



County of Santa Cruz

0425

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060-4070
(831) 454-2160 FAX (831) 454-2385 TDD (831) 454-2123

JOHN A. FANTHAM
DIRECTOR OF PUBLIC WORKS

AGENDA: JANUARY 11, 2000

December 29, 1999

SANTA CRUZ COUNTY BOARD OF SUPERVISORS
701 Ocean Street
Santa Cruz, California 95060

SUBJECT: AIR DISTRICT GRANT - BIKE COMMUTE DEMONSTRATION PROJECT

Members of the Board:

As in past years, Public Works has applied to the Monterey Bay Unified Air Pollution Control District (MBUAPCD) for project funding under the AB2766 Motor Vehicle Emissions Reduction Grant Program. Our application for a Bike Commute Demonstration Project was successful, being awarded full funding on August 18, 1999, by the MBUAPCD Board.

The goal of the Bike Commute Demonstration Project is to improve air quality by providing access to bicycles, safety equipment and affordable repairs to low-income adult residents of Santa Cruz County entering or returning to the labor market. The focus will be on individuals who are participating in a welfare-to-work program. Repair classes and maintenance workshops will be provided to low-income residents to ensure that these individuals can continue getting to work by bicycle.

The grant proposal was developed in conjunction with Growing Cycles, a non-profit group based in Santa Cruz, which has been designated as the sole source provider to carry out the project. Growing Cycles promotes bicycle transportation by providing low cost repair, maintenance, parts, and training opportunities to bicyclists. Growing Cycles has secured significant additional cash and in-kind funding to support the project.

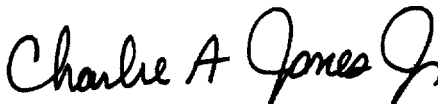
A grant acceptance agreement between the County and MBUAPCD, naming the County of Santa Cruz as the project sponsor, is attached for your Board's approval. Additionally, Public Works has negotiated an independent contractor agreement with Growing Cycles to carry out the project at the funding level approved by MBUAPCD. This contract is also attached for your Board's approval. Cost for the proposed project is \$60,226. As AB2766 funding cannot be used to pay administrative charges, these costs will be paid by Growing Cycles out of unrestricted other funding they have secured for the project, as provided in the independent contractor agreement.

As this project was not anticipated during budget hearings, Resolutions Accepting Unanticipated Revenue are attached for your Board's approval to authorize receipt and appropriation of grant funding from MBUAPCD and departmental administrative charges from Growing Cycles.

It is therefore recommended that the Board of Supervisors take the following actions:

1. Approve a grant acceptance agreement from the Monterey Bay Unified Air Pollution Control District (MBUAPCD) for the Bike Commute Demonstration Project, for a not-to-exceed amount of \$60,226.
2. Approve an independent contractor agreement with Growing Cycles to carry out the Bike Commute Demonstration Project, for a not-to-exceed amount of \$60,226.
3. Adopt Resolutions Accepting Unanticipated Revenue from MBUAPCD in the amount of \$60,226 and Growing Cycles in the amount of \$4,216 to facilitate the Bike Commute Demonstration Project.
4. Authorize the Director of Public Works to sign the agreements on behalf of the County of Santa Cruz.

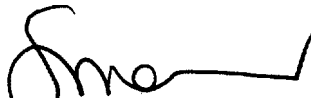
Yours truly,

For 
 JOHN A. FANTHAM
 Director of Public Works

JS:bbs

Attachments

RECOMMENDED FOR APPROVAL:



 County Administrative Officer

copy to: Public Works Department

ADGB

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this _____ day of _____ 19____, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and GROWING CYCLES, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: to conduct bike commute demonstration project, as described in Attachment No. 1, Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$60,226.00 in a manner described in Attachment No. 1, Scope of Work.

3. TERM. The term of this contract shall be: from date of execution until completion.

4. EARLY TERMINATION. Either party hereto may terminate this contract at any time by giving 30 days written notice to the other party.

5. INDEMNIFICATION FOR DAMAGES, TAXES AND CONTRIBUTIONS. CONTRACTOR shall exonerate, indemnify, defend, and hold harmless COUNTY (which for the purpose of paragraphs 5 and 6 shall include, without limitation, its officers, agents, employees and volunteers) from and against:

A. Any and all claims, demands, losses, damages, defense costs, or liability of any kind or nature which COUNTY may sustain or incur or which may be imposed upon it for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the CONTRACTOR'S performance under the terms of this Agreement, excepting any liability arising out of the sole negligence of the COUNTY. Such indemnification includes any damage to the person(s), or property(ies) of CONTRACTOR and third persons.

B. Any and all Federal, State and Local taxes, charges, fees, or contributions required to be paid with respect to CONTRACTOR and CONTRACTOR'S officers, employees and agents engaged in the performance of this Agreement (including, without limitation, unemployment insurance, social security and payroll tax withholding).

