by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.
- c. Cancellation of Insurance All insurance coverages required under this Agreement shall be maintained until the completion of all work to be performed hereunder, and shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days' written notice by GRANTEE in the case of non-payment of premiums, or thirty (30) days' written notice in all other cases. GRANTEE (and any subcontractors hired by GRANTEE) shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-; VII" rating, or in special circumstances, be pre-approved by the DISTRICT.
- e. If GRANTEE is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, GRANTEE shall provide coverage equivalent to the insurance coverages and endorsements required above. The DISTRICT will not accept such coverage unless the DISTRICT determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by GRANTEE is equivalent to the above-required coverages.

- f. All insurance afforded by GRANTEE, and any subcontractors hired by GRANTEE, pursuant to this Agreement shall be primary to and not contributing to any other insurance or self-insurance maintained by DISTRICT. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the DISTRICT. A waiver of subrogation is only required when GRANTEE's personnel deliver services or perform services for DISTRICT while on DISTRICT property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve GRANTEE for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the DISTRICT from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by GRANTEE or any subcontractors hired by GRANTEE to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by GRANTEE. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from GRANTEE resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to GRANTEE, DISTRICT shall deduct from sums due to GRANTEE any premiums and associated costs advanced or paid by DISTRICT for such insurance. If the balance of monies obligated to GRANTEE pursuant to this Agreement is insufficient to reimburse DISTRICT for the premiums and any associated costs, GRANTEE agrees to reimburse DISTRICT for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by DISTRICT to take this alternative action shall not relieve GRANTEE of its obligation to obtain and maintain the insurance coverages required by this Agreement.

12. <u>Termination</u>.

- a. Breach of Agreement The DISTRICT may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the DISTRICT, CONTRACTOR has:
 - (1) Illegally or improperly used funds;
 - (2) Failed to comply with any term of this Agreement;
 - (3) Submitted to the DISTRICT a substantially incorrect or incomplete report; or
 - (4) Improperly performed services.

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

- b. Without Cause DISTRICT may terminate this Agreement at any time upon giving GRANTEE at least thirty (30) days' advance written notice of its intention to terminate. In such case, the GRANTEE shall, subject to **Section 3**, be paid for all actual costs incurred up to the time of the termination.
- c. Early Termination Provisions of this Agreement may be terminated prior to completion of the term if school bus becomes inoperable through mechanical failure of components or systems directly related to the use of the school bus, and such failure is not caused by GRANTEE's negligence, misuse, or malfeasance. GRANTEE shall submit written documentation supporting any basis for early termination for the approval of DISTRICT.
- d. Reimbursement for Early Termination GRANTEE is obligated to maintain and operate the school bus for seven (7) consecutive years. Should GRANTEE desire to terminate this Agreement prior to the end date for reasons other than those stated in **subparagraph c**. above, GRANTEE shall reimburse DISTRICT for a prorated share of the funds provided under this Agreement.
- e. The prorated share for which GRANTEE shall be liable shall be 100% if the termination occurs within the first year of the seven (7) year period; 86% if termination occurs between years one (1) and two (2); 72% between years two (2) and three (3); 58% between years three (3) and four (4); 44% between years four (4) and five (5); 30% between years five (5) and six (6); and 16% between years six (6) and seven (7), . The reimbursable amount shall be paid to DISTRICT within sixty (60) days of the termination date.
- 13. <u>Notices</u>. All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

To DISTRICT

To GRANTEE

Gary Ray, Jr., APCO Eastern Kern Air Pollution Control Dist. 2700 M Street, Suite 302 Bakersfield, CA 93301

Barbara Gaines, Superintendent Southern Kern Unified School District 2601 Rosamond Boulevard Rosamond, CA 93560

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

14. <u>Conflict of Interest</u>. The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. GRANTEE agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving written notice thereof. GRANTEE shall

comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

- 15. <u>Sole Agreement</u>. This document contains the entire agreement of the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.
- 16. Authority to Bind DISTRICT. It is understood that GRANTEE, in GRANTEE's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind DISTRICT to any agreements or undertakings.
- 17. <u>Modifications of Agreement</u>. This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
- 18. <u>Nonwaiver</u>. No covenant or condition of this Agreement can be waived except by the written consent of DISTRICT. Forbearance or indulgence by DISTRICT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by GRANTEE. DISTRICT shall be entitled to invoke any remedy available to DISTRICT under this Agreement or by law or in equity despite said forbearance or indulgence.
- 19. <u>Choice of Law/Venue</u>. The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
- 20. <u>Confidentiality</u>. GRANTEE shall not, without the written consent of the DISTRICT, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this paragraph shall survive the termination of this Agreement.
- 21. **Enforcement of Remedies**. No right or remedy herein conferred on or reserved to DISTRICT is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
- 22. **Severability**. Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement that the Parties intended to enter into in the first instance.

- 23. <u>Compliance with Law</u>. GRANTEE shall observe and comply with all applicable local, state, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
- 24. <u>Captions and Interpretation</u>. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provisions of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 25. <u>Time of Essence</u>. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
- 26. <u>Counterparts</u>. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 27. <u>Nondiscrimination</u>. Neither GRANTEE, nor any officer, agent, employee, servant, or subcontractor of GRANTEE, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly, or through contractual or other arrangements.
- 28. <u>Non-Collusion Covenant</u>. GRANTEE represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with DISTRICT. GRANTEE has received from DISTRICT no incentive or special payments, nor considerations not related to the provision of services under this Agreement.
- 29. Political Activity and Lobbying 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. In addition, none of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.
- 30. **No Third Party Rights**. Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.
- 31. Compliance with IRCA. GRANTEE acknowledges that GRANTEE, and all subcontractors hired by GRANTEE to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (IRCA). GRANTEE is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by GRANTEE to perform services under this Agreement are in compliance with IRCA. In addition, GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT, its agents, officers, and employees, from any liability, damages, or causes of action arising out of or relating to any claims that GRANTEE's employees, or the employees of any subcontractor hired by GRANTEE, are not authorized to work in the United States for GRANTEE or its

subcontractor and/or any other claims based upon alleged IRCA violations committed by GRANTEE or GRANTEE's subcontractor(s).

32. <u>Signature Authority</u>. Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

	EASTERN KERN AIR POLLUTION CONTROL DISTRICT	SOUTHERN KERN UNIFIED SCHOOL DISTRICT
Ву		By
	Chairman, District Board "DISTRICT"	Barbara Gaines, Superintendent "GRANTEE"
	APPROVED AS TO CONTENT: Air Pollution Control District	APPROVED AS TO FORM: Agency Attorney
Ву		Ву
	Gary Ray, Jr., APCO	Attorney
	APPROVED AS TO FORM: Office of the County Counsel	
Ву		
	Phillip Hall, Deputy	

EXHIBIT A

AGREEMENT No. 03-002-2025

<u>Project Location</u>: Southern Kern Unified School District ("SKUSD"), 2601 Rosamond Blvd., Rosamond, CA 93560

Description of Project: Replacement of a 2009, 78 passenger, Blue Bird school bus, VIN 1BABNBXANAF269417, License Number 1340201, SKUSD bus number 38-10, with a 2024 or newer State Compliant zero-emission electric school bus, having a gross vehicle weight rating greater than 14,000 pounds.

<u>Project Implementation Schedule</u>: Old school bus shall be replaced, and new school bus shall be operational by March 6, 2027.

