

Clean School Bus Houston Application to Participate

School District Information	
School District:	Mailing Address:
Contact:	City:
Title:	County:
Email:	Zip:
Phone:	Fax:
Number of students transported by Bus Service: #_____	Number of Buses in the School District's fleet: #_____
Pre 1995 Models #_____	Percentage of Students in Free Lunch Program _____%
Current Fuel Type (check all that apply) <input type="checkbox"/> CNG <input type="checkbox"/> Diesel <input type="checkbox"/> LNG <input type="checkbox"/> Gasoline <input type="checkbox"/> Other	
Has the school district adopted emission reduction strategies (i.e. no idle policy)? If so, what kind?	

This Application is For the Following (check all that apply):

- New lower emission school bus purchase to replace old diesel buses
How many replacements? _____
- Repower-replacement of an older engine with a newer lower emission engine
How many engines to replace? _____
- Retrofit of an existing engine
How many buses to retrofit? _____
What type of retrofits? _____
(If you do not know, leave blank)
- Alternative Fuel

Application Guidelines and Overview

A. Eligible Recipients

School districts or schools that own and operate school buses including under provisions of a joint powers of agreement, are eligible for funds. Private contractors that provide buses to schools or districts are not eligible for funding.

B. Information on Current Bus Fleet Required

Attach an itemized listing to your school or district's application that describes for each bus in your fleet:

1. Vehicle Identification Number (VIN)
2. Gross Vehicle Weight
3. Model Year
4. Make and Body
5. Engine Manufacturer
6. Engine Size
7. Passenger Capacity
8. Fuel Type

C. Project Selection and Awards of Funds

The Program will select buses based on criteria established by the Program.**

D. School Bus Replacement Requirements

1. All new replacement buses must be a heavy duty vehicles and have a Gross Vehicle Weight Rating (GVWH) of greater than 8,500 pounds and be powered by a heavy duty engine.
2. Heavy duty alternative fuel engines must be EPA certified to NOx and NMHC standard of 1.2 g/bhp-hr and a 0.05 g/bhp-hr PM level, or ultra-low sulfur diesel engines to 1.2 g/bhp-hr NOx and 0.02g/bhp-hr PM levels.
3. Schools or districts shall be responsible for routine maintenance of the retrofit devices.
4. All replaced buses must be in current use, pre-1995 models and have current Department of Public Safety (DPS) and Texas Education Agency (TEA) certification.

E. Disbursement of Funds

1. The program will reimburse applicants selected for funding after retrofit devices are installed and proof of installation has been received by the Program office.
2. If requested by the grant applicant, grant monies may be paid directly to the retrofit provider.

3. If requested by the grant applicant, grant monies may be paid directly to the fuel supplier.

F. Project Completion Deadlines

The retrofit device and replacement bus orders shall be placed within 60 days of approval by the Program of the grant application.

G. Monitoring and Reporting

1. Schools or districts receiving funding must notify the Program when the retrofit devices are installed, and/or new buses ordered and received.
2. Schools or districts receiving funding must notify the Program when contracts are signed for the purchase of alternative/clean fuels.

District or School Agreement

WHERE AS, the Clean School Bus Houston Program is organized to assist local schools or districts in meeting their obligations under air-quality regulations and policies governing school buses and to receive and utilize funds acquired through the solicitation of donations, gifts, and bequests for those purposes; and,

WHERE AS, the District/School operates a fleet of school buses and wishes to replace a certain number of the buses in its fleet with a lower-polluting school bus or buses; and

WHERE AS, the Program desires to provide the District/School with funding for the purchase of lower-polluting school buses and the fueling infrastructure necessary to operate the buses;

WHERE AS, the District/School has or will obtain additional funding that together with the funding provided by Clean School Bus Houston will allow the District/School to purchase low-polluting school buses;

NOW THEREFORE, in view of the mutual covenants and understandings set out below, the parties agree as follows;

A. DISTRICT/SCHOOL OBLIGATIONS

1. The District/School agrees to use any funding provided by the Program to purchase the lower-polluting school bus(es) more fully described in the “Application Guidelines.”
2. The District/School agrees that within fourteen (14) days of receipt of the low-polluting school bus(es) described in “Application Guidelines”, it will cause the District/school-owned school bus(es) to be delivered to a scrapper. The District/School will ensure that the engine is scrapped. Other components can be recycled.
3. The District/School agrees to transfer to the Program the ownership of any emission reduction credits resulting from the scrapping of the school bus(es).
4. The District/School agrees to retain ownership of the school bus(es) as described in the “Application Guidelines” for at least ten (10) years from the date of this agreement and to garage the school bus(es) in the _____ School District/School. The District/School shall not take any actions that diminish its ownership interest in the buses including, but not limited to, leasing, renting, or encumbering the bus(es) or infrastructure.