6. INSURANCE. CONTRACTOR, at its sole cost and expense, for the full term of this Agreement (and any extensions thereof), shall obtain and maintain at a minimum compliance with all of the following insurance coverage(s) and requirements. Such insurance coverage shall be primary coverage as respects COUNTY and any insurance or self-insurance maintained by County shall be excess of CONTRACTOR'S insurance coverage and shall not contribute to it.


If CONTRACTOR utilizes one or more subcontractors in the performance of this Agreement, CONTRACTOR shall obtain and maintain Independent Contractor's Insurance as to

each subcontractor or otherwise provide evidence of insurance coverage for each subcontractor equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____/_____.

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A. Types of Insurance and Minimum Limits

(1) Worker's Compensation in the minimum statutorily required coverage amounts. This insurance coverage shall not be required if the CONTRACTOR has no employees and certifies to this fact by initialing here _____.

(2) Automobile Liability Insurance for each of CONTRACTOR's vehicles used in the performance of this Agreement, including owned, non-owned (e.g. owned by CONTRACTOR's employees), leased or hired vehicles, in the minimum amount of \$500,000 combined single limit per occurrence for bodily injury and property damage. This insurance coverage shall not be required if vehicle use by CONTRACTOR is not a material part of performance of this Agreement and CONTRACTOR and COUNTY both certify to this fact by initialing here _____/_____. 

(3) Comprehensive or Commercial General Liability Insurance coverage in the minimum amount of \$1,000,000 combined single limit, including coverage for: (a) bodily injury, (b) personal injury, (c) broad-form property damage, (d) contractual liability, and (e) cross-liability.

(4) Professional Liability Insurance in the minimum amount of \$1,000,000.00 combined single limit, if, and only if, this Subparagraph is initialed by CONTRACTOR and COUNTY _____/_____.

B. Other Insurance Provisions

(1) If any insurance coverage required in this Agreement is provided on a "Claims Made" rather than "Occurrence" form, CONTRACTOR agrees to maintain the required coverage for a period of three (3) years after the expiration of this Agreement (hereinafter "post agreement coverage") and any extensions thereof. CONTRACTOR may maintain the required post agreement coverage by renewal or purchase of prior acts or tail coverage. This provision is contingent upon post agreement coverage being both available and reasonably affordable in relation to the coverage provided during the term of this Agreement. For purposes of interpreting this requirement, a cost not exceeding 100% of the last annual policy premium during the term of this Agreement in order to purchase prior acts or tail coverage for post agreement coverage shall be deemed to be reasonable.

(2) All required Automobile and Comprehensive or Commercial General Liability Insurance shall be endorsed to contain the following clause:

"The County of Santa Cruz, its officials, employees, agents and volunteers are added as an additional insured as respects the operations and activities of, or on behalf of, the named insured performed under Agreement with the County of Santa Cruz."

following clause:
(3) All required insurance policies shall be endorsed to contain the

“This insurance shall not be canceled until after thirty (30) days prior written notice has been given to: DAN DE GRASSI
SANTA CRUZ COUNTY
PUBLIC WORKS DEPARTMENT
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

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(4) CONTRACTOR agrees to provide its insurance broker(s) with a full copy of these insurance provisions and provide COUNTY on or before the effective date of this Agreement with Certificates of Insurance for all required coverages. All Certificates of Insurance shall be delivered or sent to:

DAN DE GRASSI
SANTA CRUZ COUNTY
PUBLIC WORKS DEPARTMENT
701 OCEAN STREET, ROOM 410
SANTA CRUZ, CA 95060

7. EQUAL EMPLOYMENT OPPORTUNITY. During and in relation to the performance of this Agreement, CONTRACTOR agrees as follows:

A. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status or any other non-merit factor unrelated to job duties. Such action shall include, but not be limited to the following: recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training (including apprenticeship), employment, upgrading, demotion, transfer. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause.

B. If this Agreement provides compensation in excess of \$50,000 to CONTRACTOR and if CONTRACTOR employs fifteen (15) or more employees, the following requirements shall apply:

(1) The CONTRACTOR shall, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, physical or mental disability, medical condition (cancer related), marital status, pregnancy, sex, sexual orientation, age (over 18), veteran status, or any other non-merit factor unrelated to job duties. In addition, the CONTRACTOR shall make a good faith effort to consider Minority/Women/Disabled Owned Business Enterprises in CONTRACTOR's solicitation of goods and services. Definitions for Minority/Women/Disabled Business Enterprises are available from the COUNTY General Services Purchasing Division.