Allowable Expenditure: DISTRICT will pay a maximum of \$74,904.00 in AB 134/1550 CAP funds of the estimated total project cost of \$384,904.00 associated with replacing the 2007, Thomas school bus as identified in the Description of Project above. GRANTEE is responsible for any project costs exceeding the maximum DISTRICT costs specified above.

Equipment and Recordkeeping Requirements:

- 1. Notification of DISTRICT upon receipt of new school bus.
- 2. Replaced (old) school bus must be dismantled within 60 days of receipt of new bus.
- 3. Inspection to verify operation of new school bus and destruction of old school bus.
- 4. New school bus must be maintained and operated for at least seven (7) consecutive years.
- 5. Records in accordance with **Section 4, Inspection, Audit, and Record Retention** of this Agreement must be retained and made available upon DISTRICT request for at least nine (9) years.
- 6. Right of passage to DISTRICT personnel for periodic (minimum annually) inspections.



Southern Kern Unified School District

2601 Rosamond Blvd. Rosamond, CA 93560

$Agreement/Contract\ Coversheet$

Vendor/Contractor Name	Date Contract Received	Board Date		
Eastern Kern Air Polution Control District (EKAPCD)	2/25/2025	3/5/2025		
(ERAT CD)	2/23/2023	3/3/2023		
Contract Title/Name	Contract Effective Dates From 3/6/2025	Final Contract to Superintedent's Secretary By:		
Agreement No. 03-003-2025	Until 3/6/2027	1/29/2025		
Description of Agreement This Agreement is for replacement of a 2008, 78 passenger, Blue Bird school bus, VIN 1BABNBXA08F248577, License # 1282666, SKUSD bus number 36-07, with a 2024 or newer State Compliant zero-emission electric school bus, having a gross vehicle weight rating greater than 14,000 pounds.				
Renewal Clause		Automatic Renewal		
Payment Terms: Net 30	Termination Clause N/A	No Budgeted Item Yes		
Fixed/Startup Costs N/A	Total Cost (NTE) Per Year	\$74,904.00		
Budget String/Comments Business Services				
Agreement is for more than one School Agreement is for more than one School Clearly States Fees and Hourly Rates Allows Early Termination Mutual Indemnity Clause Governed in Accordance with Laws of C Arbitration Clause Two copies already signed by vendor		tion		
	Signature	Date		
Initial Review Complete	Robert Irving	2/27/2025		
Purchase Order Prepared	Signature	Date		
	Signature	Date		
Ready for Board Agenda	Camie Davies	2/27/2025		

AGREEMENT BETWEEN EASTERN KERN AIR POLLUTION CONTROL DISTRICT AND SOUTHERN KERN UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made and entered into this 6th day of March 2025, by and between the EASTERN KERN AIR POLLUTION CONTROL DISTRICT ("**DISTRICT**") and SOUTHERN KERN UNIFIED SCHOOL DISTRICT ("**GRANTEE**"). DISTRICT and GRANTEE may be referred to individually as "**Party**" and collectively as "**Parties**."

WITNESSETH:

WHEREAS:

- (a) The California Clean Air Act encourages local air pollution control districts to reduce emissions from motor vehicles and heavy duty engines and the State Implementation Plan (SIP), California's plan to attain ambient air quality standards, includes motor vehicle and heavy duty engine emission reduction goals;
- (b) Legislation through AB 923 (AB 923; Stats. 2004, Ch. 707) provided a mechanism for air districts to increase the motor vehicle registration fee surcharge from four dollars to six dollars;
- (c) The additional two-dollar surcharge may be used by air districts for school bus replacement, repower, and retrofit projects pursuant to the Lower-Emission School Bus Program (LESBP) guidelines adopted by the California Air Resources Control Board (CARB);
- (d) Legislation through SB 513 (Beall, Chapter 610, Statutes of 201, effective January 1, 2016) allows eligible school bus projects to receive AB 923 funding and Carl Moyer Program (CMP) funding up to the cost caps of the LESBP;
- (e) DISTRICT reports expenditures of AB 923 funds and CMP funds through a process established within the CMP guidelines;
- (f) CMP guidelines requires that old bus be at least 10-years old, be retrofitted with a diesel particulate filter, and be compliant with CARB's truck and bus rule;
- (g) GRANTEE has proposed a project that meets the eligibility criteria of the DISTRICT, LESBP, AB 923, and CMP, and has been recommended for funding by DISTRICT staff; and
- (h) GRANTEE represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. **Project**. GRANTEE shall perform all activities necessary to complete the project described in **Exhibit A**, which is attached hereto and incorporated herein by this reference. GRANTEE agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, on schedule and in a professional manner, the activities described herein.

The purpose of this project is to reduce emissions from an older high-emitting diesel fueled school bus through school bus replacement. To achieve this purpose, GRANTEE agrees to replace an existing 2008 diesel-fueled Blue Bird school bus with a 2024 or newer zero-emission electric school bus having a gross vehicle weight rating (GVWR) of greater than 14,000-lbs and maintain it for the duration of the Agreement.

GRANTEE is prohibited from removing the new school bus from service during the term of this Agreement specified in **Section 6, Term**, unless the school bus becomes inoperable through failure of components or systems, and these failures cannot be repaired, and such failure is not caused by GRANTEE's negligence, misuse, or malfeasance.

2. <u>Period of Performance/Timetable</u>. GRANTEE shall commence performance of work and diligently prosecute said work in accordance with the project implementation schedule and deadlines for performance indicated in **Exhibit A**, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

3. Payments.

- a. The total obligation of the DISTRICT under this Agreement shall not exceed one hundred thirty-eight thousand nine hundred thirty-three dollars (\$138,933.00). GRANTEE shall, if necessary, obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in **Exhibit A**. Upon request by DISTRICT, satisfactory written evidence of such funding commitments shall be provided to DISTRICT prior to the release by DISTRICT of any funds under this Agreement. In the event funding from other sources for the total cost of the project is not received by GRANTEE, DISTRICT reserves the right to terminate or renegotiate this Agreement. In that event, if requested by the DISTRICT, GRANTEE shall return any DISTRICT funds previously paid to GRANTEE.
- b. Advanced payments shall not be permitted. Payments will be permitted only at such time as equivalent activities have been satisfactorily rendered. Claims and all supporting documentation shall be submitted directly to DISTRICT.
- c. All invoices for payment shall be submitted in a form approved by the DISTRICT and shall contain a detailed description of the work completed for which payment is being requested, including all proper documentation and receipts of expenses incurred. Payment will be made to GRANTEE within thirty (30) days of receipt and approval of each invoice by the DISTRICT.

- d. The amount to be paid to GRANTEE under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the GRANTEE. The GRANTEE shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.
- e. Concurrently with the submission of any claim for payment, GRANTEE shall certify (through copies of invoices, issued checks, receipts, etc.) that complete payment has been made to any and all suppliers, sub-contractors or consultants who have provided materials or performed work for which payment is being requested by GRANTEE. It is understood that all costs and expenses incidental to GRANTEE's performance of services under this Agreement shall be borne exclusively by GRANTEE.
- f. Any compensation which is not expended by GRANTEE pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to the DISTRICT. Only expenditures incurred by the GRANTEE in the direct performance of this Agreement will be reimbursed by the DISTRICT. Only allowable expenditures, as determined in the sole discretion of the DISTRICT, will be reimbursed by the DISTRICT. All final claims shall be submitted by GRANTEE within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by DISTRICT on claims submitted beyond the 60-day closeout period.
- 4. <u>Inspection, Audit, and Record Retention</u>. GRANTEE shall retain project records and allow DISTRICT, ARB, or their designated representative to inspect the project as provided in **Exhibit A** attached hereto, during the entire contract term as specified in **Section 6, Term**, of this Agreement.