B. CLEAN SCHOOL BUS HOUSTON OBLIGATIONS

1. The Program agrees to provide funding in the amount of (\$_____) for the purchase of the low-polluting school bus(es). Payments under this Grant Agreement shall be made directly to the bus manufacturer and the

infrastructure contractor designated by the Grantee. Reimbursements will be made upon the Program's receipt of evidence of delivery of the new buses and crushing of the old buses and/or engines listed in the "Application Guidelines."

2. Grantee shall provide the Program with written evidence of the invoiced amount from the bus manufacturer, bus delivery and acceptance. Invoices must include a detailed list of the bus base price, and sales tax. The grant award will only pay for the bus base price, sales tax, less Grantee's required match amount.

C. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO BOTH PARTIES

1. Whenever reference is made to "Application Guidelines" in this agreement, upon that reference, the terms are incorporated herein and made a part hereof as though set out in full.
2. **Term-** The term of this Agreement is 10 years from date of execution by both parties unless further extended by amendment of this Agreement until the Agreement is fully executed by both parties.
3. **Termination-** IN the event any party fails to comply with any term or condition of this Agreement, that failure shall constitute a breach of the Agreement, that failure shall constitute a breach of the Agreement. The non-breaching party shall either notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this agreement. Notification shall be provided in the manner set forth in Clause 5. The non-breaching party reserves all rights under law and equity to enforce this Agreement and recover any damages. The Program reserves the right to terminate this Agreement for non-breach and will reimburse the District/school for actual costs incurred in performance of this Agreement through the effective date of termination for non-breach.
4. **Indemnification-** The District/School agrees to hold harmless, indemnify, and defend the Program, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost, or expenses which the Program, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage caused or incurred by the District/School, its employees, subcontractors, or agents in the performance of this Agreement.
5. **Notices-** Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

Program Contact/Address:
Stephanie Lee

713.993.4581
Stephanie.lee@h-gac.com
3555 Timmons Lane, Suite 120
Houston, TX 77027

District/School Contact address:

6. ***Non-Discrimination***-In the Performance of this Agreement, the District/School shall not discriminate in recruiting, hiring, promoting, demoting, or terminating any person on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability. The District/School shall likewise require each subcontractor to comply with this paragraph and shall include in each such subcontract language similar to this paragraph.
7. ***Assignment***- The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.
8. ***Non-Effect of Waiver***- The failure of the District/School or the Program to insist upon the performance of any or all of the terms, covenants, or conditions of this Agreement, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.
9. ***Attorney's Fees***- In the event any action is filed in connection with the enforcement or interpretation of this Agreement, each party shall bear its own attorney's fees and costs.
10. ***Force Majeure***- Neither the District/School nor the Program shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Program or the District/School.
11. ***Severability***- In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable in any respect by a court of competent jurisdiction, such holding shall not affect any other provisions of this Agreement, and the Agreement shall then be construed as if such unenforceable provisions are not a part hereof.
12. ***Headings***- Headings on the paragraphs of this Agreement are for convenience and reference only, and the words contained there in shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
13. ***Duplicate Execution***- This Agreement is executed in duplicate. Each signed copy shall have the force and effect of an original.

14. **Governing Law**- This Agreement shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the United States and the State of Texas.
15. **Entire Agreement**- This Agreement represents the entire agreement between the parties hereto and there are no understandings, representations, or warranties of the any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

IN WITNESS WHEREOF, the parties to this Agreement have caused this Agreement to be duly executed on their behalf by their authorized representatives.

(Clean School Bus Program Representative)

(School District/School Representative)