(2) The CONTRACTOR shall furnish COUNTY Affirmative Action Office information and reports in the prescribed reporting format (PER 4012) identifying the sex, race, physical or mental disability and job classification of its employees and the names,

dates and methods of advertisement and direct solicitation efforts made to subcontract with Minority/Women/Disabled Business Enterprises.

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(3) In the event of the CONTRACTOR'S non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders said CONTRACTOR may be declared ineligible for further agreements with the COUNTY.

(4) The CONTRACTOR shall cause the foregoing provisions of this Subparagraph 7B. to be inserted in all subcontracts for any work covered under this Agreement by a subcontractor compensated more than \$50,000 and employing more than fifteen (15) employees, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

8. INDEPENDENT CONTRACTOR STATUS. CONTRACTOR and COUNTY have reviewed and considered the principal test and secondary factors below and agree that CONTRACTOR is an independent contractor and not an employee of COUNTY. CONTRACTOR is responsible for all insurance (workers compensation, unemployment, etc.) and all payroll related taxes. CONTRACTOR is not entitled to any employee benefits. COUNTY agrees that CONTRACTOR shall have the right to control the manner and means of accomplishing the result contracted for herein.

PRINCIPAL TEST: The CONTRACTOR rather than COUNTY has the right to control the manner and means of accomplishing the result contracted for.

SECONDARY FACTORS: (a) The extent of control which, by agreement, COUNTY may exercise over the details of the work is slight rather than substantial; (b) CONTRACTOR is engaged in a distinct occupation or business; (c) In the locality, the work to be done by CONTRACTOR is usually done by a specialist without supervision, rather than under the direction of an employer; (d) the skill required in the particular occupation is substantial rather than slight; (e) The CONTRACTOR rather than the COUNTY supplies the instrumentalities, tools and work place; (f) The length of time for which CONTRACTOR is engaged is of limited duration rather than indefinite; (g) The method of payment of CONTRACTOR is by the job rather than by the time; (h) The work is part of a special or permissive activity, program, or project, rather than part of the regular business of COUNTY; (i) CONTRACTOR and COUNTY believe they are creating an independent contractor relationship rather than an employer-employee relationship; and (j) The COUNTY conducts public business.

It is recognized that it is not necessary that all secondary factors support creation of an independent contractor relationship, but rather that overall there are significant secondary factors which indicate that CONTRACTOR is an independent contractor.

By their signatures to this Agreement, each of the undersigned certifies that it is his or her considered judgment that the CONTRACTOR engaged under this Agreement is in fact an independent contractor.

9. CONTRACTOR represents that its operations are in compliance with applicable County planning, environmental and other laws or regulations.

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10. CONTRACTOR is responsible to pay prevailing wages and maintain records as required by Labor Code Section 1770 and following.

11. NONASSIGNMENT. CONTRACTOR shall not assign this agreement without the prior written consent of the COUNTY.

12. RETENTION AND AUDIT OF RECORDS. CONTRACTOR shall retain records pertinent to this Agreement for a period of not less than five (5) years after final payment under this Agreement or until a final audit report is accepted by COUNTY, whichever occurs first. CONTRACTOR hereby agrees to be subject to the examination and audit by the Santa Cruz County Auditor-Controller, the Auditor General of the State of California, or the designee of either for a period of five (5) years after final payment under this Agreement.

13. PRESENTATION OF CLAIMS. Presentation and processing of any or all claims arising out of or related to this Agreement shall be made in accordance with the provisions contained in Chapter 1.05 of the Santa Cruz County Code, which by this reference is incorporated herein.

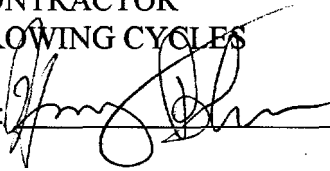
14. ATTACHMENTS. This Agreement includes the following attachments:
Attachment No. 1, Scope of Work

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year first above written.

COUNTY OF SANTA CRUZ

By: _____
Director of Public Works

CONTRACTOR
GROWING CYCLES

By: _____


Address: P. O. Box 228
Santa Cruz, CA 95061-0228

Telephone: (83 1) 457-2453

APPROVED AS TO FORM:

By: D. Mirra 12-30-98
Chief Assistant County Counsel

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JS:bbs

GRCB

Contract No. _____

ATTACHMENT NO. 1: SCOPE OF WORK

Monterey Bay Unified Air Pollution Control District Grant Program
Project: Bike Commute Demonstration Project
Contractor: Growing Cycles

1. Contractor will conduct the Bike Commute Demonstration Project as described in the Grant Acceptance Agreement between the Monterey Bay Unified Air Pollution Control District (MBUAPCD) and the County of Santa Cruz (County) for the Bike Commute Demonstration Project, which is hereby included by reference. All terms of said Grant Acceptance Agreement that are the responsibility of the County shall be the responsibility Contractor, except as follows:

- A. Contractor will not commence work until execution of the Grant Acceptance Agreement by MBUAPCD.
- B. Contractor may bill the County monthly.
- C. Contractor will submit a progress report with each reimbursement request.
- D. County will withhold payment to Contractor of the last ten (10) percent of the amount of compensation authorized under this Agreement until the following conditions are met:
 - 1) Acceptance of the final report by MBUAPCD; and
 - 2) Receipt by the County of a payment from Contractor for Public Works Department overhead in the amount of seven (7) percent of Contractor’s total reimbursement authorized under this Agreement.