Project records shall include, but not be limited to, a resolution from the school district governing board (or a duly authorized official with authority to make financial decisions) authorizing the submittal of the application and identifying the individual authorized to implement the bus replacement project, vendor quote(s), executed contract(s), copy of the purchase order for the new replacement bus, copy of the ARB certification executive order for the engine of the new replacement bus in the purchase order, invoices, proof of payment, copy of the registration for the new replacement bus, and documentation of the disposal of the replaced (old) bus.

Records of replaced bus shall include: Copy of the Inspection Approval Certificate (CHP form 292) and copy of the registration. To document the GVWR for any bus that is to be replaced, a photograph of the bus's data tag must be taken and retained in the file. The photograph must be legible and preferably in electronic format.

Documentation of replaced school bus disposal must include: A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG 42); and a letter signed and dated by a representative of the entity that dismantled the bus. The letter must state that the vehicle and engine were dismantled in accordance with the definition of "dismantle" as stated in **Section 5**, **Disposal of Replaced School Bus**, of this Agreement. In addition, the letter must include the following information for the dismantled bus: Vehicle Identification Number, the method used to dismantle the non-engine portion of the bus, and the

date the non-engine portion of the school bus was dismantled; and the engine serial number, the method used to dismantle the engine, and the date the engine was dismantled.

5. <u>Disposal of Replaced School Bus</u>. GRANTEE shall dismantle the (old) replaced school bus within 60 days of receipt of the (new) replacement bus. Dismantle means "to punch, crush, stamp, hammer, shred, or otherwise render permanently and irreversibly incapable of functioning as originally intended, any vehicle or vehicle part."

GRANTEE shall obtain and retain dismantle documentation for the replaced school bus in accordance with **Section 4**, **Inspection**, **Audit**, **and Record Retention**, of this Agreement.

- 6. <u>Term</u>. This Agreement shall be deemed in force as of the date first written above. The Agreement shall remain in effect until GRANTEE has operated the new school bus for five (5) consecutive years and has maintained records for an additional two (2) years per **Section 4**, **Inspection, Audit, and Record Retention**.
- 7. <u>Assignment</u>. GRANTEE shall not assign, sublet, or transfer this Agreement, or any part hereof. GRANTEE shall not assign any monies due or which become due to GRANTEE under this Agreement without the prior express and written approval by the DISTRICT.
- 8. Negation of Partnership. In performance of all services under this Agreement, GRANTEE shall be, and acknowledges that GRANTEE is, in fact and law, an independent contractor and not an agent or employee of DISTRICT. GRANTEE has and retains the right to exercise full supervision and control of the manner and methods by which GRANTEE shall perform its work under this Agreement. GRANTEE retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting GRANTEE in the performance of work hereunder. However, DISTRICT shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions thereof. With respect to GRANTEE employees, if any, GRANTEE shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare, and civil rights laws, tax withholding and payment of employee taxes, whether federal, state, or local, and compliance with any and all other laws regulating employment.
- 9. <u>Disclosure Statement</u>. The GRANTEE certifies that no other requests for grant or incentive funding for the project, described in **Exhibit A** of this Agreement, have been submitted or will be submitted to any other party, including but not limited to school bus dealers, school bus manufacturers, other air districts, CARB, or any other government agency. If the GRANTEE or any other third party designee is found to have submitted multiple applications or signed multiple agreements for this project without disclosing the information to the DISTRICT, the DISTRICT will pursue at least one or more of the following actions:
- a. The GRANTEE may be disqualified from all DISTRICT funding sources for this project; and
- b. The GRANTEE may be banned from submitting future applications to any and all LESBP, AB 923, CMP, or AB134/AB1550 solicitations; and

- c. The DISTRICT may seek civil penalties against the GRANTEE for such conduct.
- 10. <u>Indemnification</u>. GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT and DISTRICT's agents, Board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by DISTRICT, expert fees, costs of staff time, and investigation costs) of whatever kind or nature that arise out of or are in any way connected with any act or omission of GRANTEE or GRANTEE's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of DISTRICT; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of GRANTEE by any person or entity.
- 11. Insurance. GRANTEE, in order to protect DISTRICT and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of GRANTEE actions in connection with the performance of GRANTEE obligations, as required in this Agreement, shall secure and maintain insurance as described below. GRANTEE shall not perform any work under this Agreement until GRANTEE has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the DISTRICT. GRANTEE shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon submission of any claim by GRANTEE or DISTRICT as an additional insured.
- a. During the performance of all work described in **Exhibit A**, GRANTEE shall maintain, or require that all subcontractors hired by GRANTEE to perform work on the project maintain, the following insurance coverages:
- (1) Workers' Compensation Insurance in accordance with the provisions of section 3700 of the Labor Code.

GRANTEE shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by GRANTEE. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, GRANTEE shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

GRANTEE shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

(2) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the GRANTEE's performance of work under this Agreement. The

amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

- (3) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering the school bus to be purchased under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) each occurrence.
- (4) The Commercial General Liability and Automobile Liability Insurance required in this subparagraph a. shall include an endorsement naming the DISTRICT and DISTRICT's Board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (5) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to DISTRICT and must be approved by the APCO for DISTRICT.
- b. Prior to GRANTEE's commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the DISTRICT by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.
- c. Cancellation of Insurance All insurance coverages required under this Agreement shall be maintained until the completion of all work to be performed hereunder, and shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days' written notice by GRANTEE in the case of non-payment of premiums, or thirty (30) days' written notice in all other cases. GRANTEE (and any subcontractors hired by GRANTEE) shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-; VII" rating, or in special circumstances, be pre-approved by the DISTRICT.
- e. If GRANTEE is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, GRANTEE shall provide coverage equivalent to the insurance coverages and endorsements required above. The DISTRICT will not accept such coverage unless the DISTRICT determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by GRANTEE is equivalent to the above-required coverages.

- f. All insurance afforded by GRANTEE, and any subcontractors hired by GRANTEE, pursuant to this Agreement shall be primary to and not contributing to any other insurance or self-insurance maintained by DISTRICT. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the DISTRICT. A waiver of subrogation is only required when GRANTEE's personnel deliver services or perform services for DISTRICT while on DISTRICT property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve GRANTEE for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the DISTRICT from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by GRANTEE or any subcontractors hired by GRANTEE to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by GRANTEE. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from GRANTEE resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to GRANTEE, DISTRICT shall deduct from sums due to GRANTEE any premiums and associated costs advanced or paid by DISTRICT for such insurance. If the balance of monies obligated to GRANTEE pursuant to this Agreement is insufficient to reimburse DISTRICT for the premiums and any associated costs, GRANTEE agrees to reimburse DISTRICT for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by DISTRICT to take this alternative action shall not relieve GRANTEE of its obligation to obtain and maintain the insurance coverages required by this Agreement.

12. **Termination**.

- a. Breach of Agreement The DISTRICT may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the DISTRICT, CONTRACTOR has:
 - (1) Illegally or improperly used funds;
 - (2) Failed to comply with any term of this Agreement;
 - (3) Submitted to the DISTRICT a substantially incorrect or incomplete report; or
 - (4) Improperly performed services.

