

AGENDA

REGULAR SCHOOL BOARD MEETING

GADSDEN COUNTY SCHOOL BOARD
MAX D. WALKER ADMINISTRATION BUILDING
35 MARTIN LUTHER KING, JR. BLVD.
QUINCY, FLORIDA

November 18, 2025

6:00 P.M.

THIS MEETING IS OPEN TO THE PUBLIC

1. CALL TO ORDER
2. OPENING PRAYER
3. PLEDGE OF ALLEGIANCE
4. RECOGNITIONS
5. CITIZEN COMMENTS AND CONCERNS

ITEMS FOR CONSENT

6. REVIEW OF MINUTES – **SEE ATTACHMENT**
 - a. October 7, 2025, 3:00 p.m. – Special School Board Meeting
 - b. October 15, 2025, 3:00 p.m. – School Board Workshop
 - c. October 28, 2025, 4:30 p.m. – School Board Financial Workshop
 - d. October 28, 2025, 6:00 p.m. - Regular School Board Meeting

ACTION REQUESTED: The Superintendent recommends approval.

7. PERSONNEL MATTERS (resignations, retirements, recommendations, leaves of absence, terminations of services, volunteers, and job descriptions)

- a. Personnel 2025 – 2026 – **SEE PAGE #2**

ACTION REQUESTED: The Superintendent recommends approval.

8. AGREEMENTS/CONTRACT/PROJECT APPLICATIONS

- a. Highland Electric Fleet, Inc. – **SEE PAGE #5**

Fund Source: Capital Outlay

Amount: \$136,000.00 Annually

ACTION REQUESTED: The Superintendent recommends approval.

ITEMS FOR DISCUSSION

9. EDUCATIONAL ITEMS BY THE SUPERINTENDENT
10. SCHOOL BOARD REQUESTS AND CONCERNS
11. ADJOURNMENT



THE GADSDEN COUNTY SCHOOL DISTRICT

Educating Every Student Today, Making Gadsden Stronger Tomorrow

Elijah Key, Superintendent of Schools

35 Martin Luther King, Jr. Blvd Quincy, Florida 32351

Main: (850) 627-9651 or Fax: (850) 627-2760

www.GadsdenSchools.org

November 18, 2025

The School Board of
Gadsden County, Florida
Quincy, Florida 32351

Dear School Board Members:

I am recommending that the attached list of personnel actions be approved, as indicated. I further recommend that all appointments to grant positions be contingent upon funding.

Item 7A Instructional and Non-Instructional Personnel 2025-2026

The following reflects the total number of full-time employees in this school district for the 2025-2026 school term, as of November 18, 2025.

<u>Description Per DOE Classification</u>	<u>DOE Object#</u>	<u>#Employees November 2025</u>
Classroom Teachers and Other Certified	120 & 130	294.00
Administrators	110	58.00
Non-Instructional	150, 160, & 170	351.00
		<u>703.00</u>
Part Time Instructional		2.00
Part Time Non-Instructional		<u>3.00</u>
Total		5.00
100% Grant Funded		162.00
Split Grant Funded		<u>24.00</u>
Total Grant Funded of 703 Employees		186.00

Sincerely,

Elijah Key, Jr.
Superintendent of Schools

Cathy S. Johnson
DISTRICT NO. 1
Havana, FL 32333
Midway, FL 32343

Steve Scott
DISTRICT NO. 2
Quincy, FL 32351
Havana, FL 32333

Leroy McMillan.
DISTRICT NO. 3
Chattahoochee, FL 323324
Greensboro, FL 32330

Charlie D. Frost
DISTRICT NO. 4
Gretna, FL 32332
Quincy, FL 32352

Stacey Hannigon
DISTRICT NO. 5
Quincy, FL 32351
Midway, FL 32343

AGENDA ITEM 7A INSTRUCTIONAL AND NON-INSTRUCTIONAL 2025/2026**INSTRUCTIONAL**

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Balasabas, Rowella	GBES	Teacher	10/20/2025
Brooks, Stephen	HMS	Teacher	11/03/2025
Brown, Kaith	GCHS	Teacher	10/20/2025
Dixon, Edward	JASMS	Teacher	11/06/2025
Fuller, Quinten	CES	Teacher	11/03/2025
Gallon, Gloria	WGMS	Reading Coach	10/14/2025
Jackson, Helen	CPA	Teacher	11/03/2025
Jones, Hasan	GTC	Instructor	11/14/2025
Kolog, Celestina	GCHS	Teacher	11/03/2025
Lee, Edward	GBES	Teacher	10/09/2025
Mathews, Vera	GBES	Teacher	11/03/2025
McBurrows Trumpler, Felicia	GCHS	School Counselor	11/03/2025

NON INSTRUCTIONAL

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Brown, Aaron	JASMS	Educational Paraprofessional	11/03/2025
Brown, Jamecia	Transportation	Bus Driver	10/14/2025
Clark, Charles	GBES	Custodial Assistant	11/03/2025
Dantley, Dominique	District/OPLS	Program Specialist	10/13/2025
Davis, Carol	District/FACE	Secretary	11/04/2025
Dennard, Deshanda	CPA	School Food Service Worker	11/03/2025
Ealey, Hope	District/ESE	School Social Worker	10/20/2025
Fitzgerald, Chelsea	GWM	Educational Paraprofessional	10/13/2025
Hackley, Cyrilla	District/Finance	Asst. Director of Finance	11/03/2025
Thomas, Denise	District/ESE	School Social Worker	11/03/2025
Vickers, Patricia	District/OPLS	Program Specialist	10/16/2025
Zeigler, Mia	GTC	Coordinator	11/06/2025

REQUESTS FOR LEAVE, RESIGNATION, TRANSFERS, RETIREMENTS, TERMINATIONS OF EMPLOYMENT:**LEAVE**

<u>Name</u>	<u>Location/Position</u>	<u>Beginning Date</u>	<u>End Date</u>
Gibbs, Kim	GWM/Teacher	10/17/2025	12/03/2025

RESIGNATION

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Beltran, Vivian	GCHS	Math Coach	10/31/2025
Canidate, Jacquelin	CPA	Teacher	11/14/2025
Hinson, Candace	GBES	Teacher	10/30/2025
Hollis, Shavonte	JASMS	ESE Self Help Assistant	10/09/2025
Poppleton, Jessica	HMS	Teacher	11/04/2025
West, Pauline	WGMS	Teacher	10/24/2025

TRANSFERS

<u>Name</u>	<u>Location/Position Transferring From</u>	<u>Location/Position Transferring To</u>	<u>Effective Date</u>
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DROP RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
Jackson, Derrick	JASMS	Custodian	11/30/2025

RETIREMENT

<u>Name</u>	<u>Location</u>	<u>Position</u>	<u>Effective Date</u>
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OUT OF FIELD

<u>Name</u>	<u>Location</u>	<u>Area Out of Field</u>	<u>Effective Date</u>
Brooks, Stephen	HMS	PreK/Primary Ed & ESE	All Periods
Kolog, Celestina	GCHS	Science (6-12)	All Periods
Lee, Edward	GBES	Physical Education	All Periods
Mathews, Vera	GBES	ESE & Reading Endorsement	All Periods

SUBSTITUTES

Teacher

Curtis, Logan
Dixon, Edward

Custodian/SFS Worker

Anderson, Jamal
Kenon, Michael

SUMMARY SHEET

RECOMMENDATION TO SUPERINTENDENT FOR SCHOOL BOARD AGENDA

AGENDA ITEM NO. 8a

DATE OF SCHOOL BOARD MEETING: November 18, 2025

TITLE OF AGENDA ITEMS: Highland Electric Fleet Inc.

DIVISION: Transportation Department

PURPOSE AND SUMMARY OF ITEMS:

The Transportation Department is requesting Board Approval of the District entering Into an agreement with Highland Electric Fleet Inc, that will help to reduce the cost of fuel, maintenance, and parts. Electric school buses offer advantages such as zero tailpipe emissions, improved air quality for students and communities, and lower long-term operating costs due to reduced fuel and maintenance expenses. This will be a 12-year contract that would include eight (8) Type C Electric School Buses with the Clean School Bus Incentive Program at \$395,000/ School bus applied. In Florida, school buses are typically replaced after 12 years of service or when they reach 200,000 miles, whichever comes first. Buses should also be replaced potentially sooner if they require excess maintenance. Buses on average have a ten-year lifespan and around 10% of the fleet should be replaced annually.

FUND SOURCE: Capital Outlay

AMOUNT: \$ 136,000.00 Annually

PREPARED BY: Matthew Bryant

MB

POSITION: Transportation Director

INTERNAL INSTRUCTIONS TO BE COMPLETED BY PREPARER

_____ Number of ORIGINAL SIGNATURES NEEDED by preparer.

SUPERINTENDENT'S SIGNATURE: page(s) numbered _____

CHAIRMAN'S SIGNATURE: page(s) numbered _____

Be sure that the Comptroller has signed the budget page.

11/13/25

Sourcewell 

Awarded Contract

Contract # 051123-HEF

VENDOR: HEF-P Gadsden, LLC (a limited liability company to be formed by Highland Electric Fleets, Inc.) (also, "Highland" or "Provider")

ADDRESS: 200 Cummings Center, Suite 273D
Beverly, MA 01916

CONTACT: Dominic Ricotta

EMAIL: dominic.ricotta@highlandfleets.com

CUSTOMER:	QUOTE NUMBER:	QUOTE DATE:
CUSTOMER: Gadsden County Public Schools	FL.GADSD.0001	October 3, 2025
ADDRESS:	Freight Terms	Prepaid
35 Martin Luther King Jr. Blvd Quincy, FL 32351	Payment Terms	Annual beginning Operational Date (see attached contract)
CONTACT (name & title): Elijah Key, Jr. Superintendent	Est. Project Timeline	18 months after Contract execution
EMAIL; PHONE: keye@gcpsmail.com; (850) 627-9651	Quote Effective Through:	October 30, 2025

SKU	PRODUCT DESCRIPTION	QTY	LIST PRICE/	CONTRACT PRICE**	TOTAL*
SBS-0-30KW-20	School Bus & Shuttles -12 year contract for 10001 - 11000 miles & 20 - 40 kW Charger with Net VAC of \$0 - \$50k	8	\$52,256.00	\$24,418.00	\$195,344.00
Discount	Add'l District Discount	8	(\$7,418.00)		(\$59,344.00)
8 Type C Electric School Buses with EPA Clean School Bus Incentive Program @ \$395,000/School Bus applied Gadsden County School District is Sourcewell Member No. 14588 https://www.sourcewell-mn.gov/participating-agency/14588			SUBTOTAL:		\$136,000.00
			SALES TAX:		(TBD)
			TOTAL CONTRACT PRICE, CONTRACT YEAR 1:		\$136,000.00

**This Quotation is subject to the provisions of Sourcewell Contract 051123-HEF, as noted on the following pages.*

****Noted Contract Price includes any Sourcewell Volume Discounts
PRICING IS FOR CONTRACT YEAR 1 UNLESS OTHERWISE STATED.**

SCOPE OF SERVICES

This **Transportation Equipment Services Scope of Services ("Scope of Services")** is incorporated into and made part of the foregoing quote ("**Quote**" or, when executed, "**Purchase Order**") for Products or "**Services**" (as further described in this Scope of Services) provided to the Customer (also, "**District**") by the Vendor (also "**Provider**"), as set forth on Page 1. Upon countersignature of this Quote by the District, the District will acknowledge and accept this Quote, including this Scope of Services, whereupon this Quote shall become a binding Purchase Order and Provider and Customer will execute and deliver the Sourcewell Contract, Contract #051123-HEF (a "**TESA**") that incorporates this Purchase Order and all Exhibits to the TESA (each a "**TESA Exhibit**").

This Scope of Services provides, in summary format, descriptions of the Services and Products to be provided by Provider to Customer. This Scope of Services is modified by the TESA, including the TESA Exhibits, described in this Scope of Services and in the TESA.