2. The County will reimburse Contractor within the maximum amount of this Agreement for the actual cost of labor, materials and services utilized in performance of this Agreement, upon submission of time logs and itemized receipts.

- A. Contractor’s labor cost will be reimbursed at the following rates:
 - 1) Bike Repair Specialist/Supervisor: \$26.60/hour; and
 - 2) Bike Repair Educator (bilingual): \$14.63/hour.
- B. Materials and services eligible for reimbursement include tools, bicycle parts, safety equipment, duplication, office supplies, rent, utilities, and other costs approved in advance by the County.
- C. Reimbursement for rent and utilities will not exceed eight (8) percent of total reimbursement.

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
12/30/1999

PRODUCER

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Bedell/Nelson/Harbert
PO BOX 1295
SANTA CRUZ, CA 95061

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY

A TRAVELERS GROUP

COMPANY

B HIL AMERICA COMPENSATION & LIA

COMPANY

C AIG LIFE INS CO

COMPANY

D

INSURED

Growing Cycles
PO Box 288
Santa Cruz, CA 95061

GROWCO

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	NPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNER'S & CONTRACTOR S' PROT	423X593A99	05/08/1999	05/08/2000	GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRER AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
W	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	BND-GROWCO-000000014633	01/01/2000	01/01/2001	WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000
C	OTHER Accident	8RG8053955	05/13/1999	05/13/2000	Accident 25000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The County of Santa Cruz, its officers, agents and employees are named additional insured as respects the insureds operations.

CERTIFICATE HOLDER

COUNTY

Jeffrey Smedberg
County of Santa Cruz
Department of Public Works
701 Ocean Street
Santa Cruz, CA 95060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT

AUTHORIZED REPRESENTATIVE

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BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from Monterey Bay Unified Air Pollution Control District for the Bike Commute Demonstration Program; and

WHEREAS, the County is a recipient of funds in the amount of \$60,226.00 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Sections 29130(c), 29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$60,226.00 into Public Works Department

Index No. 625110 Revenue Subobject No. 1155

and that such funds be and are hereby appropriated as follows:

<u>INDEX NO.</u>	<u>ACCOUNT NO.</u>	<u>PRJ/UCD</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
625110	3590		DPW Services	\$60,226.00

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By Charlie A Jones Jr
For Department Head

Date 12-28-99

COUNTY ADMINISTRATIVE OFFICER /L/Recommended to Board

//Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this d a y o f _____, 2000, by the following vote (requires **four-fifths** vote approval):

AYES: SUPERVISORS

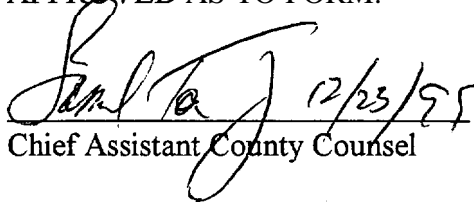
NOES: SUPERVISORS

ABSENT: SUPERVISORS

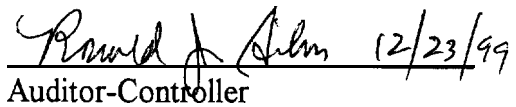
Chairperson of the Board

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:


Chief Assistant County Counsel

APPROVED
AS TO ACCOUNTING DETAIL:


Auditor-Controller

Distribution: Auditor-Controller
Public Works Department

BEFORE THE BOARD OF SUPERVISORS
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

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RESOLUTION NO. _____

On the motion of Supervisor _____
duly seconded by Supervisor _____
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

WHEREAS, the County of Santa Cruz is a recipient of funds from Growing Cycles for the Bike Commute Demonstration Program; and

WHEREAS, the County is a recipient of funds in the amount of \$4,216.00 which are either in excess of those anticipated or are not specifically set forth in the current fiscal year budget of the County; and

WHEREAS, pursuant to Government Code Sections 29130(c), 29064(b), such funds may be made available for specific appropriation by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County Auditor-Controller accept funds in the amount of \$4,216.00 into Public Works Department

Index No. 625110 Revenue Subobject No. 2384

and that such funds be and are hereby appropriated as follows:

<u>INDEX NO.</u>	<u>ACCOUNT NO.</u>	<u>PRJ/UCD</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
625110	3590		DPW Services	\$4,216.00

DEPARTMENT HEAD: I hereby certify that the fiscal provisions have been researched and that the Revenue(s) (has been) (will be) received within the current fiscal year.