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

- b. Without Cause DISTRICT may terminate this Agreement at any time upon giving GRANTEE at least thirty (30) days' advance written notice of its intention to terminate. In such case, the GRANTEE shall, subject to **Section 3**, be paid for all actual costs incurred up to the time of the termination.
- c. Early Termination Provisions of this Agreement may be terminated prior to completion of the term if school bus becomes inoperable through mechanical failure of components or systems directly related to the use of the school bus, and such failure is not caused by GRANTEE's negligence, misuse, or malfeasance. GRANTEE shall submit written documentation supporting any basis for early termination for the approval of DISTRICT.
- d. Reimbursement for Early Termination GRANTEE is obligated to maintain and operate the school bus for five (5) consecutive years. Should GRANTEE desire to terminate this Agreement prior to the end date for reasons other than those stated in **subparagraph c**. above, GRANTEE shall reimburse DISTRICT for a prorated share of the funds provided under this Agreement.
- e. The prorated share for which GRANTEE shall be liable shall be 100% if the termination occurs within the first year of the five (5) year period; 80% if termination occurs between years one (1) and two (2); 60% between years two (2) and three (3); 40% between years three (3) and four (4); and 20% between years four (4) and five (5). The reimbursable amount shall be paid to DISTRICT within sixty (60) days of the termination date.
- 13. <u>Notices</u>. All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

To DISTRICT

To GRANTEE

Gary Ray, Jr., APCO Eastern Kern Air Pollution Control Dist. 2700 M Street, Suite 302 Bakersfield, CA 93301 Barbara Gaines, Superintendent Southern Kern Unified School District 2601 Rosamond Boulevard Rosamond, CA 93560

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

14. <u>Conflict of Interest</u>. The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. GRANTEE agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving written notice thereof. GRANTEE shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

- 15. <u>Sole Agreement</u>. This document contains the entire agreement of the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.
- 16. Authority to Bind DISTRICT. It is understood that GRANTEE, in GRANTEE's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind DISTRICT to any agreements or undertakings.
- 17. <u>Modifications of Agreement</u>. This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
- 18. <u>Nonwaiver</u>. No covenant or condition of this Agreement can be waived except by the written consent of DISTRICT. Forbearance or indulgence by DISTRICT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by GRANTEE. DISTRICT shall be entitled to invoke any remedy available to DISTRICT under this Agreement or by law or in equity despite said forbearance or indulgence.
- 19. <u>Choice of Law/Venue</u>. The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
- 20. <u>Confidentiality</u>. GRANTEE shall not, without the written consent of the DISTRICT, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this paragraph shall survive the termination of this Agreement.
- 21. **Enforcement of Remedies**. No right or remedy herein conferred on or reserved to DISTRICT is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
- 22. **Severability**. Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement that the Parties intended to enter into in the first instance.
- 23. <u>Compliance with Law</u>. GRANTEE shall observe and comply with all applicable local, state, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

- 24. <u>Captions and Interpretation</u>. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provisions of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 25. <u>Time of Essence</u>. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
- 26. <u>Counterparts</u>. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 27. <u>Nondiscrimination</u>. Neither GRANTEE, nor any officer, agent, employee, servant, or subcontractor of GRANTEE, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly, or through contractual or other arrangements.
- 28. <u>Non-Collusion Covenant</u>. GRANTEE represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with DISTRICT. GRANTEE has received from DISTRICT no incentive or special payments, nor considerations not related to the provision of services under this Agreement.
- 29. Political Activity and Lobbying 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. In addition, none of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.
- 30. **No Third Party Rights**. Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.
- 31. Compliance with IRCA. GRANTEE acknowledges that GRANTEE, and all subcontractors hired by GRANTEE to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (IRCA). GRANTEE is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by GRANTEE to perform services under this Agreement are in compliance with IRCA. In addition, GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT, its agents, officers, and employees, from any liability, damages, or causes of action arising out of or relating to any claims that GRANTEE's employees, or the employees of any subcontractor hired by GRANTEE, are not authorized to work in the United States for GRANTEE or its subcontractor and/or any other claims based upon alleged IRCA violations committed by GRANTEE or GRANTEE's subcontractor(s).

32. <u>Signature Authority</u>. Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

	CONTROL DISTRICT	SOUTHERN KERN UNIFIED SCHOOL DISTRICT
Ву		By
	Chairman, District Board "DISTRICT"	Barbara Gaines, Superintendent "GRANTEE"
	APPROVED AS TO CONTENT: Air Pollution Control District	APPROVED AS TO FORM: Agency Attorney
Ву		Ву
	Gary Ray, Jr., APCO	Attorney
	APPROVED AS TO FORM: Office of the County Counsel	
Ву		
	Phillip Hall, Deputy	

EXHIBIT A

AGREEMENT No. 03-003-2025

<u>Project Location</u>: Southern Kern Unified School District ("SKUSD"), 2601 Rosamond Blvd., Rosamond, CA 93560

Description of Project: Replacement of a 2008, 78 passenger, Blue Bird school bus, VIN 1BABNBXA08F248577, License Number 1282666, SKUSD bus number 36-07, with a 2024 or newer State Compliant zero-emission electric school bus, having a gross vehicle weight rating greater than 14,000 pounds.

<u>Project Implementation Schedule</u>: Old school bus shall be replaced, and new school bus shall be operational by March 6, 2027.

<u>Allowable Expenditure</u>: DISTRICT will pay a maximum of \$138,933.00 in AB 923 funds of the estimated total project cost of \$508,933.00 associated with replacing the 2008, Blue Bird school bus as identified in the Description of Project above. GRANTEE is responsible for any project costs exceeding the maximum DISTRICT costs specified above.

Equipment and Recordkeeping Requirements:

- 1. Notification of DISTRICT upon receipt of new school bus.
- 2. Replaced (old) school bus must be dismantled within 60 days of receipt of new bus.
- 3. Inspection to verify operation of new school bus and destruction of old school bus.
- 4. New school bus must be maintained and operated for at least five (5) consecutive years.
- 5. Records in accordance with **Section 4, Inspection, Audit, and Record Retention** of this Agreement must be retained and made available upon DISTRICT request for at least seven (7) years.
- 6. Right of passage to DISTRICT personnel for periodic (minimum annually) inspections.