1. Parties:	The Parties and their respective notice addresses are as set forth on Page 1.
2. Services:	Customer retains Provider to provide, and Provider will provide the following "Services" in consideration of the Base Service Fee (defined below and in the TESA) and other fees payable under the TESA and described in this Scope of Services for the period identified below: Consulting Services: Assist in planning for fleet electrification, including identifying incentives for future deployments; Procurement Services: From the date the TESA is executed ("Effective Date") through the Operational Date (defined below), and thereafter in Provider's judgment, specify and procure the System (defined below), selecting components that optimize System performance and efficiency in light of Customer requirements; Installation Services: Beginning the Effective Date, design, obtain required Approvals (defined in the TESA) for, install, interconnect, and start-up, Chargers, Infrastructure, and related improvements at the Premises (defined below), consistent with the final System Site Plan (defined below); Training Services: Before the Operational Date, at mutually agreed time(s), coordinate original equipment manufacturer ("OEM") training and provide training in use of the System to Customer personnel; Charge Management Services: From the Operational Date through the remainder of the Term (defined below) charge Vehicles (defined below) and pay for related electricity; and license the Platform (defined below) to Customer as provided in the TESA; and Operations Services: From the Operational Date through the remainder of the Term provide Vehicles for use during the agreed Vehicle Operation Period or VOP (defined below); provide access for Vehicles to, and operate and maintain, Chargers and Infrastructure; and reimburse Customer for Vehicle maintenance and repairs performed by Customer in accordance with the TESA.
3. Vehicles; Chargers; System; Platform:	Provider's Services will be based on the operation and use of: (a) Eight (8) Type C electric school buses, as further described on TESA Exhibit A (each, a "Vehicle"); (b) Electric vehicle charging stations installed at the Premises, as further described on the preliminary System Site Plan attached as TESA Exhibit B (each, a "Charger"); (c) Related equipment and infrastructure installed at the Premises, consistent with TESA Exhibit B (collectively, "Infrastructure"; the Vehicles, Chargers, and Infrastructure, collectively, the "System"); and (d) The license to the Customer of Provider's intellectual property rights in the fleet management software platform that supports the System (the "Platform"), subject to the license terms set forth in the TESA.
4. Premises:	The Chargers and Infrastructure will be installed and operated at, and the Vehicles will be stored at, the real property and improvements thereon (the "Premises") owned and occupied by Customer and having a street address of: 720 S. Stewart Street, Quincy, FL 32351. TESA Exhibit B includes a preliminary plan ("System Site Plan") reflecting the layout of the System on the Premises. The preliminary System Site Plan is subject to revision

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Maintenance Credit and Reimbursement Rates:	related Vehicle towing, all in accordance with the TESA based on the following: (a) Reimbursable Labor Rate: \$55.00 per hour for Vehicle Repair; (b) Towing Cap: \$650.00 per Vehicle per tow; (c) Parts – reimbursement at cost, subject to coordination with Provider.
12. Existing Incentives:	An "Existing Incentive" means any of the following: (a) EPA Clean School Bus 2023 Grant in the amount of \$395,000.00/Vehicle, \$3,160,000.00 total; (b) Incentive Tax Credits equal to 30% of the eligible costs of Chargers and Infrastructure under Section 30C of the Inflation Reduction Act of 2022; and (c) Accelerated depreciation for Vehicles and Chargers. Existing Incentives shall be paid or credited to Provider. Each Party will comply with the Existing Incentive compliance requirements applicable to such Party set forth on TESA Exhibit D.
13. Interconnection Limit:	\$55,000.00 , which covers the "Interconnection Cost" (defined in the TESA) to connect the System to an on-Premises connection point and to interconnect from that point to the local electric utility system.
14. Governing Law; Venue:	This Purchase Order and the TESA shall be governed by and construed in accordance with the domestic laws of Florida without reference to any choice of law principles. The state courts of Florida and the federal courts sitting in Tallahassee, FL, shall have exclusive jurisdiction over any action or proceeding arising under the TESA, with venue lying in Tallahassee, FL.
15. Other:	See Customer Specific Provisions on TESA Exhibit E.

<<<End of Highland Scope of Services. Signature Page follows.



Awarded Contract

Contract # 051123-HEF

To place your order using this Quotation, please fill in the following required information and sign where indicated below.

BILLING INFORMATION

Name: Gadsden County Public Schools

Address: 35 Martin Luther King Jr. Blvd.
Quincy, FL 32351

Contact: _____
Phone: _____
Email: _____

Gadsden County Public Schools

SHIPPING INFORMATION

☐ Same as Billing

Name: Gadsden County Public Schools

Address: 720 S. Stewart Street
Quincy, FL 32351

Contact: _____
Phone: _____
Email: _____

Authorized Signatory Name (PRINT)

Title

Phone

Authorized Signatory's Signature

Date

Email

Remit signed Quotation/Orders to:

HEF-P Gadsden, LLC

c/o HIGHLAND ELECTRIC FLEETS, INC.

200 Cummings Center, Suite 273D, Beverly, MA 01915

SOURCEWELLORDERS@HIGHLANDFLEETS.COM

Transportation Equipment Services Agreement

This Transportation Equipment Services Agreement (“Agreement”) is made as of October __, 2025 (the “Effective Date”) between Gadsden County School District (“Customer”) and HEF-P Gadsden, LLC (“Provider;” each of Customer and Provider, a “Party”).

1. **Services.** Customer retains Provider to provide Services (defined below) for eight (8) Type C electric school buses, described on Exhibit A (“Vehicles”), together with charging stations (“Chargers”) and related infrastructure and equipment, including, in Provider’s discretion, battery energy storage systems and electricity generation facilities (“Infrastructure;” Vehicles, Chargers, and Infrastructure, collectively, the “System”). The System will be located at Customer’s premises (“Premises”) identified in the preliminary “System Site Plan” attached as Exhibit B. The “Services” mean:
 - a. **Consulting Services:** Planning and incentive support for fleet electrification;
 - b. **Procurement Services:** Specification and purchase of Vehicles, Chargers, and Infrastructure;
 - c. **Installation Services:** Design, permitting, installation, and interconnection of the System;
 - d. **Training Services:** System use training for Customer staff at times mutually agreed by the Parties;
 - e. **Charge Management Services:** Charging of Vehicles, payment for charging electricity, and access to Provider’s fleet management software platform (“Platform”) under the Platform License (defined below); and
 - f. **Operations Services:** During the vehicle operating period (VOP, as defined below), provision of Vehicles for operation by Customer, operation and maintenance of Chargers and Infrastructure, and reimbursement to Customer for Vehicle Repair Work (defined below) performed by Customer consistent with requirements of this Agreement.
2. **Term.** This Agreement will be effective (the effective period, the “Term”) from the Effective Date through the end of the Initial Term and any Extension Term (such terms, as defined below), subject to earlier termination as provided herein.
 - a. **“Initial Term”** means the period of twelve (12) Contract Years (defined below) beginning the date the System is operational (the “Operational Date”), as agreed pursuant to the certificate attached as Exhibit C (“Certificate”). Customer will be deemed to have agreed to the Operational Date set forth in a Certificate signed and delivered by Provider unless Customer delivers a written objection notice to Provider no later than 5 days after delivery to Customer of the draft Certificate.
 - b. **“Extension Term”** means any Extension Term, as to which the Parties agree in writing that this Agreement should continue and be effective. For any Extension Term, the Base Service Fee (defined below) or other provisions of this Agreement may be revised, if agreed.
 - c. **“Contract Year”** is a period of a 12-months in the Term that begins on the Operational Date or an anniversary thereof.
 - d. **Anticipated Operational Date.** Provider commits that the Operational Date will occur on or before the date that is 18 months after the Effective Date (“Anticipated Operational Date”), subject to extension for up to one (1) year for events beyond Provider’s reasonable control, including utility delay, Force Majeure Events (defined below), and System original equipment manufacturer (“OEM”) delay.
 - e. **Multiple Operational Dates.** If the System includes multiple Vehicles, the System may have multiple Operational Dates. The first such Operational Date will apply for purposes of the commitment in Section 2(d).
 - f. **“VOP”** means: (i) the periods on any day Customer’s school operations are in regular or summer session when Vehicles are operated on “Designated Routes” (defined below), excluding (A) at least 3 hours midday, and (B) either 6 hours at the start and end of a day or 12 hours between days; and (ii) Planned Excursions (defined below).
3. **Provider Performance Guarantees.**
 - a. **“Charger Uptime Guarantee”:** From and after the Operational Date, Provider guarantees that the Chargers will be Available (defined below) at least 97% of each Contract Year (“Availability Percentage”), subject to Permitted Exclusions (defined below). Chargers will be “Available” if they are capable of being operated to charge the Vehicles. For each 1% below the Availability Percentage that the Chargers are not Available in a Contract Year, Provider will pay or provide to Customer an “Availability Credit” equal to 1% of the aggregate Base Service Fee paid for that Contract Year. Provider may provide redundant charging stations at the Premises and rely on the redundant charger(s) to satisfy the Charger Uptime Guarantee when Chargers are not Available.
 - b. **“Route Readiness Guarantee”:** Provider guarantees that the entire System (including Infrastructure, Chargers, and Vehicles) and the Platform will be functioning effectively so that each Vehicle is charged sufficiently its first Designated Route (defined below) on each day of the VOP, excluding events beyond Provider’s reasonable control (such as Vehicle recall) and subject to Permitted Exclusions and Customer notice. Upon discovery of a System issue, including a Route Readiness Guarantee claim, Customer shall deliver notice to Provider identifying the System issue with reasonable detail. If Provider does not remedy a System issue that triggers the Route Readiness Guarantee

within 72 hours of receiving a Customer notice, Provider will pay or provide to Customer a “**Downtime Credit**” equal to **\$100.00/day** for each day in the VOP that the Route Readiness Guarantee is not satisfied for a Vehicle.

- c. “**Service Promise**”: Provider will (i) for each identified issue with the System noticed by Customer, provide a remote response on the same days as notice delivery or the next business day for notices received after 5:00 pm (ET), (ii) manage and oversee enforcement of Vehicle manufacturer and dealer warranties and work with Customer to coordinate Vehicle repairs, including implementing reporting and other processes with Customer to support timely repairs (including weekly status reports where applicable for major repairs), and (iii) implement periodic (at least semi-annual) Customer surveys and System operations reviews.
 - d. “**Permitted Exclusions**” mean (i) grid outages, blackouts, telecommunications or Internet outage or unavailability, and similar events, (ii) Customer acts or omissions (including Customer failure to properly plug a Vehicle into an in-service Charger port; failure to adhere to Designated Routes; facility or parking area construction requiring shut off; Vehicle accidents, theft, or vandalism; failure to provide reasonable access to Vehicles), (iii) Force Majeure Events; and (iv) scheduled preventive maintenance and testing (not to exceed 40 hours per Contract Year).
 - e. **Limitation**. The total amount of Availability Credits and Downtime Credits that may accrue and be payable for any Contract Year are capped at ten percent (10%) of the aggregate Base Service Fee paid for that Contract Year. If, but for this cap, the accrued Availability Credits and Downtime Credits would exceed such 10% threshold, then a Provider Default Event (defined below) would be deemed to occur.
4. **Base Service Fee**. In consideration of the Services, on the Operational Date and each anniversary of the Operational Date during the Term, Customer will pay to Provider, an annual fee per Vehicle equal to **\$17,000.00/Vehicle** (“**Base Service Fee**”), which amount will increase by the Escalator (defined below) for each Contract Year after the first Contract Year. The “**Escalator**” means an annual rate of **3%**, but if the Consumer Price Index (“**CPI**”), for the region including the Premises changes over a Contract Year by more than 6%, up or down, then the Escalator for the ensuing Contract Year (only) will be adjusted up or down by such annual percentage increase or decrease in the **CPI minus 6%**. Also, if electric utility rates for electricity provided to the Premises increase by more than **25%** over any period of 5 consecutive Contract-Years in the Term, then the Escalator for the ensuing periods of 5 years (or fewer as applicable) in the Term will be increased by the change in the electricity rates over the 5-year measurement period multiplied by 1/3.
5. **Incentives and Tax Credits**. Provider is entitled to the benefit of, and will retain all ownership interests in Tax Attributes and Incentives, including Existing Incentives, where:
- a. “**Incentive**” means (i) a payment (such as a rebate or grant, but excluding any “make ready” funding”) paid by a utility, regional grid operator, or governmental authority based in whole or in part on the cost, size, or operation of the System or any portion thereof, (ii) “make ready” or similar interconnection related funding, payment, or rebate provided by a utility with respect to the System or its interconnection or operation, and (iii) a performance-based credit or payment, based on the production, operation, or capacity of the System or any portion thereof;
 - b. “**Tax Attribute**” means (i) any federal or state investment tax credit, production tax credit, or similar tax credit, grant, or benefit, including those credits (or direct pay benefits) under Section 30C and Section 45W of the federal tax code, or other tax benefits under federal, state, or local law with respect to the upfront costs or operation of the System, and (ii) depreciation including any bonus or accelerated depreciation with respect to the System; and
 - c. “**Existing Incentive**” means each of the following:
 - i. EPA Clean School Bus 2023 Joint Application Grant in the amount of \$395,000.00 per Vehicle, \$3,160,000.00 total (“**EPA CSB Incentive**”);
 - ii. Incentive Tax Credits equal to 30% of the eligible costs of Chargers and Infrastructure under Section 30C of the Inflation Reduction Act of 2022 (“**IRA**”); and
 - iii. Depreciation of the System.

Each Party will comply with the Incentive requirements set forth on **Exhibit D**.

6. **Platform License; Intellectual Property.**

- a. **Intellectual Property**. As between Provider and Customer, Provider retains and reserves all right, title, and interest in and to the Platform. No rights are granted to Customer in the Platform hereunder except as expressly set forth in this Agreement.
- b. **Grant of License in Platform**. Provider hereby grants to Customer a royalty-free, non-assignable, non-transferable, and non-exclusive license (“**Platform License**”) for Customer’s personnel, commencing the Operational Date and for the balance the Term, to access and use the Platform to perform its transportation operations.
- c. **Data**. Data regarding the operational state of and performance of System and Vehicle shall be the property of Provider. However, data specific to any Vehicle may only be published by Provider on an anonymized basis. Data regarding use of any Vehicle shall be made available to Customer, and is hereby licensed to, Customer on a non-exclusive, worldwide, royalty-free basis, and may be used by Customer for its transportation operations. Data

collected by any cameras installed on any Vehicle (“**Customer Content**”) shall be the property of Customer; provided that, at the request of Provider, and subject to applicable law, Customer may provide access to Customer Content to Provider.