By Charlie A Jones Jr
For Department Head

Date 12-27-99

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COUNTY ADMINISTRATIVE OFFICER //Recommended to Board

//Not Recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this day of _____, 2000, by the following vote (requires four-fifths vote approval):

AYES: SUPERVISORS

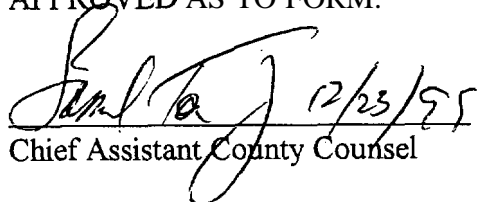
NOES: SUPERVISORS

ABSENT: SUPERVISORS

Chairperson of the Board

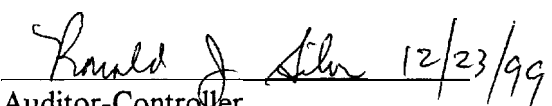
ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:



Chief Assistant County Counsel

APPROVED
AS TO ACCOUNTING DETAIL:



Auditor-Controller

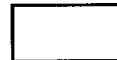
Distribution: Auditor-Controller
Public Works Department

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CONTENTS
FY 1999-00 AB 2766 Motor Vehicle Emissions Reduction Program
Grant Acceptance Agreement

The following items are included in this AB 2766 Grant Acceptance Agreement for FY 99-00.

1. **Grant Acceptance Agreement** - Six pages. Initial each page *and sign*
2. **Attachment 1: Project Description** - Three pages. Initial each page
3. **Attachment 1A: Project Narrative:** - One or more pages. Initial each page
4. **Attachment 2: Special Grant Conditions** -- One or more pages. Initial each page
5. **Attachment 3: Conflict of Interest Certification:** One page. Initial and *sign*
6. **Attachment 4: Instructions for Completing Attachments, Reimbursement Requests and Reports**



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FY 1999-00 AB 2766 Motor Vehicle Emissions Reduction Program

Grant Acceptance Agreement

**Between The
Monterey Bay Unified Air Pollution Control District (The District)
and
County of Santa Cruz (The Grantee)**

The Monterey Bay Unified Air Pollution Control District (hereafter referred to as "The District") hereby grants an amount not to exceed \$60,226 to the County of Santa Cruz (Hereinafter referred to as "Grantee" or "Sponsor Agency Grantee") for the purpose of implementing the following project:

Number: 00-17

Title of Sponsored Project: Bike Commute Demonstration

I. General Agreements

This Grant Acceptance Agreement includes Attachments 1, 1 A, 2, 3 and 4.

A. Sponsor Agency Grantee hereby agrees to:

1. Assume responsibility to implement and complete the sponsored project as outlined and in accordance with the schedule in Attachment 1 & 1A. Any changes to the project scope or schedule from that described herein must be requested in writing to the Control Officer (APCO) and accepted by the District Board prior to Grantee incurring reimbursable expenses caused by such changes;
2. Comply with all applicable District, federal, state and local laws and regulations;
3. Obtain all permits, approvals or clearances required to implement the sponsored project including District permits as needed;
4. Request the District for reimbursement of project costs with AB2766 grant funds, in the manner described in this agreement, for all expenses eligible for reimbursement under this agreement;
5. Prepare and submit all reports as described in this agreement;
6. Keep records and submit supporting documentation in a manner and form satisfactory to District staff;
7. As Sponsor Agency, perform all requests for reimbursement and accept all grant funds from the District for the purposes of this agreement in accordance with the terms of this agreement.

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B. The District hereby agrees to :

1. Promptly respond to questions regarding this agreement;
2. Reimburse approved requests for reimbursement of project expenditures, submitted in accordance with this agreement, within 30 calendar days of District approval.

II. Reimbursement Requests

1. Grantee will request reimbursement of expenditures under this agreement no more frequently than once every three months unless otherwise agreed in Attachment 2.
2. Grantee will certify that all expenditures for which reimbursement by AB2766 grant funds is requested occurred for the purposes stated in the request.
3. Grantee will submit supporting documentation for all reimbursements in a manner and form satisfactory to District staff.

III. Annual Report

1. Sponsor Agency Grantee will deliver Annual Report(s) on this project, covering the fiscal year from July 1st to June 30th;
2. Annual reports are due August 31st until project completion.
3. Grantee will submit annual reports in the format shown in Attachment 4.

