

**South Dakota  
Clean Diesel Grant Program  
Rebate Agreement**

<b>Recipient</b>	Huron School District 150 5th St SW Huron SD 57350	<b>FAIN</b> 96844801	<b>ID Number</b> DERA100
<b>DUNS</b>	076501295	<b>CFDA</b> 66.040 State Clean Diesel Grant Program (B)	<b>Date of Offer</b> 1/8/18
<b>Contact</b>	Kelly Christopherson 353-6995	<b>Regulatory Authority</b> 2 CFR 200 2 CFR 1500 and 40 CFR 33	<b>Rebate Amount</b> \$20,806.25

**Project Title/Description** South Dakota Clean Diesel Grant

This agreement provides a rebate to the School District under the State Clean Diesel Grant Program. This project will help replace an old diesel public school bus. The primary goal of the project is to reduce school children's exposure to toxic emissions from diesel exhaust.

**Rebate Conditions** The recipient covenants and agrees that it will expeditiously initiate and timely complete the project above described in accordance with this agreement by September 30, 2018. The recipient warrants, represents, and agrees that it will comply: (1) with any special conditions set forth in the guidelines and (2) with the attached Assurances, Terms, and Conditions. Rebates will not be made until after July 1, 2018, unless federal funding authority is available.

**Offer** The State of South Dakota hereby offers a rebate to Huron School District in an amount up to 25% of all approved costs incurred up to and not exceeding \$20,806.25 for the support of the approved project as described above. Such rebate may be terminated by DENR without further cause if the recipient fails to provide timely affirmation of the agreement by signing under the Acceptance section and returning this page of the agreement to the address listed below by February 5, 2018.

<b>Signature of Award Official</b>	<b>Typed Name and Title</b>	<b>Date</b>
	Steven M. Pirner, Secretary	

**Please check if you are Accepting or Declining this Rebate Agreement**

       **Accepting** In accepting this agreement and any rebate made pursuant thereto, (1) the undersigned represents that he/she is duly authorized to act on behalf of the recipient, and (2) the recipient agrees (a) to comply with the provisions of this agreement, and (b) any rebates found by the State of South Dakota to have been overpaid will be refunded or credited in full to the State. To the best of my knowledge and belief, data in this agreement are true and correct.

       **Declining** In declining this agreement, the undersigned represents that he/she is duly authorized to act on behalf of the recipient. To the best of my knowledge and belief, data in this agreement are true and correct.

<b>Signature of Designated Official</b>	<b>Typed Name and Title</b>	<b>Date</b>
-----------------------------------------	-----------------------------	-------------

Submit signed agreement to project manager:  
Clean Diesel Grant Program  
Barb Regynski  
SD DENR – AQ Program  
523 E Capitol  
Pierre, SD 57501

## Assurances, Terms, and Conditions

The recipient entering into this agreement with DENR must follow the specific performance criteria as specified in this agreement to ensure compliance with statutory and audit requirements. All services or work carried out under this agreement must be completed within the scope, time frames, and funding limitations specified by the agreement. Upon signing of the agreement by DENR, a copy of the executed agreement will be returned to the applicant, at which time the agreement will be considered awarded.

The eligibility criteria for existing school buses to be **replaced** are as follows:

- Funds cannot be used for replacements that would have occurred through normal attrition/fleet turnover within three years of the project start date. The existing school bus to be replaced must be an in-use diesel school bus model year 1995-2006 owned by any South Dakota public school district that directly provides transportation services. School Districts that have not received a replacement bus in previous rounds will have preference.
- The existing school bus being replaced will be scrapped or rendered permanently disabled within ninety (90) days of the replacement.

The eligibility criteria for **new replacement** school buses are as follows:

- **School districts should receive the new bus by August 31, 2018.**
- New school buses with 2017 model engine year or newer diesel, alternative fuel, or all-electric engine.