Southern Kern Unified School District

2601 Rosamond Blvd. Rosamond, CA 93560

$Agreement/Contract\ Coversheet$

Vendor/Contractor Name	Date Contract Received	Board Date
Eastern Kern Air Polution Control District		
(EKAPCD)	2/25/2025	3/5/2025
	2,20,2020	0/0/2020
Contract Title/Name	Contract Effective Dates	"我是我们就是这个特别的人,我
Contract Title/Ivame	Contract Effective Dates	Final Contract to
	From 3/6/2025	Superintedent's Secretary By:
Agreement No. 03-004-2025	Until 3/6/2027	1/29/2025
		-
Description of Agreement		
This Agreement is for replacement of a 2009, 78	passenger, Blue Bird school bus	, VIN
1BABNBXA9AF269418, License # 1340199, SKU		
Compliant zero-emission electric school bus, hav	ing a gross vehicle weight rating	g greater than 14,000
pounds.		
Renewal Clause		Automatic Renewal
		No
Payment Terms:	Termination Clause	Budgeted Item
Net 30	N/A	Yes
Ti ug	—	
Fixed/Startup Costs N/A	Total Cost (NTE) Per Year	\$74,904.00

Budget String/Comments		
Bus	iness Services	
Qyerview		
Agreement is for more than one School F	iscal Year	
Clearly States Fees and Hourly Rates		
Allows Early Termination		
Mutual Indemnity Clause		
Mutual Indemnity Clause		
Governed in Accordance with Laws of Ca	lifornia and Donartment of Edu	action
Governed in Accordance with Laws of California and Department of Education		
Arbitration Clause		
Two copies already signed by vendor		
_	Signature	Date
Initial Review Complete	Robert Irving	2/27/2025
Initial Review Complete	Robert II ving	2/21/2023
		_
	Signature	Date
Purchase Order Prepared		
	Signature	Date
Ready for Board Agenda	Camie Davies	2/27/2025
	(Λ)	

AGREEMENT BETWEEN EASTERN KERN AIR POLLUTION CONTROL DISTRICT AND SOUTHERN KERN UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made and entered into this 6th day of March 2025, by and between the EASTERN KERN AIR POLLUTION CONTROL DISTRICT ("**DISTRICT**") and SOUTHERN KERN UNIFIED SCHOOL DISTRICT ("**GRANTEE**"). DISTRICT and GRANTEE may be referred to individually as "**Party**" and collectively as "**Parties**."

WITNESSETH:

WHEREAS:

- (a) The California Clean Air Act encourages local air pollution control districts to reduce emissions from motor vehicles and heavy duty engines and the State Implementation Plan (SIP), California's plan to attain ambient air quality standards, includes motor vehicle and heavy duty engine emission reduction goals;
- (b) Legislation through AB 923 (AB 923; Stats. 2004, Ch. 707) provided a mechanism for air districts to increase the motor vehicle registration fee surcharge from four dollars to six dollars;
- (c) The additional two-dollar surcharge may be used by air districts for school bus replacement, repower, and retrofit projects pursuant to the Lower-Emission School Bus Program (LESBP) quidelines adopted by the California Air Resources Control Board (CARB):
- (d) Legislation through SB 513 (Beall, Chapter 610, Statutes of 201, effective January 1, 2016) allows eligible school bus projects to receive AB 923 funding and Carl Moyer Program (CMP) funding up to the cost caps of the LESBP;
- (e) DISTRICT reports expenditures of AB 923 funds and CMP funds through a process established within the CMP guidelines;
- (f) CMP guidelines requires that old bus be at least 10-years old, be retrofitted with a diesel particulate filter, and be compliant with CARB's truck and bus rule;
- (g) GRANTEE has proposed a project that meets the eligibility criteria of the DISTRICT, LESBP, AB 923, and CMP, and has been recommended for funding by DISTRICT staff; and
- (h) GRANTEE represents that it is willing and able to perform the activities set forth herein.

NOW, THEREFORE, IT IS AGREED between the Parties as follows:

1. **Project**. GRANTEE shall perform all activities necessary to complete the project described in **Exhibit A**, which is attached hereto and incorporated herein by this reference. GRANTEE agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, on schedule and in a professional manner, the activities described herein.

The purpose of this project is to reduce emissions from an older high-emitting diesel fueled school bus through school bus replacement. To achieve this purpose, GRANTEE agrees to replace an existing 2009 diesel-fueled Blue Bird school bus with a 2024 or newer zero-emission electric school bus having a gross vehicle weight rating (GVWR) of greater than 14,000-lbs and maintain it for the duration of the Agreement.

GRANTEE is prohibited from removing the new school bus from service during the term of this Agreement specified in **Section 6, Term**, unless the school bus becomes inoperable through failure of components or systems, and these failures cannot be repaired, and such failure is not caused by GRANTEE's negligence, misuse, or malfeasance.

2. <u>Period of Performance/Timetable</u>. GRANTEE shall commence performance of work and diligently prosecute said work in accordance with the project implementation schedule and deadlines for performance indicated in **Exhibit A**, unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

3. Payments.

- a. The total obligation of the DISTRICT under this Agreement shall not exceed one hundred thirty-eight thousand nine hundred thirty-three dollars (\$138,933.00). GRANTEE shall, if necessary, obtain through other sources sufficient additional monies to fund the total cost of the project as outlined in **Exhibit A**. Upon request by DISTRICT, satisfactory written evidence of such funding commitments shall be provided to DISTRICT prior to the release by DISTRICT of any funds under this Agreement. In the event funding from other sources for the total cost of the project is not received by GRANTEE, DISTRICT reserves the right to terminate or renegotiate this Agreement. In that event, if requested by the DISTRICT, GRANTEE shall return any DISTRICT funds previously paid to GRANTEE.
- b. Advanced payments shall not be permitted. Payments will be permitted only at such time as equivalent activities have been satisfactorily rendered. Claims and all supporting documentation shall be submitted directly to DISTRICT.
- c. All invoices for payment shall be submitted in a form approved by the DISTRICT and shall contain a detailed description of the work completed for which payment is being requested, including all proper documentation and receipts of expenses incurred. Payment will be made to GRANTEE within thirty (30) days of receipt and approval of each invoice by the DISTRICT.

- d. The amount to be paid to GRANTEE under this Agreement includes all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on equipment purchased by the GRANTEE. The GRANTEE shall not receive additional compensation for reimbursement of such taxes and shall not decrease work to compensate therefore.
- e. Concurrently with the submission of any claim for payment, GRANTEE shall certify (through copies of invoices, issued checks, receipts, etc.) that complete payment has been made to any and all suppliers, sub-contractors or consultants who have provided materials or performed work for which payment is being requested by GRANTEE. It is understood that all costs and expenses incidental to GRANTEE's performance of services under this Agreement shall be borne exclusively by GRANTEE.
- f. Any compensation which is not expended by GRANTEE pursuant to the terms and conditions of this Agreement by the project completion date shall automatically revert to the DISTRICT. Only expenditures incurred by the GRANTEE in the direct performance of this Agreement will be reimbursed by the DISTRICT. Only allowable expenditures, as determined in the sole discretion of the DISTRICT, will be reimbursed by the DISTRICT. All final claims shall be submitted by GRANTEE within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by DISTRICT on claims submitted beyond the 60-day closeout period.
- 4. <u>Inspection, Audit, and Record Retention</u>. GRANTEE shall retain project records and allow DISTRICT, ARB, or their designated representative to inspect the project as provided in **Exhibit A** attached hereto, during the entire contract term as specified in **Section 6, Term**, of this Agreement.

Project records shall include, but not be limited to, a resolution from the school district governing board (or a duly authorized official with authority to make financial decisions) authorizing the submittal of the application and identifying the individual authorized to implement the bus replacement project, vendor quote(s), executed contract(s), copy of the purchase order for the new replacement bus, copy of the ARB certification executive order for the engine of the new replacement bus in the purchase order, invoices, proof of payment, copy of the registration for the new replacement bus, and documentation of the disposal of the replaced (old) bus.

Records of replaced bus shall include: Copy of the Inspection Approval Certificate (CHP form 292) and copy of the registration. To document the GVWR for any bus that is to be replaced, a photograph of the bus's data tag must be taken and retained in the file. The photograph must be legible and preferably in electronic format.