IV. Project Completion

1. Time is of the essence for this agreement. Sponsor Agency Grantee must sign an acceptance agreement by February 28, 2000. The project end date will be exactly two years from the signature by both parties of the grant agreement, unless an extension to an executed agreement is agreed to by the District Board. Extensions of project end dates require that Grantee demonstrate reasonable progress, satisfactory to the District, by June 30, 2001. The following schedule is hereby agreed for this project:

- Project Start Date: The date of APCO signature of this Agreement.
- Project End date: Two years after start date .
- Project Completion Date: The earlier of end date or final reimbursement request date.

2. Prior to reimbursement by the District of the last ten (10) percent of AB2766 grant, the following conditions will be met by Grantee:

- Grantee will conduct a final project review with a District representative.
- Grantee will submit a final report, covering the period from start date to project completion, satisfactory to the District.
- The final report will be submitted within 60 days of project completion or end date, whichever comes first.
- The emissions reducing activity which qualified this project for an AB2766 grant award will be present and measured in the final report.

[Empty box for initials]

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V. Correspondence

Correspondence or notices required by this agreement shall be sent via first class mail to the addressees shown below:

District:

Doug Quetin
Air Pollution Control Officer
(attention: Dave Fairchild)
MBUAPCD
24580 Silver Cloud Court
Monterey, CA 93940
Tel (831) 647-9411;
Fax (831) 647-8501
dfair@MBUAPCD.ORG

Sponsor Agency Grantee:

County of Santa Cruz
John A. Fantham
Director of Public Works
701 Ocean Street, Room 410
Santa Cruz, CA 95060
Tel: 831-454-2160
Fax: 831-454-2385
E-mail: _____

VI. Assignment and Delegation

1. This agreement, or any benefits flowing from this agreement, may not be assigned by the Grantee;
2. Grantee may not delegate any duties or obligations under this agreement except as noted in Attachment 2;
3. In Attachment 1, Section G, Grantee will identify the specific funding source (other than AB2766 grant funds) to be used to cover administrative costs for the AB2766 grant funding of this project.

VII. Severability

If any clause or term of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the agreement shall remain in full force and effect.

VIII. Entire Agreement

1. This agreement and Attachments 1, 1 A, 2, 3 and 4 contain the entire agreement and all rights and obligations of the parties;
2. Amendments to this agreement may be proposed in writing by either party and signed and dated by the other party to be effective. Oral representations by either party or their representatives have no force or effect.

IX. Termination

A. For Cause

1. Breach of any term of this agreement by Sponsor Agency Grantee shall be a breach of the entire agreement. This agreement can be terminated without prior notice by the APCO

should Grantee act to effect or fail to prevent any of the following events without prior approval by the APCO:

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- Breach, or failure to abide by any term or condition of the agreement by Grantee;
 - Assignment of any benefits of this agreement to a third party except as provided in Attachment 2;
 - Delegation of any duties due under this agreement to a third party except as provided in Attachment 2;
 - Bankruptcy or dissolution of the Grantee;
 - Failure by Grantee to perform duties and responsibilities due in a timely, professional or competent manner;
 - Failure by Grantee to make reasonable progress toward implementing this agreement.
2. The APCO will transmit a notice of termination and end date to Grantee within three working days after termination for cause.

B. Without Cause

This agreement may be terminated without cause by the District Board with a 30 day prior written notice of termination and end date to Grantee.

C. Stop Work

Upon receipt of an APCO notice to stop work or a 30 day notice of termination, Grantee will immediately stop work on all activities for which grant funding was reimbursable under this agreement. The written notice may enable incurring reimbursable expenditures through a new end date, for purposes including:

- Continued activity needed to safeguard air quality emissions reductions reliant on grant funding as determined by the APCO;
- Continued other work necessary to terminate grant funded activities in an orderly fashion, as determined by the APCO.

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XI. Acceptance

The undersigned authorized representatives of the parties do hereby agree that to abide by all terms and conditions of this agreement.

For the Sponsor Agency Grantee:

COUNTY OF SANTA CRUZ

JOHN A. FANTHAM
Name
Director of Public Works
Title

Date

APPROVED AS TO FORM:
Sam Taylor 12/29/99

For the District:

Doug Quetin
Air Pollution Control Officer

Date

Approved as to form:

David Schott, Attorney at Law
MBUAPCD

Date

gaa17.wpd

ATTACHMENT 1 - PROJECT DESCRIPTION
FY 1999-00 AB 2766 Motor Vehicle Emissions Reduction Program
See instructions in Attachment 4

A. Grantee: County of Santa Cruz

Note: The Grantee is the Sponsoring public Agency and may not be a private corporation, person or entity.