- d. **Use Limitations.** Customer shall not, and shall not permit any users accessing the Platform by, for, or through, Customer to: (i) copy, modify, or create derivative works of the Platform; (ii) sell, license, sublicense, assign, or otherwise transfer the Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component or source code or algorithms of the Platform; (iv) circumvent security measures in the Platform; or (v) remove any proprietary notices from the Platform.

7. **Vehicle and System Operation.**

- a. **Operations Covenants.** Commencing the Operational Date for a Vehicle and throughout the balance of the Term, Customer will:

- i. operate each Vehicle only on its Designated Routes during the VOP and for Planned Excursions; (B) as necessary to perform Repair Work; and (C) consistent with Prudent Vehicle Practices (defined below);
- ii. not directly or indirectly, modify, repair, move, or otherwise tamper with the Vehicle in any manner, except as necessary to perform Repair Work consistent with this Agreement;
- iii. be responsible for (A) ensuring that appropriately trained Customer employees properly plug and unplug the Vehicles from the Chargers when not in use by Customer during the VOP; and (B) restricting access of third parties, passengers, and other unauthorized personnel to the System, except as contemplated by this Agreement;
- iv. at its own expense (subject to Provider reimbursement obligations for Vehicle Repair Work and consistent with Provider reasonable requests), keep each Vehicle properly registered and licensed in Customer’s name;
- v. at its own expense, keep each Vehicle insured in accordance with applicable law and this Agreement;
- vi. ensure the Vehicle is driven only by properly licensed and trained personnel (each, a “**Driver**”);
- vii. be responsible for the safe loading, supervision, and transportation of passengers with respect to Vehicles;
- viii. not operate the Vehicle for more than 10,800 miles in a Contract Year (“**Annual Mileage Allowance**”);
- ix. not operate a Vehicle on a route that extends more than 60 miles away from the Premises in any direction, unless Customer and Provider have agreed in advance on how the Vehicles will be charged during such operation so that the state of charge on the Vehicle is never below 10%;
- x. use reasonable efforts, in collaboration with Provider, to support charge management, including moving a Vehicle to plug into an in service Charger port, including a redundant charging station port;
- xi. not transfer, sublease, or assign the Vehicle, or permit any person, except Drivers or Provider- or OEM-authorized agents in connection with Repair Work, to drive the Vehicles.

Except for Customer’s operation of the Vehicles and use of and access to the System in accordance with the above operating parameters, Provider shall have charge over, and control of, the System.

- b. **Time of Use Fee.** Customer will pay Provider a “**Time of Use Fee**” equal to \$3.00/hour for each hour outside of the VOP that Customer or its agent fails to plug a Vehicle into a Charger.
- c. **Excess Mileage Fee.** Customer will pay Provider an “**Excess Mileage Fee**” equal to \$50.00/mile for each mile a Vehicle is operated in excess of 2x the Annual Mileage Allowance over a period of 2 consecutive Contract Years. To avoid Excess Mileage Fees, Customer will rotate Vehicle routes year-over-year so that the average annual mileage of a Vehicle measured over two consecutive Contract Years does not exceed the Annual Mileage Allowance.
- d. **Route Planning.** Prior to the Anticipated Operational Date, and prior to each anniversary of the Operational Date, the Provider and Customer will meet to determine the regular routes and schedule for each Vehicle within the VOP (each a “**Designated Route**”) based on which Customer will operate the Vehicle during the ensuing Contract Year. Customer will follow Provider’s reasonable route-planning guidance to ensure the safe operation of the Vehicles. Subject to the foregoing, by 48 hours’ advance written notice to Provider, Customer may update the Designated Route for a Vehicle.
- e. A “**Planned Excursion**” means operation of a Vehicle by Customer other than to serve a Designated Route for such Vehicle that (i) is a single trip out and back to the Premises; (ii) is for transportation of passengers and Customer personnel for extraordinary activities; (iii) Customer provides Provider with at least 48 hours’ advance written notice of such planned Vehicle use, identifying total anticipated mileage, time of day, and day of week details; and (iv) both the timing and mileage of the proposed trip allow for charging the Vehicle for its Designated Routes.
- f. “**Prudent Vehicle Practices**” means those practices and processes in connection with Vehicle charging, operation, and repair that: (i) are consistent with electric vehicle industry and school bus industry best practices, (ii) comply with applicable OEM recommendations and requirements; (iii) conform to the requirements necessary to preserve the OEM Vehicle warranty; and (iv) comply with all applicable federal, state, and local laws and requirements.

- g. **Provider Use of the System.** Subject in all cases to its obligations to provide the Services to Customer, including to make the Vehicles available during the VOP, including for Planned Excursions, Provider may use the System to participate in, among other things, utility demand response and vehicle-to-grid dispatch programs, ISO-level frequency regulation and other wholesale market dispatch, and grid services activities, at its sole discretion (“**Grid Services**”). Throughout the Term, the Provider shall have access to the Platform and, without limitation, will use the Platform to access and analyze Vehicle and Charger operational data, Vehicle state of charge, faults, maintenance status, Vehicle location (GPS), Vehicle speed, and Charger electricity use. Provider has the right: (i) to install at the Premises or on any System component, use, operate, repair, replace, and remove equipment (collectively, “**Provider Equipment**”) that may be included as part of, that is related to, or that may serve any Vehicle or any other component of the System; and (ii) to install at the Premises or on or within a Vehicle or other System component, use, operate, maintain, repair, replace, and remove any storage container, vault, or other facility (each, a “**Storage Facility**”) that may be used to store Provider equipment, tools, or materials used or useful in providing Services or for electric vehicle, charger, or related parts, infrastructure components or material. The Provider Equipment and any Storage Facility may also be referred to collectively as “**Provider Facilities.**” The Provider’s rights with respect to Provider Facilities are expressly conditioned on the use, operation, maintenance, repair, replacement, or removal thereof: (1) complying with applicable law and, as applicable, Prudent Vehicle Practices, and (2) supporting and not interfering with, or inhibiting, the provision of Services and the use of the System by the Customer contemplated by this Agreement. Provider is permitted by this provision to install, operate, repair, replace, and remove from any Vehicle, enhanced telematics, air quality monitors, and Wi-Fi hotspots. Provider shall own and shall bear all risk of loss (excluding Customer-caused damage) and benefit from Provider Facilities and shall maintain Provider Facilities in good condition, reasonable wear and tear excepted. To the extent Provider removes the System from the Premises at the end of the Term or otherwise, unless otherwise agreed by Customer, Provider also shall remove all Provider Facilities from the Premises.

8. **Maintenance.**

- a. **System Maintenance Generally.** Provider is responsible for all operation and maintenance, and related costs, for the Infrastructure and Chargers. Subject to Provider’s reimbursement obligations for Repair Work described in this **Section 8**, Customer is responsible for all inspection, maintenance, and repair of the Vehicles in accordance with this Agreement.
- b. **Vehicle Maintenance and Reimbursement.**
- i. **Reimbursable Repair Work.** Subject to Provider’s reimbursement obligations, Customer shall perform, permit Provider to perform, or cause a qualified vehicle service provider to perform, all inspections, maintenance, and repairs of each Vehicle consistent with the requirements of this Agreement (“**Repair Work**”). Customer shall self-perform all Repair Work, except those Repair Work items that Customer personnel is not qualified to perform or that require service at a third-party facility. Repair Work shall be performed in accordance with applicable Prudent Vehicle Practices. For the avoidance of doubt, Customer assumes all responsibility for the operation of each Vehicle before, during and after any Repair Work for such Vehicle. Based on timely completion of monthly Repair Work reporting by Customer, Provider shall reimburse Customer for Repair Work and parts performed by, or paid for by, Customer as follows: at a rate of **\$55.00/hour** for each labor hour of Repair Work, whether performed by Customer personnel or outside personnel subject to any SRT (defined below), and reimbursement for parts required to perform Repair Work at Customer’s reasonable cost. Provider’s reimbursement for a part required to perform Repair Work shall be at the lowest of: the Customer’s cost for the part, the applicable manufacturer suggested retail price for the part, or the price for the part reasonably available from Provider or a Provider-designated supplier.
- ii. **Standard Repair Time.** From time to time during the Term, Provider may deliver to Customer a written listing of standard repair times (“**SRT**”) for standard Repair Work based on OEM recommendations, Prudent Vehicle Practices, or Provider’s demonstrated experience with such repairs, and Customer shall use reasonable efforts to perform Repair Work consistent with the applicable SRT. Provider shall have no obligation to reimburse Customer for Repair Work in excess of the applicable SRT.
- iii. **OEM Warranty.** If any OEM Vehicle warranty (“**OEM Warranty**”) applies to or would cover any Repair Work subject to reimbursement under this Agreement, then to the extent necessary in Provider’s discretion, Provider may enforce rights under the applicable OEM Warranty for the purpose of securing OEM coverage of the applicable Repair Work under such OEM Warranty. Provider shall have the sole right to pursue any claims under OEM Warranties and such other warranties as may apply to the Vehicles. To the extent any Repair Work is covered by an OEM Warranty, Customer shall perform or shall cause to be performed, such Repair Work consistent with the requirements applicable to the relevant OEM Warranty and Customer shall be responsible for any Customer acts or failures that cause an OEM Warranty to be violated or not timely fulfilled. To the extent an OEM pays for Repair Work, including parts, under an OEM Warranty, including through paying or reimbursing

- Customer for such Repair Work or by paying a third-party service provider for the Repair Work, then Provider shall have no obligation to reimburse the Customer for such Repair Work.
- iv. *Towing.* To the extent that, other than due to Customer-caused damage, as required by Prudent Vehicle Practices, any Vehicle must be towed to the Premises or to the location of a third-party Vehicle repair service provider, if the Customer is not capable (under Prudent Vehicle Practices) to perform the required repairs, then Provider shall pay for, or shall reimburse Customer for, the cost of such tow, up to a maximum amount per tow equal to **\$650.00** ("**Towing Cap**"). Customer shall be responsible for arranging and paying for any Vehicle tow due to Customer-caused damage or Customer's failure to operate a Vehicle or other System component as required by this Agreement.
 - v. *Inspections.* Each Contract Year during the Term, as part of its obligation to perform Repair Work for Vehicles, Customer shall submit each Vehicle for Inspections (defined below) and shall perform preventative maintenance and repairs on such Vehicle in accordance with Prudent Vehicle Practices and as otherwise may be required to enable such Vehicle to successfully pass or satisfy all applicable Inspection criteria. Upon satisfactorily passing any Inspection, Customer will deliver to Provider documentary proof thereof. The SRT for annual preventative Repair Work and Inspections generally should not exceed 15 hours. "**Inspections**" means such inspections required by Prudent Vehicle Practices to maintain Vehicle operability.
 - vi. *Reporting.* No later than the fifteenth day of any calendar month after the Operational Date, Customer will deliver to Provider a written report, in form mutually agreed by Customer and Provider, detailing the Repair Work performed by or at the request of Customer for which Customer seeks reimbursement under this Agreement or for Customer-Caused Repairs (defined below), including the nature or cause of the Repair Work, the date(s) the Repair Work was performed, the number of labor hours expended on such Repair Work, the person(s) performing the Repair Work, the parts procured and used to perform the Repair Work, and the documented cost of such parts. Customer will provide Provider access to maintenance records, labor time, and required parts receipts and specifications for each Vehicle and will collaborate with Provider as to the timing, location, and substance of Repair Work.
 - vii. *Customer-Caused Repairs.* Customer shall bear the cost of any service, inspection, or repairs for a Vehicle (collectively, "**Customer-Caused Repairs**") resulting from (i) damage to a Vehicle or the System caused by Customer, its agents, employees, contractors, Drivers, or passengers, (ii) Customer's use of the any Vehicle, or any other action or inaction of the Customer, that voids the OEM Warranty for such Vehicle or is outside of the Prudent Vehicle Practices, or (iii) Customer's failure to timely perform or cause to be timely performed any Repair Work. Provider shall have no obligation to reimburse Customer for Customer-Caused Repairs. Further, Provider may delay reimbursement of any Repair Work until all relevant data, including OEM Warranty data and clarification as to whether the work covered by the report is a Customer-Caused Repair, is provided by Customer.
 - viii. *Provider Support. Parts and Warranty Management Strategy.* Provider shall advise Customer regarding broader electric fleet management, maintenance, and repair strategy, and coordinate maintenance, repair, and related service escalations with Customer's third-party servicers, including facilitating OEM warranty enforcement.