Documentation of replaced school bus disposal must include: A copy of the Department of Motor Vehicles Dismantlers Notice of Acquisition/Report of Vehicle to be Dismantled (REG 42); and a letter signed and dated by a representative of the entity that dismantled the bus. The letter must state that the vehicle and engine were dismantled in accordance with the definition of "dismantle" as stated in **Section 5**, **Disposal of Replaced School Bus**, of this Agreement. In addition, the letter must include the following information for the dismantled bus: Vehicle Identification Number, the method used to dismantle the non-engine portion of the bus, and the

date the non-engine portion of the school bus was dismantled; and the engine serial number, the method used to dismantle the engine, and the date the engine was dismantled.

5. <u>Disposal of Replaced School Bus</u>. GRANTEE shall dismantle the (old) replaced school bus within 60 days of receipt of the (new) replacement bus. Dismantle means "to punch, crush, stamp, hammer, shred, or otherwise render permanently and irreversibly incapable of functioning as originally intended, any vehicle or vehicle part."

GRANTEE shall obtain and retain dismantle documentation for the replaced school bus in accordance with **Section 4**, **Inspection**, **Audit**, **and Record Retention**, of this Agreement.

- 6. <u>Term</u>. This Agreement shall be deemed in force as of the date first written above. The Agreement shall remain in effect until GRANTEE has operated the new school bus for five (5) consecutive years and has maintained records for an additional two (2) years per **Section 4**, **Inspection, Audit, and Record Retention**.
- 7. **Assignment**. GRANTEE shall not assign, sublet, or transfer this Agreement, or any part hereof. GRANTEE shall not assign any monies due or which become due to GRANTEE under this Agreement without the prior express and written approval by the DISTRICT.
- 8. Negation of Partnership. In performance of all services under this Agreement, GRANTEE shall be, and acknowledges that GRANTEE is, in fact and law, an independent contractor and not an agent or employee of DISTRICT. GRANTEE has and retains the right to exercise full supervision and control of the manner and methods by which GRANTEE shall perform its work under this Agreement. GRANTEE retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting GRANTEE in the performance of work hereunder. However, DISTRICT shall retain the right to administer this Agreement so as to verify that GRANTEE is performing its obligations in accordance with the terms and conditions thereof. With respect to GRANTEE employees, if any, GRANTEE shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare, and civil rights laws, tax withholding and payment of employee taxes, whether federal, state, or local, and compliance with any and all other laws regulating employment.
- 9. <u>Disclosure Statement</u>. The GRANTEE certifies that no other requests for grant or incentive funding for the project, described in **Exhibit A** of this Agreement, have been submitted or will be submitted to any other party, including but not limited to school bus dealers, school bus manufacturers, other air districts, CARB, or any other government agency. If the GRANTEE or any other third party designee is found to have submitted multiple applications or signed multiple agreements for this project without disclosing the information to the DISTRICT, the DISTRICT will pursue at least one or more of the following actions:
- a. The GRANTEE may be disqualified from all DISTRICT funding sources for this project; and
- b. The GRANTEE may be banned from submitting future applications to any and all LESBP, AB 923, CMP, or AB134/AB1550 solicitations; and

- c. The DISTRICT may seek civil penalties against the GRANTEE for such conduct.
- 10. <u>Indemnification</u>. GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT and DISTRICT's agents, Board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by DISTRICT, expert fees, costs of staff time, and investigation costs) of whatever kind or nature that arise out of or are in any way connected with any act or omission of GRANTEE or GRANTEE's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of DISTRICT; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of GRANTEE by any person or entity.
- 11. Insurance. GRANTEE, in order to protect DISTRICT and its Board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of GRANTEE actions in connection with the performance of GRANTEE obligations, as required in this Agreement, shall secure and maintain insurance as described below. GRANTEE shall not perform any work under this Agreement until GRANTEE has obtained all insurance required under this section and the required certificates of insurance have been filed with and approved by the DISTRICT. GRANTEE shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon submission of any claim by GRANTEE or DISTRICT as an additional insured.
- a. During the performance of all work described in **Exhibit A**, GRANTEE shall maintain, or require that all subcontractors hired by GRANTEE to perform work on the project maintain, the following insurance coverages:
- (1) Workers' Compensation Insurance in accordance with the provisions of section 3700 of the Labor Code.

GRANTEE shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by GRANTEE. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, GRANTEE shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

GRANTEE shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.

(2) Commercial General Liability Insurance, including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of the GRANTEE's performance of work under this Agreement. The

amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

- (3) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering the school bus to be purchased under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) each occurrence.
- (4) The Commercial General Liability and Automobile Liability Insurance required in this subparagraph a. shall include an endorsement naming the DISTRICT and DISTRICT's Board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (5) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to DISTRICT and must be approved by the APCO for DISTRICT.
- b. Prior to GRANTEE's commencing any of its obligations under this Agreement, evidence of insurance in compliance with the requirements above shall be furnished to the DISTRICT by Certificate of Insurance. Receipt of evidence of insurance that does not comply with above requirements shall not constitute a waiver of the insurance requirements set forth above.
- c. Cancellation of Insurance All insurance coverages required under this Agreement shall be maintained until the completion of all work to be performed hereunder, and shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days' written notice by GRANTEE in the case of non-payment of premiums, or thirty (30) days' written notice in all other cases. GRANTEE (and any subcontractors hired by GRANTEE) shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of an "A-; VII" rating, or in special circumstances, be pre-approved by the DISTRICT.
- e. If GRANTEE is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, GRANTEE shall provide coverage equivalent to the insurance coverages and endorsements required above. The DISTRICT will not accept such coverage unless the DISTRICT determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by GRANTEE is equivalent to the above-required coverages.

- f. All insurance afforded by GRANTEE, and any subcontractors hired by GRANTEE, pursuant to this Agreement shall be primary to and not contributing to any other insurance or self-insurance maintained by DISTRICT. An endorsement shall be provided on all policies which shall waive any right of recovery (waiver of subrogation) against the DISTRICT. A waiver of subrogation is only required when GRANTEE's personnel deliver services or perform services for DISTRICT while on DISTRICT property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve GRANTEE for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the DISTRICT from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by GRANTEE or any subcontractors hired by GRANTEE to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by GRANTEE. DISTRICT, at its sole option, may terminate this Agreement and obtain damages from GRANTEE resulting from said breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to GRANTEE, DISTRICT shall deduct from sums due to GRANTEE any premiums and associated costs advanced or paid by DISTRICT for such insurance. If the balance of monies obligated to GRANTEE pursuant to this Agreement is insufficient to reimburse DISTRICT for the premiums and any associated costs, GRANTEE agrees to reimburse DISTRICT for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by DISTRICT to take this alternative action shall not relieve GRANTEE of its obligation to obtain and maintain the insurance coverages required by this Agreement.

12. Termination.

- a. Breach of Agreement The DISTRICT may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of the DISTRICT, CONTRACTOR has:
 - (1) Illegally or improperly used funds;
 - (2) Failed to comply with any term of this Agreement;
 - (3) Submitted to the DISTRICT a substantially incorrect or incomplete report; or
 - (4) Improperly performed services.