B. Project Title: Bike Commute Demonstration

C. Budget: Total Project: \$110,551 99-00 AB2766 Grant \$60,226

D. Project No: 00-17 **E. Project Schedule:** Start: Jan. 15, 2000 End: June 30, 2001

F. Activity Budget: Type of Period: Quarter: X Semester: Year:

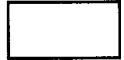
Description of AB2766 Grant Funded project activities:

- Activity 1: Program Setup and Bicycle Collection
- Activity 2: Maintenance, Repair, Recycling and Remanufacturing
- Activity 3: Bicycle and Commute Equipment Distribution
- Activity 4: Promotion and Education:- Commuting, Trailer Use, Precycling

NOTE: Report only this agreement's AB2766 grant funding in the following table:

Table F.

<u>Activity #</u>	<u>1st Period</u> Ends <u>3/31/00</u>	<u>2nd Period</u> Ends <u>6/30/00</u>	<u>3rd Period</u> Ends <u>9/30/00</u>	<u>4th Period</u> Ends <u>6/30/01</u>
1. <u>Setup</u>	\$ 9,526	\$ 5,100	\$ 3,100	\$ 1,600
2. <u>Maintenance</u>	\$ 7,500	\$ 2,600	\$ 3,100	\$ 1,600
3. <u>Equipment</u>	\$ 3,750	\$ 6,100	\$ 3,100	\$ 1,600
4. <u>Promotion</u>	\$ 3,750	\$ 3,100	\$ 3,100	\$ 1,600
Total	\$ 24,526	\$ 16,900	\$ 12,400	\$ 6,400



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G. Total Project Budget:

	<u>AB2766 Grant</u>	<u>Other Secured Funds</u>	<u>Project Total</u>
Equipment	\$ 400	\$ 6,500	\$ 6,900
Other capital	---	\$ ---	\$ ---
Personnel	\$32,240	\$21,409	\$ 53,649
Other operating	\$27,586	\$18,200	\$ 45,786
Grant Administration	\$ XXXXX	\$ 4,216	\$ 4,216
Total	\$ 60,226	\$ 50,325	\$ 110,551

Status Notes: Secured funds are available or guaranteed by Grantee by date agreement is signed by APCO. AB2766 Grant total is the approved grant for this project; Project Total includes Other Secured Funds.

H. Status of Other Funding Sources:

Date of this status report: 12/14/99

<u>Other Funding Source</u>	<u>Amount</u>	<u>Notes on Status</u>
1. <u>SCCRTC</u>	\$ 1,500	Secured
2. <u>City of Santa Cruz</u>	\$ 1,500	"
3. <u>Growing Cycles cash in-kind</u>	\$ 3,000	"
4. <u>Growing Cycles non-cash in-kind</u>	\$26,021	"
5. <u>County of Santa Cruz HRA</u>	\$	"
6. <u>Worker Trainee</u>	\$18,304	"
Total	\$50,325	

I. Monitoring Program:

Grantee will collect and report to the District the following travel activity data measurements at the frequencies shown. Any special conditions for collecting or reporting these data are listed in Attachment 2.

- Data Collection Method (E.g.: surveys, counts, other): Initial (2nd month after bike receipt) and annual survey of bike recipients; repair logs, counts. See travel data to be collected from all bike recipients in Attachment 2.
- | <u>Unit of measure</u> | <u>Frequency</u> | <u>Method</u> |
|------------------------------------|---------------------------------------|---------------|
| 1. Number of bikes distributed | continuous, report annually | count |
| 2. Length and freq. of bike trips | at 2 nd month, then annual | census |
| 3. Number of workshop participants | continuous, report annually | count |
| 4. Recipient travel data | annual survey | survey |

J. Contacts:

District:

Doug Quetin
Air Pollution Control Officer
Attention: Dave Fairchild
MBUAPCD
24580 Silver Cloud Court
Monterey, CA 93940
Tel (83 1) 647-9411;
Fax (83 1) 647-8501
dfair@MBUAPCD . ORG

**Sponsor Agency Grantee:
Program or Project Manager**

Jeffrey Smedberg
Recycling Programs Coordinator
Tel: **831-454-2373**
Fax: **831-454-2385**
E-mail: recycle@co.santa-cruz.ca.us

Request for Reimbursement

Len Dreyer
Fiscal Officer
Tel: 831-454-2399
Fax: **831-454-2385**
E-mail: _____

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K. Emissions and Cost Effectiveness Calculations:

Prepared by District staff: See attached worksheet. Note: emissions reduction estimates are provided for illustrative purposes. Emissions reductions are not required since this is an educational project.

Useful Life of Project :	Edu - N/A. Years
Approved AB2766 Grant:	\$60,226
Prior AB2766 Grant Award:	\$0
Total Tons over Useful Life:	3.633 Tons, Sum of NOx, ROG and PM,,
Cost Effectiveness =	\$16,577

Note: Cost effectiveness is the amount of this grant award plus any prior AB2766 grants awarded to this project, divided by total tons over the project's useful life.