9. System Site Plan: Premises.

- a. *System Site Plan.* Provider may propose adjustments to the design, equipment, or layout of the System at the Premises or any on-site installation schedule so that the preliminary System Site Plan attached as **Exhibit B** is no longer materially accurate. Prior to implementing any such change, Provider shall deliver to Customer an updated plan for the System at the Premises. Customer shall have ten (10) days after receipt of any design update to (i) approve or disapprove such updated design and (ii) notify Provider of any site conditions or technical, electrical, or structural impediments known to Customer which could reasonably be anticipated to prevent, delay or add cost to the System installation. Customer's failure to respond within such ten (10) day period shall be deemed approval of such updated System design. If Customer disapproves an updated design of the System at the Premises, Provider shall use commercially reasonable efforts to modify the design and resubmit it for Customer's approval. Any updated System design at the Premises that is agreed by Customer and Provider shall be deemed the "**System Site Plan**" hereunder and shall replace and supersede any prior System Site Plan. If any design modifications requested by Customer render the System or any component thereof non-viable or require additional expense by Provider, in Provider's reasonable judgment, Provider may terminate this Agreement by providing thirty (30) days' prior written notice to Customer, in which case neither Party shall be liable for any damages in connection with such termination. Provider may, at its discretion, upon written notice to Customer, swap any System component for a functionally equivalent System component and may add additional Chargers and Infrastructure at the Premises within the area(s) on the System Site Plan designated for stationary System equipment, at no additional cost to Customer. Provider shall have no obligation to obtain Customer approval of immaterial changes to the System Site Plan; provided, that, within thirty (30) days after completion of all Installation Services, Provider will deliver to Customer a final, as-built

- System Site Plan, reflecting the as-installed System with all such immaterial changes.
- b. **Conditions Precedent.** If any Condition Precedent (defined below) is not timely satisfied, then, for thirty (30) days following written notice from Provider to Customer delivered within sixty (60) days after the failure of such Condition Precedent, the Parties shall attempt to negotiate an adjustment to the Base Service Fee applicable as of the Operational Date or, if later, applicable as of the date such Condition Precedent is not satisfied. After such thirty (30) day negotiation period, either Party that participates in such negotiations in good faith may terminate this Agreement by providing ten (10) days' prior written notice to the other Party, provided that this Agreement shall not terminate if, prior to the expiration of such 10-day period, the Provider withdraws its negotiation request in writing. Neither Party shall be liable for any damages in connection with such termination. The following conditions (each a "**Condition Precedent**") shall be satisfied:
- i. The total cost payable by Provider, after any make-ready or similar interconnection-related Existing Incentive, to connect the System to an on-Premises connection point and to interconnect from that point to the local electric utility system, including fees and reimbursements payable to the local electric utility, and the cost of electrical equipment, materials, and labor ("**Interconnection Cost**") shall not exceed **\$55,000.00**
 - ii. Provider shall have no obligation to provide a payment or performance bond or pay prevailing wages;
 - iii. Each permit, license, approval, authorization, service agreement, or similar permission or agreement (each, an "**Approval**") from a federal, state, or local government authority, agency, department, commission, board, instrumentality, official, court, or tribunal that has jurisdiction (a "**Governmental Authority**") or utility that is required pursuant to applicable law, applicable code (including building, electrical, or similar), or in the reasonable judgment of the Provider to install, interconnect, start-up, or operate the System at the Premises shall have been secured for the System, on a timely basis and without any condition or requirement that a change should be made to the System or the System Site Plan attached as **Exhibit B**;
 - iv. All applicable Existing Incentives for the System shall have been timely secured and received by Provider;
 - v. Unforeseeable sitework at the Premises shall not be required to complete the Installation Services; and
 - vi. Customer has not provided inaccurate or incomplete information concerning the Premises or made requests for changes to the System, its location, or related facilities on the Premises that, in either case, increase the cost to Provider to perform Installation Services or extend the schedule for performance of Installation Services.
- c. **Access Rights.** Customer represents and warrants that, as of the Effective Date, Customer occupies, uses, and controls the Premises (through fee title ownership, easement rights, lease, or similar) and Customer represents that, throughout the Term, Customer will control, use, and occupy the Premises in substantially the same manner as Customer's use and occupancy as of the Effective Date. Customer, as owner of the Premises, or with full permission from the owner of the Premises (the "**Landowner**"), if other than Customer, hereby grants to Provider and to Provider's agents, employees, contractors, subcontractors, and the utility serving the Premises a non-exclusive, royalty free, license running with the Premises (the "**Non-Exclusive License**") for access to, on, over, under and across such Premises from the Effective Date until the date that is ninety (90) days following the date of expiration or earlier termination of the Term (the "**License Term**"), for the purposes of performing the Services and all of Provider's obligations and enforcing all of Provider's rights set forth in this Agreement and otherwise as required by Provider in order to effectuate the purposes of this Agreement, including performing due diligence of the Premises. In addition, Customer, as the owner of the Premises, or with full permission from the Landowner, hereby grants to Provider an exclusive, sub-licensable license running with the Premises during the License Term (the "**Exclusive License**," and together with the Non-Exclusive License, the "**Licenses**") for the sole purposes of installation, operation, use, repair, and removal of the Vehicles, Chargers, Infrastructure, and any Provider Facilities on the Premises. To the extent Customer does not own the Premises, Customer will use commercially reasonable efforts to secure from the Landowner of such Premises, written consent to the Licenses and contemplated uses associated with the Licenses prior to the initiation of Installation Services at the Premises. In connection with the access rights under the Licenses, and to ensure prompt performance of repairs, emergency response, and to mitigate risk of property losses associated with the System, Customer shall provide to Provider and its agents 24/7 access to the Premises (including provision of keys or gate pass codes).
- d. **End of Term; Removal.** The Parties agree to meet at least one (1) year prior the end of the Initial Term or, as applicable, the Extension Term or as soon as practicable upon the earlier termination of this Agreement in order to discuss the use of the components of the System in connection with Customer's future transit plans. Customer will endeavor to use such System components in connection with any future electrical vehicle operations, to the extent practicable and upon agreement to a reasonable purchase or lease arrangement with Provider, but in no event shall Customer or Provider be obligated to enter into any such arrangement. Unless such arrangement is entered into, during the 90-day period following the last day of the Initial Term or, as applicable, the Extension Term, (i) Customer shall take all such action as reasonably necessary to repair, clean, and restore the Vehicles included in the System consistent with Prudent Vehicle Practices so that such Vehicles are fully operational and in a good state of repair, reasonable wear and tear excepted; and (ii) Provider shall, at its expense and in a reasonably diligent manner,

- (A) decommission and remove from the Premises all above-ground property comprising the System and Provider Facilities, and (B) return to substantially original condition (excluding ordinary wear and tear) any portion of the Premises that was impacted by the above-ground components of the System or any Provider Facilities and System decommissioning. Customer must provide access, space, and cooperation as reasonably necessary to facilitate System decommissioning and any removal of the above-ground components of the System or any Provider Facilities. If Provider fails to remove or commence substantial efforts to remove the Chargers, Infrastructure, and any Provider Facilities as required by this provision, Customer may, at its option, remove such Chargers, Infrastructure, and Provider Facilities to a public warehouse and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's cost.
- e. **Environmental.** Customer represents that there are no Hazardous Substances (defined below) present on, in or under the Premises in violation of any applicable law. Customer shall not introduce, store, discharge, manage or use any Hazardous Substances on, in or under the Premises in violation of any applicable laws, legal requirements, or Provider's maintenance obligations. In the event of the discovery of Hazardous Substances on, in or under the Premises, Customer shall comply with all applicable laws relating thereto. In no event shall Provider be responsible for Hazardous Substances on or migrating from the Premises arising from or related to acts or omissions that were not caused by Provider. The provisions of this **Section 9(e)** shall survive the termination or expiration of this Agreement. Each Party shall promptly notify the other Party if it becomes aware of any Hazardous Substance on or about the Premises generally or any deposit, spill or release of any Hazardous Substance. "**Hazardous Substance**" means any chemical, waste, or substance (a) that now or hereafter becomes defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," "pollution," "pollutants," "regulated substances," or words of similar import under laws pertaining to environment, health, safety or welfare, (b) that is declared to be hazardous, toxic, or polluting by a Governmental Authority, (c) exposure to which is now or hereafter prohibited, limited or regulated by a Governmental Authority, (d) the storage, use, handling, disposal or release of which is restricted or regulated by a Governmental Authority, or (e) for which remediation or cleanup is required by a Governmental Authority.
10. **Ownership and Risk of Loss.** As between Provider and Customer, Provider (including, for this purpose, a Provider affiliate or Financing Party (defined below)) shall be the legal and beneficial owner of the System, and the System will remain the personal property of Provider (or its affiliate or Financing Party) and no part of the System will attach to or be deemed a part of, or fixture to, the Premises. Risk of loss of the System, including the Vehicles (only while parked), Chargers, and Infrastructure shall be borne by Provider. Customer shall own and bear risk of loss and liability associated with cameras installed on the Vehicles (if provided on **Exhibit A**) and shall bear risk of loss associated with driving of the Vehicles by Customer, including for acts or failures of its Drivers or others under control of Customer, and for passengers.
11. **Insurance.** During the Term, the Parties shall comply with the insurance provisions below.
- a. **Insurance – Customer** Subject to update depending on Premises location. Customer shall maintain or ensure the following is maintained (i) commercial general liability insurance with coverage of at least \$1,000,000 per occurrence and \$2,000,000 general aggregate; (ii) automobile liability insurance and physical damage covering all Vehicles with coverage of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 general aggregate, including collision coverage on a replacement cost basis; (iii) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability and automobile policies with limits of at least \$5,000,000 per occurrence; (iv) employer's liability insurance with coverage of at least \$1,000,000; and (v) workers' compensation insurance as required by law. Provider, its parent, its subsidiaries, and its affiliates shall be named as a loss payee on Customer's property insurance policy and as additional insureds on all other insurance required by this **Section 11**, other than employer liability and workers compensation insurance. Each of the foregoing Customer insurance policies shall include a waiver of subrogation in favor of Provider, its parent, its subsidiaries, and its affiliates and the coverage under each Customer policy shall be "primary coverage" for the protection of Customer and Provider, as additional insured or loss payee, notwithstanding any other coverage carried by Customer or Provider protecting against similar risks. Customer shall assure that each Driver is covered under the Customer's liability and employer/ workers compensation insurance policies. If the minimum financial responsibility applicable to Customer as operator of the Vehicles, whether imposed by applicable law or by Governmental Authority, exceeds the Customer insurance minimums in this Agreement, Customer must obtain and maintain the insurance at such higher, required levels.
- b. **Insurance – Provider.** Provider shall maintain (or have maintained on its behalf) the following insurance policies, covering the activities of Provider under this Agreement: (i) property insurance for the Vehicles while parked (i.e. comprehensive auto coverage), the Infrastructure, and the Chargers; (ii) commercial general liability insurance with

coverage of at least \$1,000,000 combined single limit per occurrence and \$2,000,000 annual aggregate; (iii) umbrella form excess liability insurance in excess of the limits provided by the commercial general liability policy with limits of at least \$5,000,000 per occurrence and annual aggregate; (iv) employer's liability insurance with coverage of at least \$1,000,000; and (v) workers' compensation insurance as required by law. Provider's insurance will not be called upon to respond to or cover Customer's negligence or willful misconduct.

- c. **Additional Requirements of Customer and Provider.** Customer, its Drivers, and its agents will cooperate with Provider and any of Customer's or Provider's insurance carriers in the investigation, defense, and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or any action is commenced for death, personal injury, or property damage resulting from the ownership, maintenance, use or operation of any Vehicle; each Party will promptly notify the other Party of such action or claim and will forward to the other Party a copy of every demand, notice, summons, or other process received.
- d. **Damage to or Destruction of System.** Customer shall notify Provider immediately of any insurable claims (e.g., damage, destruction) affecting the System of which Customer becomes aware. If the System is substantially damaged or destroyed, other than due to a Default Event (defined below) by Provider, Provider will have the right, exercisable upon written notice to Customer, to terminate this Agreement or to repair and restore the System and, if applicable, receive from Customer the proceeds of any insurance maintained by Customer that cover the loss relating to such System damage or destruction. Subject to the preceding sentence, insurance proceeds shall be applied to prompt repair, restoration, or replacement of the applicable System components. If Provider elects to repair and restore the System, the Parties will work in good faith to promptly agree on a scope of work and schedule for repair and restoration work and, as applicable, and adjustments to the Term and Base Service Fee. Each Party shall be responsible for any insurance deductibles, except in the case of claims resulting from the other Party's negligence or breach of this Agreement, in which case such other Party shall be responsible for payment of the insured Party's deductible for any responding insurance. In the event such proceeds are insufficient to accomplish such repair, restoration or replacement due to Customer's failure to comply with the terms of the applicable insurance policies or with this Agreement, Customer shall be financially responsible for any additional funds required to complete the necessary work.