### REPLACEMENT BUS REQUIREMENTS

- Purchase of new buses may not occur prior to both parties signing the agreement. Rebates will be made on a reimbursement basis for eligible expenses incurred and paid by the grant recipient. A cost may not be considered incurred until the replacement bus has been received and accepted by the recipient.
- The school district verifies that funds under this award cannot be used for emission reductions that result from vehicle/equipment replacements or repowers that would have occurred through normal attrition/fleet turnover within three years of the project start date.
- Program funds must only be used to purchase a new school bus that is equipped with essential or standard equipment.
- The school district must insure that the replaced school bus is permanently disabled or scrapped and maintain documentation on how the replaced bus was permanently disabled or scrapped. This may include drilling a hole in the engine block or cutting the vehicle in half. Please keep a written record signed by both the school district and the party disabling or scrapping the bus.
- Applicant submits invoice or receipts, record of bus being disabled or scrapped (Certificate of Disposal Form) and photos, the DENR Request for Reimbursement form, and engine certificate if needed. DENR will review the information for compliance with all rebate requirements.
- Payment will be issued upon verification (documentation and/or DENR staff site visit). DENR reserves the right to hold reimbursement until after July 1, 2018.
- DENR maintains the right to monitor the project periodically and to do on-site verification.

## STATE CONDITIONS

The recipients services under this Agreement shall commence on the signing of the agreement by the State and ends September 30, 2018, unless sooner terminated or extended pursuant to the terms hereof.

The recipient agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the recipient to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents or employees.

This Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for this purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, this Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting this Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.

The recipient will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to this Agreement, and will be solely responsible for obtaining current information on such requirements.

Any notice or other communication required under this Agreement shall be in writing and sent to the contact listed on the signature page of this agreement. Notices shall be given by and to the Clean Diesel Grant Program on behalf of the State, and by the Grantee, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.

In the event that any court of competent jurisdiction shall hold any provision of this Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision hereof.

All other prior discussions, communications and representations concerning the subject matter of this Agreement are superseded by the terms of this Agreement, and except as specifically provided herein, this Agreement constitutes the entire agreement with respect to the subject matter hereof.

By September 30, 2018, the end date of this agreement, the grantee shall submit all claims for rebates due and payable under this agreement.

## FEDERAL CONDITIONS

### *Programmatic Conditions*

#### **FY2017 State Clean Diesel Programmatic Terms and Conditions**

The recipient agrees to comply with the **FY2017 State Clean Diesel (Diesel Emission Reductions Act ) Programmatic Terms and Conditions** available at:

<https://www.epa.gov/grants/fy2017-state-clean-diesel-diesel-emissions-reduction-act-program-programmatic-terms-and>

These terms and conditions are in addition to any award specific programmatic terms and conditions outlined directly on the award document.

#### **Leveraging**

The recipient agrees to provide the proposed leveraged funding, including any voluntary cost-share contribution that is described in its final approved workplan. If the proposed leveraging does not materialize during the period of award performance, and the recipient does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the proposed leveraging does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award. If EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the leveraged funding the recipient described in its final approved workplan, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.

#### **Voluntary Match Incentive**

If a state provides a voluntary match equal to the base allocation offered by EPA, EPA will provide a matching incentive equal to 50 percent of the base allocation. The voluntary match may be satisfied by allowable costs incurred by the state (i.e. in-kind contributions), or by cash donations of state funds or private funds. State voluntary matching funds included in the approved project budget are subject to the same terms and conditions and funding limits as the awarded DERA funds. A recipient is legally obligated to expend any voluntary match included in the approved project budget within the project period of that award.

Any voluntary matching funds provided by the state to qualify for the matching incentive, count towards the "EPA funds and state voluntary matching funds" described in Term and Condition N. Mandatory cost share funds provided by the state and/or eligible third parties cannot count towards the state's voluntary matching funds to qualify for the matching incentive. However, if a state requires a third-party cost-share contribution above and beyond the mandatory cost-share amount for the elected technology, then the "excess" cost-share may be applied towards the state voluntary match funds for the purpose of qualifying for the matching incentive.

This award and the resulting federal funding of \$335,702 is based on estimated costs requested in the recipient's final approved workplan. Included in these costs is a voluntary cost-share contribution of \$223,801 by the recipient in the form of a voluntary cost-share that the recipient included in its final approved workplan. The recipient must provide this voluntary cost -share contribution during performance of this award unless the EPA agrees otherwise in a modification to this agreement. While actual total costs may differ from the estimates in the recipient's application, EPA's participation shall not exceed the total amount of federal funds awarded .

If the recipient fails to provide the voluntary cost -share contribution during the period of award performance, and does not provide a satisfactory explanation, the Agency may consider this factor in evaluating future proposals from the recipient. In addition, if the voluntary cost-share contribution does not materialize during the period of award performance then EPA may reconsider the legitimacy of the award; if EPA determines that the recipient knowingly or recklessly provided inaccurate information regarding the voluntary cost -share or overmatch the recipient described in its final approved workplan, EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.