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

- b. Without Cause DISTRICT may terminate this Agreement at any time upon giving GRANTEE at least thirty (30) days' advance written notice of its intention to terminate. In such case, the GRANTEE shall, subject to **Section 3**, be paid for all actual costs incurred up to the time of the termination.
- c. Early Termination Provisions of this Agreement may be terminated prior to completion of the term if school bus becomes inoperable through mechanical failure of components or systems directly related to the use of the school bus, and such failure is not caused by GRANTEE's negligence, misuse, or malfeasance. GRANTEE shall submit written documentation supporting any basis for early termination for the approval of DISTRICT.
- d. Reimbursement for Early Termination GRANTEE is obligated to maintain and operate the school bus for five (5) consecutive years. Should GRANTEE desire to terminate this Agreement prior to the end date for reasons other than those stated in **subparagraph c**. above, GRANTEE shall reimburse DISTRICT for a prorated share of the funds provided under this Agreement.
- e. The prorated share for which GRANTEE shall be liable shall be 100% if the termination occurs within the first year of the five (5) year period; 80% if termination occurs between years one (1) and two (2); 60% between years two (2) and three (3); 40% between years three (3) and four (4); and 20% between years four (4) and five (5). The reimbursable amount shall be paid to DISTRICT within sixty (60) days of the termination date.
- 13. <u>Notices</u>. All notices required or provided for in this Agreement shall be provided to the Parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A Party may change the address to which notice is to be given by giving notice as provided above.

To DISTRICT

To GRANTEE

Gary Ray, Jr., APCO
Eastern Kern Air Pollution Control Dist.
2700 M Street, Suite 302
Bakersfield, CA 93301

Barbara Gaines, Superintendent Southern Kern Unified School District 2601 Rosamond Boulevard Rosamond, CA 93560

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by personal service.

14. <u>Conflict of Interest</u>. The Parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees. GRANTEE agrees that they are unaware of any financial or economic interest of any public officer or employee of the DISTRICT relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the DISTRICT may immediately terminate this Agreement by giving written notice thereof. GRANTEE shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

- 15. <u>Sole Agreement</u>. This document contains the entire agreement of the Parties relating to the services, rights, obligations, and covenants contained herein and assumed by the Parties respectively. No inducements, representations, or promises have been made, other than those recited in this Agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.
- 16. Authority to Bind DISTRICT. It is understood that GRANTEE, in GRANTEE's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind DISTRICT to any agreements or undertakings.
- 17. <u>Modifications of Agreement</u>. This Agreement may be modified in writing only, signed by the Parties in interest at the time of the modification.
- 18. <u>Nonwaiver</u>. No covenant or condition of this Agreement can be waived except by the written consent of DISTRICT. Forbearance or indulgence by DISTRICT in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by GRANTEE. DISTRICT shall be entitled to invoke any remedy available to DISTRICT under this Agreement or by law or in equity despite said forbearance or indulgence.
- 19. **Choice of Law/Venue**. The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
- 20. <u>Confidentiality</u>. GRANTEE shall not, without the written consent of the DISTRICT, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this paragraph shall survive the termination of this Agreement.
- 21. **Enforcement of Remedies**. No right or remedy herein conferred on or reserved to DISTRICT is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
- 22. <u>Severability</u>. Should any part, term, portion, or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement that the Parties intended to enter into in the first instance.
- 23. <u>Compliance with Law</u>. GRANTEE shall observe and comply with all applicable local, state, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

- 24. <u>Captions and Interpretation</u>. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provisions of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.
- 25. **Time of Essence**. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
- 26. <u>Counterparts</u>. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 27. <u>Nondiscrimination</u>. Neither GRANTEE, nor any officer, agent, employee, servant, or subcontractor of GRANTEE, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly, or through contractual or other arrangements.
- 28. <u>Non-Collusion Covenant</u>. GRANTEE represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with DISTRICT. GRANTEE has received from DISTRICT no incentive or special payments, nor considerations not related to the provision of services under this Agreement.
- 29. Political Activity and Lobbying 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. In addition, none of the funds provided under this Agreement shall be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.
- 30. **No Third Party Rights**. Other than as expressly set forth herein, this Agreement will not be deemed to provide third parties with any remedy, claim, right of action, or other right.
- 31. <u>Compliance with IRCA</u>. GRANTEE acknowledges that GRANTEE, and all subcontractors hired by GRANTEE to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act (IRCA). GRANTEE is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by GRANTEE to perform services under this Agreement are in compliance with IRCA. In addition, GRANTEE agrees to indemnify, defend, and hold harmless DISTRICT, its agents, officers, and employees, from any liability, damages, or causes of action arising out of or relating to any claims that GRANTEE's employees, or the employees of any subcontractor hired by GRANTEE, are not authorized to work in the United States for GRANTEE or its subcontractor and/or any other claims based upon alleged IRCA violations committed by GRANTEE or GRANTEE's subcontractor(s).

32. <u>Signature Authority</u>. Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

IN WITNESS TO WHICH, each Party to this Agreement has signed this Agreement upon the date indicated, and agrees, for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this Agreement.

	EASTERN KERN AIR POLLUTION CONTROL DISTRICT	SOUTHERN KERN UNIFIED SCHOOL DISTRICT
Ву	Chairman, District Board	By Barbara Gaines, Superintendent
	"DISTRICT"	"GRANTEE"
	APPROVED AS TO CONTENT: Air Pollution Control District	APPROVED AS TO FORM: Agency Attorney
Ву		Ву
•	Gary Ray, Jr., APCO	Attorney
	APPROVED AS TO FORM: Office of the County Counsel	
Ву		
	Phillip Hall, Deputy	

EXHIBIT A

AGREEMENT No. 03-004-2025

Project Location: Southern Kern Unified School District ("SKUSD"), 2601 Rosamond Blvd., Rosamond, CA 93560

Description of Project: Replacement of a 2009, 78 passenger, Blue Bird school bus, VIN 1BABNBXA9AF269418, License Number 1340199, SKUSD bus number 39-10, with a 2024 or newer State Compliant zero-emission electric school bus, having a gross vehicle weight rating greater than 14,000 pounds.

<u>Project Implementation Schedule</u>: Old school bus shall be replaced, and new school bus shall be operational by March 6, 2027.

<u>Allowable Expenditure</u>: DISTRICT will pay a maximum of \$138,933.00 in AB 923 funds of the estimated total project cost of \$508,933.00 associated with replacing the 2009, Blue Bird school bus as identified in the Description of Project above. GRANTEE is responsible for any project costs exceeding the maximum DISTRICT costs specified above.

Equipment and Recordkeeping Requirements:

- 1. Notification of DISTRICT upon receipt of new school bus.
- 2. Replaced (old) school bus must be dismantled within 60 days of receipt of new bus.
- 3. Inspection to verify operation of new school bus and destruction of old school bus.
- 4. New school bus must be maintained and operated for at least five (5) consecutive years.
- 5. Records in accordance with **Section 4, Inspection, Audit, and Record Retention** of this Agreement must be retained and made available upon DISTRICT request for at least seven (7) years.
- 6. Right of passage to DISTRICT personnel for periodic (minimum annually) inspections.