12. **Default, Remedies and Damages.**

- a. **Default.** Any Party that fails to perform its responsibilities as listed below or experiences any of the circumstances listed below is deemed a "**Defaulting Party**," the other Party is the "**Non-Defaulting Party**" and each of the following is a "**Default Event**":
 - i. failure of a Party to pay any amount due and payable under this Agreement, other than an amount that is subject to a good faith dispute, within ten (10) days following receipt of written notice from the Non-Defaulting Party of such failure to pay ("**Payment Default**");
 - ii. failure of a Party to perform any material obligation under this Agreement or other provision of this Agreement not addressed elsewhere in this Section 12 within ninety (90) days following receipt of written notice from the Non-Defaulting Party demanding such cure; provided, that if the Default Event cannot reasonably be cured within ninety (90) days and the Defaulting Party has demonstrated prior to the end of that period that it is diligently pursuing such cure, the cure period will be extended for a further reasonable period of time, not to exceed one hundred eighty (180) days;
 - iii. any representation or warranty given by a Party under this Agreement, was incorrect in any material respect when made and is not cured within sixty (60) days following receipt of written notice from the Non-Defaulting Party demanding such cure;
 - iv. a Party becomes insolvent or is a party to a bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or any general assignment for the benefit of creditors or other similar arrangement or any event occurs or proceedings are taken in any jurisdiction with respect to the Party which has a similar effect (or, if any such actions are initiated by a third party, such action(s) is (are) not dismissed within sixty (60) days); or
 - v. in the case of Customer as the Defaulting Party only, Customer (A) loses its rights to access, operate, maintain, repair, or otherwise use any Vehicle under this Agreement whether at the Premises or otherwise, (B) loses its rights to access, use, occupy, and enjoy the Premises; or (C) prevents Provider from performing any material obligation under this Agreement with respect to this Agreement unless such action by Customer (I) is permitted under this Agreement, or (II) is cured within ten (10) days after written notice thereof from Provider.
- b. **Remedies.**
 - i. Upon the occurrence and during the continuation of a Default Event by Customer, including a Payment Default, Provider may suspend performance of its obligations under this Agreement until the earlier to occur of (A) the date that Customer cures the Default Event in full, or (B) termination of this Agreement. Provider's rights

under this **Section 12(b)** are in addition to any other remedies available to it under this Agreement, at law, or in equity.

ii. Upon the occurrence and during the continuation of a Default Event, the Non-Defaulting Party may terminate this Agreement, by providing five (5) days' prior written notice to the Defaulting Party.

iii. Upon a termination of this Agreement due to a Default Event by Customer, Customer shall pay to Provider, as a reasonable estimate of Provider's damages, and not as a penalty, a termination payment in accordance with **Exhibit A**. In addition, upon termination of this Agreement due to a Default Event, and subject to **Section 13**, the Non-Defaulting Party may exercise any other remedy available at law or equity or under this Agreement, including recovery of all reasonably foreseeable damages.

13. Hold Harmless and Limitations of Liability.

a. **General.** Each Party (the "**Covering Party**") shall defend, and hold harmless the other Party, its affiliates, and their respective officers, agents and employees (collectively, the "**Covered Parties**"), from and against any loss, damage, expense, liability and other claims, including court costs and reasonable attorneys' fees (collectively, "**Liabilities**") resulting from any Claim (as defined below) relating to a breach by the Covering Party of its obligations under this Agreement, or injury to or death of persons, and damage to or loss of property, to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Covering Party (or its contractors, agents, or employees) in connection with this Agreement; provided, that nothing herein will require the Covering Party to cover the Covered Parties for any Liabilities to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the Covered Party. Such indemnification shall only be to the extent permissible by Florida Law. Nothing in this provision shall waive any defense of sovereign immunity, or increase the limits of liability against the Customer as set out under the laws of Florida.

b. **Notice and Participation in Third Party Claims.** The Covered Party shall give the Covering Party written notice with respect to any Liability asserted by a third party (a "**Claim**"), as soon as possible upon the receipt of information of any possible Claim or of the commencement of such Claim. The Covering Party may assume the defense of any Claim, at its sole cost and expense, with counsel designated by the Covering Party and reasonably satisfactory to the Covered Party. The Covered Party may, however, select separate counsel if both Parties are defendants in the Claim and such defense or other form of participation is not reasonably available to the Covering Party. The Covering Party shall pay the reasonable attorneys' fees incurred by such separate counsel until such time as the need for separate counsel expires. The Covered Party may also, at the sole cost and expense of the Covering Party, assume the defense of any Claim if the Covering Party fails to assume the defense of the Claim within a reasonable time. Neither Party may settle any Claim covered by this **Section 13** unless it has obtained the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. The Covering Party has no liability under this **Section 13** for any Claim for which such notice is not provided if the failure to give notice prejudices the Covering Party.

c. **Limitations of Liability.**

i. Except with respect to Claims and claims concerning Hazardous Substances pursuant to this **Section 13**, neither Party nor its directors, officers, shareholders, partners, members, managers, agents, employees, subcontractors, or suppliers will be liable for any special, punitive, exemplary, indirect, or consequential damages, whether foreseeable or not, arising out of, or in connection with, this Agreement; provided, that the foregoing limitations shall not apply to: (a) liabilities arising from fraud, gross negligence, or willful misconduct by a Party; or (b) losses and liabilities arising with respect to the clawback or recapture of any Incentive awards which, for the avoidance of doubt, shall constitute direct damages under this Agreement. Any amount incurred by Provider upon Default Event by Customer to prepay any debt incurred by Provider to finance any Vehicle or other System asset pursuant to this Agreement shall be Provider's direct damages.

ii. Except with respect to Claims and claims concerning Hazardous Substances pursuant to this **Section 13**, Provider's aggregate liability under this Agreement arising out of or in connection with the performance or non-performance hereof cannot exceed the payments made by Customer to Provider in the immediate two (2) years during the Term prior to the related Claim. The provisions of this **Section 13** will apply whether such liability arises in contract, tort, strict liability, or otherwise.

d. **EXCLUSIVE REMEDIES.** TO THE EXTENT THAT THIS AGREEMENT SETS FORTH SPECIFIC REMEDIES FOR ANY CLAIM OR LIABILITY, AND SUCH REMEDIES ARE EXPRESSLY STATED TO BE EXCLUSIVE REMEDIES, SUCH REMEDIES ARE THE AFFECTED PARTY'S SOLE AND EXCLUSIVE REMEDIES FOR SUCH CLAIM OR LIABILITY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

e. **Comparative Negligence.** Where negligence is determined to have been joint, contributory, or concurrent, each Party shall bear the proportionate cost of any Liability.

14. **Force Majeure.** If either Party is unable to timely perform any of its obligations (other than payment obligations) under this Agreement in whole or in part due to a Force Majeure Event, that Party will be excused from performing such obligations for the duration of the time that such Party remains affected by the Force Majeure Event; provided, that such Party uses commercially reasonable efforts to mitigate the impact of the Force Majeure Event and resumes performance of its affected obligations as soon as reasonably practical. The Party affected by the Force Majeure Event shall notify the other Party as soon as reasonably practical after the affected Party becomes aware that it is or will be affected by a Force Majeure Event. If the Force Majeure Event occurs during the Term and impacts the ability of Provider to provide Services to Customer, the Term will be extended by a day for each day delivery is suspended due to the Force Majeure Event. A “**Force Majeure Event**” means any event or circumstance beyond the reasonable control of and without the fault or negligence of the claiming Party which prevents or precludes the performance by the claiming Party of its obligations under this Agreement (other than payment) and which, subject to the foregoing, may include an event or circumstance due to: an act of god; war (declared or undeclared); sabotage; cyberattack attack; piracy; civil unrest or disturbance; fire; earthquake; abnormal weather condition or actions of the elements; epidemic or pandemic; animals; the failure to act on the part of any Governmental Authority (including, without limitation, delays in permitting not caused by actions or omissions of the Party seeking such permit); unavailability of electricity from the utility grid and material delays in utility work associated with interconnecting to the grid and distribution of electricity to and from the applicable Premises; and failure or unavailability of equipment or supplies outside of Provider’s control or due to a Force Majeure Event.
15. **Assignment and Financing.**
- a. **Assignment.**
- i. Subject to the remainder of this **Section 15(a)**, this Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed. Customer may not withhold consent to an assignment proposed by Provider where the proposed assignee, itself or in conjunction with its affiliates and contractors, has the financial capability necessary to meet Provider’s obligations under this Agreement, provided that the proposed assignee shall not be required to have financial capability or experience greater than that of Provider immediately prior to such assignment.
 - ii. Notwithstanding **Section 15(a)(i)**, Provider may, without the prior written consent of Customer, assign, mortgage, pledge or otherwise directly or indirectly assign its interests in this Agreement to (A) any Financing Party (as defined in **Section 15(b)**), (B) any entity through which Provider is obtaining financing from a Financing Party, (C) any affiliate of Provider, including any related titling trust, or any person succeeding to all or substantially all of the assets comprising any System, or (D) a third party financial owner of a System, provided that Provider or its asset management affiliate remains the asset manager of the applicable System. Provider shall not be released from liability hereunder as a result of an assignment under subsections (C) or (D) hereof unless the assignee assumes Provider’s obligations hereunder by binding written instrument. The rights of Provider under this **Section 15(a)(ii)** do not include the right to impose a lien or other encumbrance on the real property of Customer.
- b. **Financing.** The Parties acknowledge that Provider may obtain debt or equity financing or other credit support from lenders, investors or other third parties (each, a “**Financing Party**”) in connection with the installation, construction, ownership, and repair of a System, and, as a result thereof, may grant a lien on or security interest in all or any part of the System and its rights under this Agreement (including any rights to payment of amounts hereunder). Customer acknowledges that a Financing Party may possess an ownership or security interest in the System, or component thereof, and in Provider’s right to proceeds, rental and other payments under this Agreement. Provider’s rights under this Agreement are subject and subordinate to the rights of the Financing Party under the documents evidencing Provider’s obligations to Financing Party. In furtherance of Provider’s financing arrangements and in addition to any other rights or entitlements of Provider under this Agreement, Customer shall deliver to Provider reasonable evidence of Customer’s authority to enter into and perform this Agreement (for example, a copy of the authenticated, final approving resolution of the Customer’s governing body) and Customer shall timely execute any consents to assignment (which may include notice, cure, attornment and step-in rights) or estoppels and negotiate any amendments to this Agreement that may be reasonably requested by Provider or the Financing Parties; provided, that such estoppels, consents to assignment, or amendments do not alter the fundamental economic terms of this Agreement or interfere with Customer’s use of the System under this Agreement in accordance with this Agreement. Provider agrees to reimburse Customer for its expenses for any such estoppel or consent to assignment related to a financing transaction, not to exceed five thousand dollars (\$5,000). The Parties expressly agree that Financing Party is and shall be a third-party beneficiary under this **Section 15**.

- c. **Lender Step-In Right.** Customer acknowledges and agrees that upon written notice from a Financing Party, Customer will make all payments due to Provider identified by the Financing Party or under this Agreement, as a whole, directly to such Financing Party, and no such notice shall (1) constitute a Default Event under this Agreement, (2) impose on Financing Party any obligation to perform any of Provider's obligations under this Agreement, or (3) modify, alter or otherwise impact any rights of Customer or obligations of Provider under this Agreement. Customer hereby expressly grants Financing Party the right and/or license to access the Premises under this Agreement at reasonable times and upon reasonable notice to (i) inspect the System, and (ii) remove any or all of the System, solely in the case of any event that results in a termination or expiration of the Agreement, pursuant and subject to the terms hereof. Customer will have no liability to Provider resulting from Customer's compliance with any notice provided by Financing Party under this Section 15. Customer agrees that Customer will not pay more than one month's, or any other recurring period hereunder, advance for any recurring amounts due under this Agreement without the consent of the Financing Party identified as having an interest in the System.

16. Confidentiality: Publicity.

- a. **Confidential Information.** To the maximum extent permitted by applicable law, including any freedom of information or right to know law applicable to Customer (the "**Right to Know Act**"), if either Party provides confidential information ("**Confidential Information**") to the other or, if in the course of performing under this Agreement or negotiating this Agreement a Party learns Confidential Information of the other Party, the receiving or learning Party shall (i) protect the Confidential Information from disclosure to third parties and (ii) refrain from using such Confidential Information, except in the negotiation, performance, enforcement and, in the case of Provider, financing, of this Agreement. The terms of this Agreement (but not the fact of its execution or existence) are considered Confidential Information of each Party. Confidential Information does not include any information that (A) becomes publicly available other than through breach of this Agreement, (B) is required to be disclosed under applicable law, (C) is independently developed by the receiving Party, (D) is required to be disclosed by a Party that is a Governmental Authority subject to the Right to Know Act or similar applicable law, or (E) becomes available to the receiving Party without restriction from a third party under no obligation of confidentiality.
- b. **Goodwill and Publicity.** Neither Party may (i) make any public announcement of the specific terms of this Agreement (except for filings or other statements or releases as may be required by applicable law), or (ii) use service mark or trademark of the other Party in any promotional or advertising material without the prior written consent of the other Party. The Parties shall coordinate and cooperate with each other when making public announcements regarding this Agreement and the System and its use. The Parties agree that at or around the Operational Date, the Parties shall jointly issue an announcement regarding the Services and the System. Provider is entitled to (A) place signage on the System and the Premises reflecting its association with the System, (B) take and use photographs and video of the System for marketing purposes, and (C) use publicly available information and Provider-developed analytics for marketing purposes. All marketing and publicity by a party will comply with applicable law, including privacy law. Provider shall not use images of passengers or Customer personnel without express written permission.

17. Miscellaneous.

- a. **Notices.** All notices under this Agreement shall be in writing and delivered by hand, electronic mail, overnight courier, or regular, certified, or registered mail, return receipt requested, and will be deemed received upon personal delivery, acknowledgment of receipt of electronic transmission (provided that automatic acknowledgment shall not suffice), the promised delivery date after deposit with overnight courier, or five (5) days after deposit in the mail. Notices must be sent to the notice address of a Party identified on the signature page of this Agreement or such other address as either Party may specify in writing pursuant to this Section 17(a).
- b. **Survival.** Provisions of this Agreement that should reasonably be considered to survive termination of this Agreement as a whole, including, without limitation provisions related to billing and payment and hold harmless, will survive such termination.
- c. **Further Assurances.** Each Party shall provide such information, execute, and deliver any instruments and documents and to take such other actions as may be reasonably requested by the other Party to give full effect to this Agreement and to carry out the intent of this Agreement.
- d. **Non-Dedication of Facilities.** Nothing in this Agreement may be construed as the dedication by either Party of its facilities or equipment to the public or any part thereof. Neither Party may knowingly take any action that would subject the other Party, or other Party's facilities or equipment, to the jurisdiction of any Governmental Authority as a public utility or similar entity. Neither Party may assert in any proceeding before a court or regulatory body that the other Party is a public utility by virtue of such other Party's performance under this Agreement.
- e. **Service Contract.** The Customer and Provider intend and agree that this Agreement is a "service contract" within

the meaning of Section 7701(e) of the Internal Revenue Code of 1986, as amended.

- f. **Customer-Specific Provisions.** Except as otherwise expressly stated on Exhibit E, the provisions of any Exhibit E included as part of this Agreement replace and supersede any inconsistent provision in the body of this Agreement.
- g. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of Florida, without reference to any choice of law principles. The state courts of Florida and the federal courts sitting in **Tallahassee, FL**, shall have exclusive jurisdiction over any action or proceeding arising under this Agreement, with venue lying in **Tallahassee, FL**.

<<<<Signature page follows.>>>>

Exhibit A
Vehicle Specifications; Termination Payment Schedule

1. **Vehicle Specifications:** See attached.
2. **Termination Payments.**

Date of Termination due to Customer Default Event		Termination Payment*
From Effective Date through last Operational Date		\$2,532,000
Contract Year 1		\$2,040,000
Contract Year 2		\$1,048,000
Contract Year 3		\$997,000
Contract Year 4		\$937,000
Contract Year 5		\$867,000
Contract Year 6		\$787,000
Contract Year 7		\$694,000
Contract Year 8		\$589,000
Contract Year 9		\$468,000
Contract Year 10		\$332,000
Contract Year 11		\$178,000
Contract Year 12		\$5,000
*		Consistent with Agreement Sections 12(b)(iii), the foregoing Termination Payments shall be due and payable by Customer upon a Customer Default Event and resulting termination of the Agreement <i>in addition to</i> the total amount Provider can demonstrate is required to be paid by Provider or any affiliate of Provider due to a Customer Default Event or any related termination of this Agreement in respect of any Incentive, including recapture of the value of any Incentive, interest, and penalties; provided, however, that in all such instances Provider shall use reasonable efforts to mitigate the amount paid or payable by Provider or any Provider affiliate in this regard.

Exhibit B: System Site Plan
Premises: 720 S. Stewart St., Quincy, FL 32351

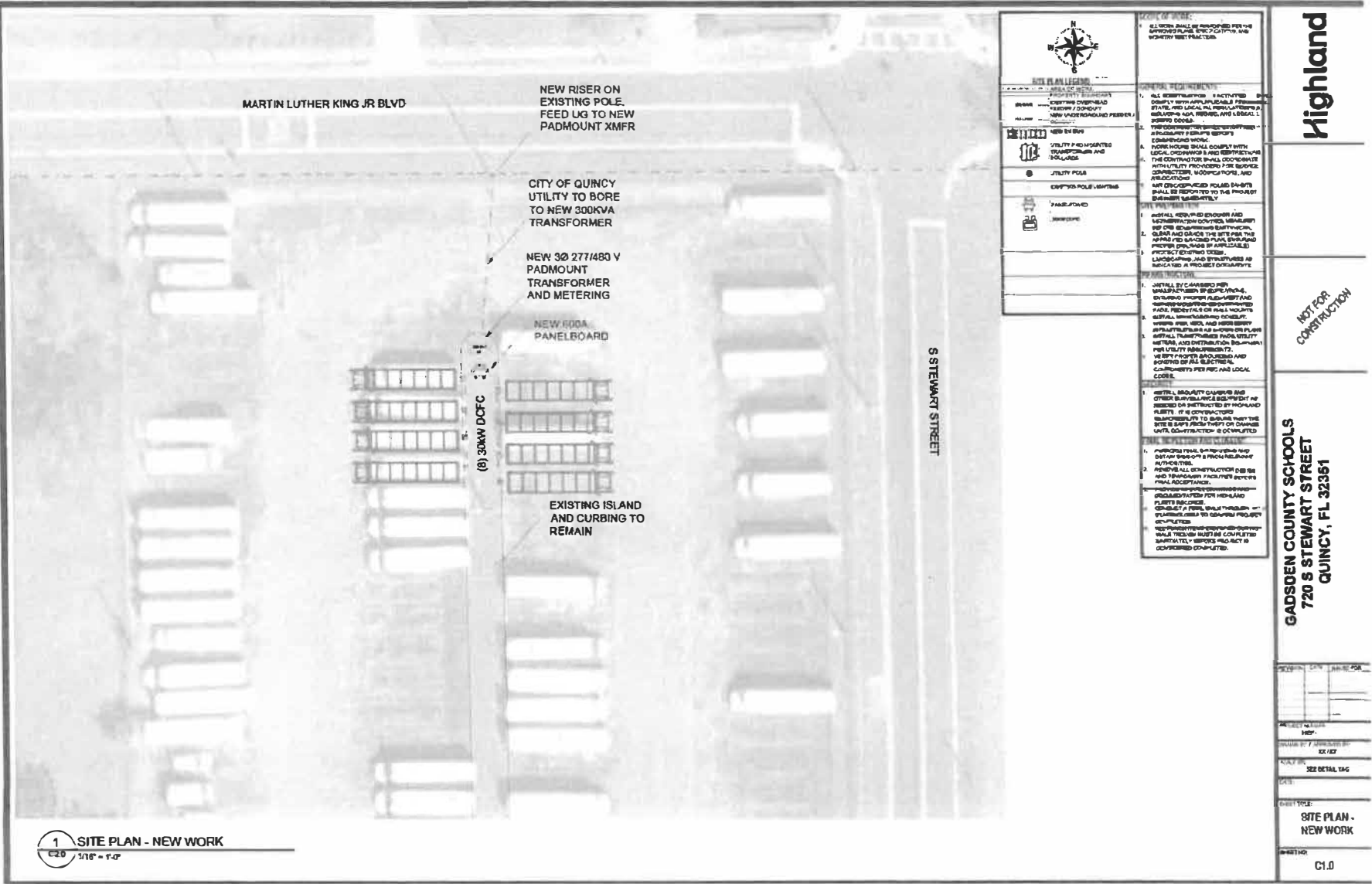


Exhibit C
Commercial Operation Certificate

PROJECT NAME: 8-Bus Electrification
PROJECT ADDRESS: 720 S Stewart Avenue, Quincy, FL 32351

OPERATIONAL DATE: [_____]

Pursuant to **Section 2** of the Transportation Equipment Services Agreement (as may be amended or modified from time to time, the "**Agreement**"), dated [_____] by and between Gadsden County School District ("**Customer**") and HEF-P Gadsden, LLC ("**Provider**"), this Certificate of Commercial Operation ("**Certificate**") is hereby provided by Provider to Customer in accordance with the Agreement. All capitalized terms used, but not defined, herein shall have the meaning ascribed to them in the Agreement.

Provider hereby certifies that, as of the Operational Date set forth above: (i) the Vehicles set forth on **Attachment A** to this Certificate conforming to the specifications attached as **Exhibit A** to the Agreement are available at the Premises and operational; (ii) the Chargers necessary to support such Vehicles are installed at the Premises and operational; (iii) the Infrastructure necessary to support such Vehicles and such Chargers is installed at the Premises and operational; and (iv) any Approvals required for the installation and operation of the System identified in this Certificate have been obtained.

IN WITNESS WHEREOF, Provider is executing this Certificate as of the Operational Date set forth above on this Certificate.

Provider:

HEF-P Gadsden, LLC

By: _____
Name:
Title:
Date: _____

Customer is executing and delivering this Certificate to confirm Customer's agreement that the Operational Date is as set forth above.

Gadsden County School District

By: _____
Name:
Title:
Date: _____

Attachment A Vehicles

Exhibit D
Incentive Compliance

1. Customer will assure that during the Term, each Vehicle will be used to provide pupil transportation and related transportation services to a public school.
2. Customer will assure that, from the Operational Date through at least the fifth (5th) anniversary of the Operational Date, each Vehicle will be used exclusively to serve Gadsden County School District.
3. During the Term, Customer will assure that each Vehicle will be used significantly to transport preprimary, primary, and secondary school students to or from school or an event related to school.
4. Customer and Provider acknowledge and agree that use of the EPA CSB Incentive for the benefit of Gadsden County School District is subject to the approval of the Environmental Protection Agency (the "EPA") because such school district was not the original beneficiary of the EPA CSB Incentive.
5. Customer and Provider agree that, upon the request of the EPA, the Vehicles will be made available for inspection by the EPA or its authorized representatives during the Term through the fifth (5th) anniversary of the Operational Date.
6. On or before April 30, 2026, Customer will scrap, sell, or donate, or cause to be scrapped, sold, or donated, at least **eight (8) Type C** fully operational diesel school buses with a gross vehicle weight rating of 10,001 pounds or more (each a "**Replaced Vehicle**"), in accordance with the EPA guidelines and requirements for eligible existing school buses under the EPA CSB Incentive program, and will provide evidence of the scrapped, sold, or donated Replaced Vehicles to the EPA in the manner and in the timeframe required pursuant to the EPA CSB Incentive program. Customer will provide a copy of such evidence as well as a signed scrappage statement to Provider upon Provider request unless a scrappage waiver has been approved prior to the start of the project. The Parties acknowledge that the EPA CSB Incentive cannot be used to replace vehicles that do not meet the above eligibility criteria.
7. On or before May 1, 2026, Customer will provide all information reasonably requested by Provider to complete, and Provider will complete and submit to the EPA, the 'Close Out Form' required under the EPA CSB Incentive program with respect to the Vehicles and the Replaced Vehicles.
8. As soon as practicable, but, in any event, within sixty (60) days after the Operational Date, Customer will provide to Provider each of the following, to the extent in Customer's possession or under Customer's control: (a) copies of invoices and proofs of delivery for the Vehicles and other components of the System that are 'eligible infrastructure' funded by the EPA CSB Incentive; and (b) one photo of the exterior of each Vehicle labeled with the last four (4) digits of the Vehicle Vendor Identification Number (VIN); and (c) one photo of each charging pedestal that is part of the charging infrastructure funded by the EPA CSB Incentive.
9. **Acknowledgement Requirements.** Each Party agrees that any reports, documents, publications, or other materials developed for public distribution supported by this Agreement shall contain the following statement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement 03D07124 to **Highland CSB 1, LLC**, an affiliate of Provider. The contents of this document do not necessarily reflect the views and policies of the EPA, nor does the EPA endorse trade names or recommend the use of commercial products mentioned in this document."
10. **Uniform Administrative Requirements and Cost Principles for Federal Awards.** The EPA CSB Incentive is subject to the requirements of the Uniform Administrative Requirements and Cost Principles for Federal Awards; Title 2 CFR § 200 and 2 CFR § 1500. The EPA CSB Incentive is also subject to applicable requirements contained in the EPA programmatic regulations located in 40 CFR Chapter 1 Subchapter B.