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SCHOOL		JULY	AUGUST	SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY	JUNE								July 4 - Independence Day Septembe 1- Labor Day October 16 - Great American Shake Out November 11 - Veteran Spiral November 22 - Thanksgiving Break January 19 - Pranary 9 Winter Break January 16 - President's Day March 30 - April 3 Spiring Break May 25 - Memorial Day Observed June 19 - Juneteenth

Contract Documents

17-CONSTRUCTION AGREEMENT

THIS A	GREEMENT, dated		in the County of	of LOS ANGELES,
		SOUTHERN KERN L	NIFIED SCHOO	DL
State of	California is by and between the -	DISTRICT		("OWNER")
	•			,
AND	MEDALLION CONTRACTING, IN	<u>C.</u>		"CONTRACTOR").
				,

For the consideration stated in this Agreement, OWNER and CONTRACTOR agree as follows:

- 1. Contract Documents. The Complete Agreement includes all of the Contract Documents as defined in the General Conditions and any other documents comprising any portion of the bid package, and all modifications, addenda, and amendments of or to any of these documents, all of which are incorporated by reference into this Agreement. The Contract Documents are complementary, and what is called for by anyone shall be as binding as if called for by all.
- 2. Scope of Performance. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide and furnish all labor, materials, necessary tools, expendable equipment, and all utility and transportation services described in the Contract Documents and required for construction of:

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All of the work to be performed and materials to be furnished shall be completed in a good workmanlike manner in strict accordance with the Plans, Drawings, Specifications and all provisions of the Contract Documents as defined above. CONTRACTOR shall be liable to OWNER for any damages arising as a result of a failure to fully comply with this obligation, and CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of OWNER, the Architect / CM, Engineer, Inspector, Division of State Architect / CM, or representative of any of them, unless such act or omission actually prevents CONTRACTOR from fully complying with the requirements of the Contract Documents, and unless CONTRACTOR protests at the time of the alleged prevention that the act or omission is preventing CONTRACTOR from fully complying with the Contract Documents. The protest shall not be effective unless reduced to writing and filed with OWNER within three working days of the date of occurrence of the act or omission preventing CONTRACTOR from fully complying with the Contract Documents.

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Project Number: SKUSD-WES-PKTK

- 3. <u>Contract Price</u>. Subject to any additions or deductions as provided in the Contract Documents, as full consideration for the faithful performance of the contract OWNER shall pay to CONTRACTOR the sum of Two Million, Four Hundred Fifty-Three Thousand, One Hundred Thirty-Five Dollars and 00/100 cents only (\$2,453,135.00)
- 4. <u>Construction Period.</u> The work shall be commenced on or before the 5th Day after receiving OWNER's Notice to Proceed and shall be completed per the duration and phasing as specified in the contract documents and from the date specified in the Notice to Proceed.
- 5. <u>Liquidated and Other Damages.</u> All work must be completed within the time limits set forth in the Contract Documents. If the work is not completed in accordance with the time limits set forth in this Agreement, in accordance with Government Code Section 53069.85, CONTRACTOR shall pay to OWNER as fixed and liquidated damages, and not as a penalty, the sum of \$1,500.00 for each Calendar Day of delay until work is completed and accepted.

Detailed requirements concerning liquidated damages and other damages which may be assessed if CONTRACTOR fails to complete the project, or any specified phase of the project, within the time period provided in this Agreement are contained in the General Conditions.

- 6. <u>Insurance</u>. Prior to commencing the work, CONTRACTOR shall take out and maintain during the life of this contract, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain all insurance as required in the General Conditions.
- 7. Substitution of Securities. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by a public agency to ensure performance under a contract. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the public agency, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to CONTRACTOR. OWNER retains the sole discretion to approve the bank selected by CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the contract, the securities shall be returned to CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. In the alternative, under Section 22300, CONTRACTOR may request OWNER to make payment of earned retentions directly to the escrow agent at the expense of CONTRACTOR. Also, at CONTRACTOR's expense, CONTRACTOR may direct investment of the payments in securities, and CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR.

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Upon satisfactory completion of the contract, CONTRACTOR shall receive from the escrow agent all securities, interest, and payments received by OWNER pursuant to the terms of Section 22300. Not later than 20 days after receipt of such payment, CONTRACTOR shall pay to each subcontractor the respective amount of interest earned, net of costs attributed to retention withheld from each subcontractor, on the amount of retention withheld to ensure performance of CONTRACTOR.

8.	Corporate Status and Author	prization. If CONTRACTOR is a corporation	n, the undersigned
	hereby represents and warrants	that the corporation is duly incorporated and in	n good standing in
	the State of California	, and that Craig Fries	, whose title
	is Chief Executive Officer, is	authorized to act for and bind the corporation.	

- 9. Entire Agreement. This Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to construction of the project. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. The Agreement can only be modified by an amendment in writing, signed by both parties and approved by action of OWNER's governing board or other governing body.
- 10. Parties in Interest. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person other than the parties to this Agreement and their respective successors and assigns. Nothing in this Agreement, whether express or implied, is intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action against any party to this Agreement.
- 11. <u>Severability.</u> If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- 12. <u>Governing Law.</u> The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding its conflict of laws rules.

SKUSD-CONSTRUCTION OF PRE-K AND T-K CLASSROOMS AT WESTPARK ELEMENTARY SCHOOL

The parties have executed this Agreement by the signatures of their authorized representatives effective the date indicated above.

OWNER	CONTRACTOR						
Ву	Ву						
(Signature)	(Signature)						
Print Name BARBARA GAINES	Print Name CRAIG FRIES						
SUPERINTENDENT, SOUTHERN KERN UNIFIED SCHOOL DISTRICT	CHIEF EXECUTIVE OFFICER, Title MEDALLION CONTRACTING, INC.						
	567084						
(Corporate Seal of Contractor, if a	(Signature) Print Name CRAIG FRIES OUTHERN OL DISTRICT CHIEF EXECUTIVE OFFICER, Title MEDALLION CONTRACTING, INC. 567084						
Corporation)	45-3109546						
	Tax ID / Social Security No						

*Important Notice: Labor Code § 1771.1(a) provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded." Please go to http://www.dir.ca.gov/Public-Works/PublicWorks.html for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

adjustments, as indicated, to the Base Bid:	agrees to make price
ALTERNATE 01 – Provide scope of work for site development within the "Primar per Bid Clarification 01.	y Project Area"
State the amount to be ⊠added □deducted to / from the Base Bid [select one]	
One Million three hundred forty-one thousand, four hundred sixty-seven & 00/100 Dollars \$ 1,341,4	67.00
ALTERNATE 02- Provide play structure, synthetic turf, decomposed granite, land grading per Bid Clarification 01.	Iscaping, and fine
State the amount to be ⊠added □deducted to / from the Base Bid [select one]	
Four Hundred forty-two thousand, four hundred sixty-nine & 00/100 Dollars \$442,469	.00
ALTERNATE 03- Provide new shade structure per Bid Clarification 01.	
State the amount to be ⊠added □deducted to / from the Base Bid [select one]	
Two hundred sixteen thousand, three hundred eighty-seven & 00/100 Dollars \$ 216,387	.00
ALTERNATE 04- Provide a new parking lot area per Bid Clarification 01.	
State the amount to be ⊠added □deducted to / from the Base Bid [select one]	
Four hundred fifty-eight thousand, four hundred eighty-seven & 00/100 Dollars \$ 458,487	'.00
ALTERNATE 05- Provide new basketball courts per Bid Clarification 01.	
State the amount to be ⊠added □deducted to / from the Base Bid [select one]	
Eight hundred twenty-eight thousand, one hundred forty-six & 00/100Dollars _\$ 828,146	.00
ALTERNATE 06- Provide wiring and devices for all low voltage systems per Bid	Clarification 01.
State the amount to be ⊠added □deducted to / from the Base Bid [select one]	
Five hundred ninety-four thousand, eight hundred ninety-six &00/100	.00
SKUSD-CONSTRUCTION OF PRE-K AND T-K CLASSROOMS AT WESTPARK ELEMENTARY SCHOOL	
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