11. **2 CFR § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.** Each Party is prohibited from obligating or expending EPA CSB Incentive funds, directly or indirectly, to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 §889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, the EPA CSB Incentive may not be used to purchase video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). No contract or subcontract may include telecommunications or video surveillance services provided by such entities or that use such equipment. No contract or subcontract may include telecommunications or video surveillance services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
12. **Cybersecurity Condition.** Each Party agrees that when collecting and managing environmental data in connection with the EPA CSB Incentive, it will protect the data following all applicable State or Tribal cybersecurity requirements. The EPA must ensure that any connections between each Party's network or information system and EPA networks used by each Party to transfer data under this agreement are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an EPA IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition. If either Party's connections as defined above do not go through the Environmental Information Exchange Network or the EPA's Central Data Exchange, the Party agrees to contract their EPA Project Officer no later than ninety (90) days after the Effective Date and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by the EPA's regulatory programs for the submission of reporting and/or compliance data.
13. **Procurement Procedures.** Each Party agrees to follow applicable procurement procedures. The Parties acknowledge that the EPA will not be a party to these transactions. If EPA funds are used to purchase goods or services, each Party agrees to compete the contracts for those goods and services and conduct cost and price analyses to the extent required by the fair and open competition for procurement provisions of 2 CFR §§ 200.317-327. The Parties acknowledge that the EPA CSB Incentive does not relieve the Parties of their obligations to compete service contracts and conduct cost and price analyses.
14. **2 CFR § 200.322 Domestic preferences for procurements.** As appropriate and to the extent consistent with law, each Party shall, to the greatest extent practicable when expending funds that are part the EPA CSB Incentive, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
15. **Subrecipient Procurement and Reporting Requirements.** If a Party wishes to acquire goods or services from contractors (including consultants), such Party must follow the Procurement Standards set forth in 2 CFR § 200, including those requiring competitive procurement by recipients and subrecipients of federal funds. Any subawards granted or executive compensation paid with the EPA CSB Incentive must be reported under the Federal Funding Accountability and Transparency Act.
16. **MBE/WBE Reporting and Recordkeeping.** Each Party agrees to submit an MBE/WBE Utilization Under Federal Grants and Cooperative Agreements report (EPA Form 5700-52A) on an annual basis when required. Reporting is required for this Agreement where funds are budgeted for procuring construction, equipment, services and supplies (including funds budgeted for direct procurement or procurement under subawards or

loans) with a cumulative total that exceed the Simplified Acquisition Threshold ("SAT") (currently, \$250,000 however the threshold will be automatically revised whenever the SAT is adjusted, see 2 CFR § 200.1), including amendments and/or modifications. When reporting is required, all procurement actions are reportable, not just the portion which exceeds the SAT. Annual reports are due by October 30th of each year. Final reports are due 120 days after the end of the project period. Each Party agrees to comply with all recordkeeping requirements as stipulated in 40 CFR Part 33, Subpart E including creating and maintaining a bidders list, when required. Any document created as a record to demonstrate compliance with any requirements of 40 CFR Part 33 must be maintained.

17. **Eligible and Ineligible Costs.** The Parties agree to spend the EPA CSB Incentive only in accordance with the provisions outlined in Section III.D.4 of the EPA Notice of Funding Opportunity number EPA-OAR-OTAQ-23-06, as well as the Section J of the Clean School Bus Programmatic Terms and Conditions.
18. **Program Income.** The Customer acknowledges that in accordance with 2 CFR Part 200.307(e)(2) and 2 CFR § 1500.8(b), the Provider is hereby authorized to retain program income earned during the duration of the Agreement. Program income as defined at 2 CFR § 200.1 means gross income earned by the Provider that is directly generated by a supported activity or earned as a result of the EPA CSB Incentive during the period of performance. Program income includes but is not limited to income from fees or services performed, the use or rental of real or personal property acquired under the EPA CSB Incentive, the sale of commodities or items fabricated under the EPA CSB Incentive, license fees and royalties on patents and copyrights, and principal and interest on loans made with EPA CSB Incentive funds. Interest earned on advances of EPA CSB Incentive funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the EPA CSB Incentive, program income does not include rebates, credits, discounts, and interest earned on any of them. Under the EPA CSB Incentive, program income may come from selling a decommissioned bus for scrap, or selling an existing bus to be replaced if the bus meets applicable requirements. Costs incidental to the generation of program income may be deducted from gross income, provided these costs have not been charged to the EPA CSB Incentive. The program income shall be used to finance the non-Federal share of the project. The Customer acknowledges that the Provider must provide as part of its regular reports a description of how program income is being used.
19. **Leveraging.** The Parties agree to provide all proposed leveraged funding, including any voluntary cost-share contribution or overmatch, that is described in the Agreement. The Parties acknowledge that if the proposed leveraging does not materialize during the period of the EPA CSB Incentive's performance, and the Parties do not provide a satisfactory explanation, the EPA may consider this factor in evaluating future proposals from the Parties. In addition, the Parties acknowledge that if the proposed leveraging does not materialize during the period of the EPA CSB Incentive's performance then the EPA may reconsider the legitimacy of the EPA CSB Incentive; if the EPA determines that the Parties knowingly or recklessly provided inaccurate information regarding the leveraged funding described in the Agreement the EPA may take action as authorized by 2 CFR Part 200 and/or 2 CFR Part 180 as applicable.
20. **Equipment Disposition.** The Customer acknowledges that in accordance with 2 CFR § 200.313, when equipment acquired using the EPA CSB Incentive needs to be replaced, the Provider may use the to-be-replaced equipment as a trade-in or may sell the property and use the proceeds to offset the cost of the replacement property. The Customer acknowledges that when original or replacement equipment acquired using the EPA CSB Incentive with a current per unit fair market value of \$5,000 or less is no longer needed under the Agreement or for other activities currently or previously supported by the EPA CSB Incentive, the Provider may retain, sell, or otherwise dispose of the equipment with no further obligation to the EPA. The Customer acknowledges that when the equipment to be replaced has a current per unit fair market value in excess of \$5,000, it may be retained by the Provider or sold, and the EPA is entitled to an amount calculated by multiplying the current market value or proceeds from sale by the EPA's percentage of participation in the cost of the original purchase. Additionally, if the equipment is sold, the EPA may permit the Provider to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, for its selling and handling fees.

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21. **Automated Standard Application Payments.** Parties must be enrolled or enroll in the Automated Standard Application for Payments ("ASAP") system to receive payments under the EPA's financial assistance agreements unless the EPA grants a recipient-specific exception or the assistance program has received a waiver from this requirement. The EPA will not make payments to Parties until the ASAP enrollment requirement is met unless the Party falls under an exception. Under this payment mechanism, the Party initiates an electronic payment request online via ASAP, which is approved or rejected based on the amount of available funds authorized by the EPA in the Party's ASAP account. Approved payments are credited to the account at the financial institution of the Party set up by the Party during the ASAP enrollment process. The EPA will grant exceptions to the ASAP enrollment requirement only in situations in which the Party demonstrates to the EPA that receiving payment via ASAP places an undue administrative or financial management burden on the Party or the EPA determines that granting the waiver is in the public interest.
 22. **Rights to Inventions Made Under a Contract or Agreement.** If a Party wishes to enter into a contract with a small business firm or nonprofit organization regarding the assignment or performance of experimental, developmental, or research work related to the performance of this Agreement by such Party, then such Party must comply with the requirements of 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the EPA.
 23. **Union Organizing.** The EPA CSB Incentive may not be used to support or oppose union organizing, whether directly or as an offset for other funds.
 24. **The Fly America Act and Foreign Travel.** All foreign travel funded under Agreement must comply with the Fly America Act. All travel must be on U.S. air carriers certified under 49 U.S.C. § 40118, to the extent that service by such carriers is available even if foreign air carrier costs are less than the American air carrier. Foreign travel using the EPA CSB Incentive funding must be approved by the EPA.
 25. **Audit Requirements.** In accordance with 2 CFR § 200.501(a), each Party agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year for that year. Because of this audit requirement, documentary support for expenditures on behalf of beneficiaries is required. To the extent a Party is required under this provision to obtain an audit and requires information from the other Party to complete such audit, the other Party shall provide information and shall take such actions as reasonably requested by the Party undertaking the audit. Additionally, each Party acknowledges that the EPA will conduct random reviews of grant recipients to protect against waste, fraud, and abuse. As part of this process, the EPA, or its authorized representatives, may request copies of grant documents from the Parties to verify statements made on the EPA CSB Incentive application and reporting documents. The Parties acknowledge that they may be selected for advanced monitoring, including a potential site visit to confirm project details. The EPA, or its authorized representatives, may also conduct site visits to confirm documentation is on hand and that replacement buses are still in service for the Customer, as well as confirm applicable infrastructure adheres to Buy America, Build America requirements (see below). The Parties agree to comply with site visits requests and recordkeeping requirements and agree to supply the EPA with any requested documents three (3) years from the date of the final expenditure report, or risk cancellation of the EPA CSB Incentive or other enforcement action.
 26. **Access to Records.** In accordance with 2 CFR § 200.337, the EPA and the EPA Office of Inspector General (the "EPA OIG") have the right to access any documents, papers, or other records, including electronic records, of the Parties which are pertinent to the EPA CSB Incentive in order to make audits, examinations, excerpts, and transcripts. This right of access also includes timely and reasonable access to the Parties' personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as the records are retained.
 27. **Record Retention.** In accordance with 2 CFR § 200.334, each Party must keep all financial records, supporting documents, accounting books and other evidence of activities related to the EPA CSB Incentive for three (3) years from the submission of the final expenditure report. If any litigation, claim, or audit is started before the

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expiration of the three (3) year period, each Party must maintain all appropriate records until these actions are completed and all issues resolved.

28. **Reporting Waste, Fraud and Abuse.** Consistent 2 CFR § 200.113, the Parties must report, in a timely manner, any violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the EPA CSB Incentive to the EPA Project Officer and the EPA OIG Hotline. The methods to contact the OIG hotline are: (1) online submission via the EPA OIG Hotline Complaint Form; (2) email to OIG_Hotline@epa.gov; (3) phone at 1-888-546-8740; or (4) mail directed to Environmental Protection Agency, Office of Inspector General, 1200 Pennsylvania Avenue, N.W. (2410T), Washington, DC 20460. To support awareness of the EPA OIG hotline, Parties receiving an EPA award or subaward of \$1,000,000 or more must display EPA OIG Hotline posters in facilities where the work is performed under the grant. EPA OIG Hotline posters may be downloaded or printed or may be obtained by contacting the EPA OIG at 1- 888-546-8740. Parties need not comply with this requirement if they have established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct and have provided instructions that encourage employees to make such reports.
29. **Whistleblower Protections.** This Agreement is subject to whistleblower protections, including the protections established at 41 U.S.C. § 4712 providing that an employee of either Party may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a covered person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal grant or subaward, a gross waste of Federal funds, an abuse of authority relating to a Federal grant or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal grant or subaward. These covered persons or bodies include: (1) a member of Congress or representative of a committee of Congress; (2) an Inspector General; (3) the Government Accountability Office; (4) a Federal employee responsible for contract or grant oversight or management at the relevant agency; (5) an authorized official of the Department of Justice or other law enforcement agency; (6) a court of grand jury; and (7) a management official or other employee of the contractor, subcontractor or grantee who has the responsibility to investigate, discover, or address misconduct.
30. **Reporting Total Compensation of Subrecipient Executives.** Customer must provide Provider with the names and total compensation of each of Customer's five most highly compensated executives for Customer's preceding completed fiscal year if (1) in Customer's preceding fiscal year, Customer received (a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards), and (b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, and (2) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d) or Section 6104 of the Internal Revenue Code of 1986. Customer must report executive total compensation to Provider by the end of the month following the month during which the Customer receives any sub-awarded EPA CSB Incentive.
31. **Suspension and Debarment.** Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. Each Party is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, with respect to this Agreement includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. Each Party is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. No debarred or suspended individual or entity may participate in an order or contract placed against this Agreement or with respect to the performance of this Agreement.
32. **Delinquent Tax Liability or a Felony Conviction Under any Federal Law.** By entering into this Agreement, each Party represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability;

and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months. Alternatively, by entering into this Agreement, each Party represents that it disclosed unpaid Federal tax liability information and/or Federal felony conviction information to the EPA, and the EPA Suspension and Debarment Official has considered suspension or debarment of the corporation based on tax liabilities and/or Federal felony convictions and determined that suspension or debarment is not necessary to protect the Government's interests. If either Party fails to comply with this term and condition, the EPA will annul this Agreement and may recover any funds the Parties have expended in violation of the appropriations act(s) prohibition(s). The EPA may also pursue other administrative remedies as outlined in 2 CFR § 200.339 and 2 CFR § 200.340 and may also pursue suspension and debarment.

33. **Disclosure of Personal Conflicts of Interest.** As required by 2 CFR § 200.112, the EPA has established a policy (the "COI Policy") for disclosure of conflicts of interest. The EPA's COI Policy is posted at <https://www.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>. Each Party must disclose any competition related conflict of interest described in Section 4.0(a) of the COI Policy that are discovered prior to or after the Effective Date to the EPA CSB Incentives Specialist identified by Provider within 30 calendar days after the Effective Date or, if later, the date of discovery of the conflict of interest. The EPA's COI Policy requires that each Party must have systems in place to address, resolve, and disclose to the EPA conflicts of interest described in Sections 4.0(b), (c) and/or (d) of the COI Policy that affect any contract or subaward, under this Agreement. Failure to disclose a conflict of interest may result in cost disallowances (i.e. – disallowance of some or all of an Existing Incentive). Neither Party is obligated to inform the EPA of the absence of a conflict of interest, only the discovery of one. Disclosure of potential conflicts of interest will not necessarily result in the EPA disallowing costs, with the exception of procurement contracts that the EPA determines violate 2 CFR § 200.318(c)(1), provided the Party notifies the EPA of measures the Party has taken to eliminate, neutralize or mitigate the conflict of interest when making the disclosure.
34. **Lobbying Restrictions.** No EPA CSB Incentive funds shall be used to engage in lobbying of the Federal government or in litigation against the U.S. unless authorized under existing law. Each Party agrees to abide by the Cost Principles available at 2 CFR Part 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities. Each Party agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying, and agrees to submit certification and disclosure forms accordingly. In accordance with the Byrd Anti-Lobbying Amendment, any Party who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. Contracts awarded by either Party shall contain, when applicable, the anti-lobbying provision as stipulated in Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. By entering into this Agreement, each Party affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986 as required by Section 18 of the Lobbying Disclosure Act; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. [By entering into this Agreement, each Party certifies, to the best of its knowledge and belief, that: (1) No EPA CSB Incentive funds have been or will be paid, by or on behalf of such Party, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; (2) If any funds other than the EPA CSB Incentive have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, such Party shall complete and submit the Standard Form -- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and (3) Each Party shall require that the language of this certification be included in the award documents for all subawards exceeding \$100,000 at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when Agreement was entered into. Submission of this certification is a prerequisite for entering into this Agreement

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- imposed by Section 1352, Title 31, U.S. Code. Any Party who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.
35. **Utilization of Disadvantaged Business Enterprises.** Each Party agrees to comply with the requirements of the EPA's Disadvantaged Business Enterprise Program for procurement activities relating to the performance of this Agreement or otherwise funded by the EPA CSB Incentive, contained in 40 CFR, Part 33. 2. Pursuant to 40 CFR §33.301, each Party agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under this Agreement or otherwise funded by the EPA CSB Incentive, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained. The specific six good faith efforts can be found at: 40 CFR § 33.301 (a)-(f).
36. **Drug-Free Workplace.** Each Party must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 29 CFR Part 1536 Subpart B. Additionally, in accordance with these regulations, each Party must identify all known workplaces affected by the EPA CSB Incentive and keep this information on file during the performance of this Agreement.
37. **Resource Conservation and Recovery Act.** Consistent with goals of Section 6002 of RCRA (42 U.S.C. 6962), each Party agrees to give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247, relative to the use of the EPA CSB Incentive. Consistent with Section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.323, each Party is required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR § 247.2 (d), a Party may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.
38. **National Environmental Policy Act.** Each Party agrees to identify to the EPA all impacts that the EPA CSB Incentive may have on the quality of the human environment, and to provide all information needed for the EPA to comply with the National Environmental Policy Act ("NEPA," at 42 U.S.C. 4321, et. seq.) to prepare the required NEPA environmental documentation. In such cases, each Party agrees to take no action that will have an adverse environmental impact (e.g. physical disturbance of a site such as breaking of ground or other construction activities) until the EPA's Project Officer provides written notification of compliance with the environmental impact analysis process under NEPA. The EPA's NEPA Implementing Procedures are available at 40 CFR Part 6. Each Party acknowledges that it may not expend EPA CSB Incentive funds, including any expenditures to meet a cost share obligation, for Construction as defined in 40 CFR § 33.103 as "...erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply" until the EPA's Project Officer provides the written notice of compliance with NEPA requirements. Any Construction costs incurred by the Parties prior to receiving the written notice of compliance with NEPA requirements from the EPA Project Officer are at the Parties' own risk. This restriction on expending EPA CSB Incentive funds does not apply to pre-Construction activities such as community outreach, acquisition of architectural and engineering services, preparation of preliminary specifications, competitive procurement of construction contractors and ordering equipment and supplies.
39. **Endangered Species Act.** Each Party agrees to comply with the applicable provisions of the Rules of the Departments of Interior (50 CFR Parts 10-24) and Commerce (50 CFR Parts 217-227) implementing laws and conventions on the taking, possession, transport, purchase, sale, export, or import of wildlife and plants, including the Endangered Species Act of 1973 (16 U.S.C. §§ 1531-1543) the Marine Mammal Protection Act (16 U.S.C. §§ 1361-1384), the Lacey Act (18 U.S.C. § 42), and the Convention on International Trade in Endangered Species of Wild Fauna and Flora.
40. **National Historic Preservation Act.** Each Party agrees to identify to the EPA all property listed or eligible for listing on the National Register of Historic Places that will be affected by the EPA CSB Incentive, and with

respect to the EPA CSB Incentive, to provide all of the information needed to the EPA for the EPA's effect determination under Section 106 of the National Historic Preservation Act.

41. **Native American Graves Protection and Repatriation.** Each Party agrees that it will comply with the general national policy requirements set forth in 25 U.S.C. §§ 3001-3013.
42. **Trafficking in Persons.** Each Party, its employees, its subcontractors or agents with respect to this Agreement, and their respective employees may not: (1) Engage in severe forms of trafficking in persons during the Term of this Agreement; (2) Procure a commercial sex act during the Term of this Agreement; or (3) Use forced labor in the performance of this Agreement, including the performance of any subcontract with respect to this Agreement. The EPA may unilaterally terminate the EPA CSB Incentive, without penalty, for a violation by either Party or any of their employees. *See* 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the EPA. Each Party must inform the other Party and the EPA immediately of any information received from any source alleging a violation of this prohibition. (Implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA) (22 U.S.C. 7102), as amended (22 U.S.C. 7104(g)).)
43. **Civil Rights Obligations.** Each Party complies and during the Term will comply with the following civil rights statutes and implementing federal and EPA regulations: Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency ("LEP") (as recipients of the EPA CSB Incentive, each Party is required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals - in implementing this requirement, each Party agrees to use as a guide the Office of Civil Rights document entitled "Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons"), by entities receiving Federal financial assistance; Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance; and Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance. Each Party also agrees to comply with all applicable EPA civil rights regulations, including: 40 C.F.R. Part 5 for Title IX obligations; 40 CFR Part 7 for Title VI, Section 504, Age Discrimination Act, and Section 13 obligations; and 2 CFR § 200.300 for statutory and national policy requirements, including those prohibiting discrimination and those described in Executive Order 13798 promoting free speech and religious freedom. These regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination. In accepting this Agreement, each Party acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. Each Party must be prepared to demonstrate to the EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations. Each Party acknowledges that audits may be conducted by the EPA to ensure compliance with these requirements.
44. **Build America, Buy America.** Each Party is subject to the Buy America Sourcing requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act ("IIJA") (P.L. 117-58, §§70911-70917) when EPA CSB Incentive funds are used for the purchase of goods, products, and materials for the types of infrastructure projects contemplated by this Agreement and specified under the EPA program and activities specified in the chart, "Environmental Protection Agency's Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America Buy America Provisions of the Infrastructure Investment and Jobs Act." The Buy America preference requirement applies to all the iron and steel, manufactured products, and construction materials used for all infrastructure projects funded by the EPA CSB Incentive under this Agreement. This includes, but is not limited to, electric bus charging infrastructure, battery energy storage systems, or renewable on-site power generation systems that power the buses and equipment, as well as any other permanent public structure that meets the infrastructure definition in Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. ZE or clean school buses funded by the

EPA CSB Incentive are not considered infrastructure for purposes of the Buy America preference requirement. While the Parties are encouraged to consider the purchase of domestically produced buses when possible, the EPA does not endorse or otherwise prefer any specific brand of ZE or clean school buses. Each Party acknowledges and agrees that no part of the EPA CSB Incentive may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States, and the cost of the components of manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product. The Buy America preference requirement applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds. Each Party must implement these requirements in its procurements with respect to this Agreement, and these requirements must flow down to all subcontracts at any tier. (See the EPA's Build America, Buy America website and the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.) When supported by rationale provided in IIJA § 70914, either Party may submit a waiver request in writing to the EPA. The EPA may waive the application of the Buy America Preference when it has determined that one of the following exceptions applies: (1) applying the Buy America Preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. For legal definitions and sourcing requirements, the Parties agree to consult EPA's Build America, Buy America website.

45. **Signage and Logo Requirements.** The Parties will ensure that a sign is placed at construction sites supported in whole or in part by the EPA CSB Incentive displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law." The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. The Parties will ensure compliance with the guidelines and design specifications provided by the EPA for using the official Investing in America emblem available at <https://www.epa.gov/invest/investing-america-signage>. The Parties are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under the EPA CSB Incentive provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, the Parties are encouraged to translate the language on signs (excluding the official Investing in America emblem or the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable. The EPA encourages the Parties to notify their EPA Project Officer of public or media events publicizing the accomplishment of significant events related to construction projects as a result of the EPA ESB Incentive and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice. The Parties acknowledge that if the EPA logo is appearing with logos from other participating entities on websites, outreach materials, or reports, it must NOT be prominently displayed to imply that any of the Parties' activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Parties received financial support from the EPA under the EPA CSB Incentive.
46. **Electronic and Information Technology Accessibility.** Each Party acknowledges that, with respect to the System and Services contemplated by this Agreement, such Party is subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, EIT systems or products funded by the EPA CSB Incentive must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology. As of the Effective Date, the EPA considers a recipient's websites, interactive tools, and other EIT as being in compliance with Section 504 if such

technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194.

47. **Copyrighted Material and Data.** In accordance with 2 CFR § 200.315, the EPA has the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this Agreement for Federal purposes. Examples of a Federal purpose include but are not limited to: (1) Use by the EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for (i.e., authorized by) the Government; (3) Publication in EPA documents provided the document does not disclose trade secrets (e.g. software codes) and the work is properly attributed to the Parties through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as “co-regulators” or act as official partners with the EPA to carry out a national environmental program within their jurisdiction and; (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the EPA’s authorization to the other grantee to use the copyrighted works or other data.
48. **Cooperation with Reporting Requirement.** Customer agrees to use its best efforts to cooperate with Provider in its completion of regular progress reports, workplan modification reports, and other reports required to be submitted to the EPA. Such cooperation includes but is not limited to Customer’s retention and timely provision of documents related to this Agreement, timely and reasonable access to the Customer’s personnel for the purpose of interview and discussion related to such documents, tracking of project progress as requested by Provider, reporting to Provider any deviations from budget or project scope or objective (including additions, deletions, or changes the schedule, budget, or workplan), and responding in a timely manner to other inquiries by Provider as necessary for the completion of regular progress reports.
49. **Use of Submitted Information.** Applications and reporting materials submitted in relation to the EPA CSB Incentive may be released in part or in whole in response to a Freedom of Information Act (“FOIA”) request. The EPA recommends that applications and reporting materials not include trade secrets or commercial or financial information that is confidential or privileged, or sensitive information that, if disclosed, would invade another individual’s personal privacy (e.g. an individual’s salary, personal email addresses, etc.). However, if such information is included, it will be treated in accordance with 40 CFR § 2.203 (see EPA clause IV.a, Confidential Business Information, under EPA Solicitation Clauses). The EPA will use information submitted by the Parties in its annual report to Congress that is due no later than January 31 of each year of the EPA CSB Incentive program. Pursuant to the EPA CSB Incentive program’s statute, the report will include: (a) the total number of applications received; (b) the quantity and amount of grants and rebates awarded and the location of the recipients of the grants and rebates; (c) the criteria used to select the recipients; and (d) any other information the EPA considers appropriate. The EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, for federal purposes, submitted bus photos, including use in program materials.
50. **Training.** For any training for Customer personnel and agents conducted by or for Provider as part of the Training Services or as otherwise required under this Agreement, Provider may provide reasonable light refreshments or light meals and Highland®- branded items to assure engaged attendance in the trainings by all participants; provided that the foregoing shall comply with applicable Customer policies and applicable law.

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Exhibit E
Customer-Specific Provisions

1. **EPA CSB Incentive; Advancing the Operational Date.** Each of Customer and Provider acknowledges and agrees that the availability of the EPA CSB Incentive to support the deployment of the System under this Agreement requires EPA approval; and, accordingly, each Party will use reasonable efforts in good faith to assure that the EPA CSB Incentive is timely approved by the EPA for use to support the System under this Agreement.

2. **PUBLIC RECORDS NOTICE (MUST BE IN 14 POINT BOLD TYPE).**

IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, THE DIRECTOR OF RISK MANAGEMENT, AT 352-726-1931 ext. 2270, 1007 W. MAIN STREET, INVERNESS, FLORIDA 34450.

Provider is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under this Agreement and will specifically:

- a. **Keep and maintain public records required by the Customer's School Board (the "School Board") to perform the Services.**
- b. **Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statutes or as otherwise provided by law.**
- c. **Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if the Provider does not transfer the records to the School Board.**
- d. **Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in possession of Provider or keep and maintain public records required by the School Board to perform the Services. If Provider transfers all public records to the School Board upon completion of the Agreement, Provider shall destroy any duplicate public records that are exempt or confidential and exempt**