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Emissions input and draft calcs		County of Santa Cruz Bike Commute' Demonstration	
Measure per bicycle	Unit	Vehicle Trips Replaced	Notes
Number of bicycles distributed		150	
(D) Days of operation per year	days	200	
(Trips) Daily one-way trips, per bike	trips	2	
(A) Average Pct. SOV prior travel	%	70%	<i>Employed recipients only -- See note a</i>
Daily Vehicle Trips, all bikes		210	<i>Trips x Pct Prior SOV</i>
(L-comm) Trip length, one way	miles	3.00	<i>Commuter L is local default</i>
Daily VMT, all bikes		630	<i>Daily trips x L</i>
Annual Trips		126,000	<i>CommT</i>
Annual VMT		378,000	<i>Trips x L</i>
EMFAC		5 yr	
ROG	trips	4.98	<i>Commuter</i>
NOx	trips	2.05	"
ROG	VMT	0.55	
NOx	VMT	1.02	
PM10	VMT	0.45	
PROJECT LIFETIME	Yrs	2	Net Reduction
ROG	lbs		3,680
NOx	lbs		2,836
PM10	lbs		749
TOTAL TONS =			3.633
At \$20K/Ton, entire project maximum award =		\$ 7 2 , 6 5 8	

a. Assumes recipients of bicycles were all previously employed.

ATTACHMENT 1A - PROJECT NARRATIVE
FY 1999-00 AB 2766 Motor Vehicle Emissions Reduction Program
See instructions in Attachment 4

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Project Title: 00-17 Bike Commute Demonstration
Grantee Agency: County of Santa Cruz

See attached

ATTACHMENT 1A – PROJECT NARRATIVE

FY 1999-2000 AB 2766 Motor Vehicle Emissions Reduction Grant Program

Project Title BIKE COMMUTE DEMONSTRATION PROJECT

Grantee Agency Department of Public Works of Santa Cruz County

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The **Department of Public Works**, in collaboration **with the Environmental Council/Friends of Growing Cycles**, proposes to provide a demonstration bike distribution and safety project in part of Santa Cruz County. This is designed as a two-year project, and \$60,226 is being requested for the first year at this time. The Bike Commute Demonstration Project plans to distribute 150 bicycles and safety equipment to adult low-income residents in Santa Cruz County to go to work. The focus will be on individuals that are at or approaching a decision point regarding transportation, and participating in a welfare-to-work program. In addition, repair classes and maintenance workshops will be provided to 300 low-income residents to ensure that these individuals can continue getting to work by bicycle. During its first year, the demonstration/education project will focus its activities in Santa Cruz, Live Oak and Capitola. During its second year the program will expand to the Pajaro Valley.

Participants will include low-income adults who are participating in the CalWORKS welfare-to-work program, or who left CalWORKS within the past 12 months after finding a job. According to the recent Transportation Survey of CalWORKS participants in Santa Cruz County, 38% (approximately 760 adults) would prefer to use bikes as alternatives to automobiles as their primary means of transportation to work. In the spirit of prevention and encouraging self sufficiency, the program will be open to other low-income job seekers, workers and youth.

The Goal is to improve air quality by providing access to bicycles, safety equipment and affordable repairs to low-income individuals entering or returning to the labor market who would otherwise be driving up to 7 miles to and from work. It is estimated that the project will directly eliminate 72,000 work-related auto trips in the first year, removing corresponding amounts of particulate matter from the air. By providing access to cargo trailers (burleys), the project will also eliminate 23,400 short distance stop-and-go car trips to grocery stores and self-service laundries. In addition, air quality will be maintained by keeping bikes that are currently used for regular transportation to and from work in good working order. The project will divert surplus bicycles from the waste stream, educate program participants and the public in bicycle maintenance and product selection to increase the functional life of bicycles used for commuting. Given its simplicity, this project should be replicable in other locations.

Objectives will include: 1) recycling 150 bikes to low-income job seekers or workers; 2) educating 750 low-income residents on safe bicycle use, repair, maintenance, and product selection for quality, durability, and repairability to achieve longer useful life; 3) distributing safety equipment to 300 low-income bike commuters; and 4) reducing car trips to and from work and errands.

Funds will be used to repair used bicycles for distribution, teach bike repair skills and bike commuting safety, educate around the issues of bicycle maintenance and selection of

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quality repairable bikes to insure a long life time for an individual bike and to provide essential bicycle gear (bicycles, helmets, locks, rain gear, lights, cargo burleys, air pumps), and to provide partial staffing, rent, utilities, phone, bike tools, bike parts, and supplies. Growing Cycles will work closely with the Santa Cruz County Regional Transportation Commission and local law enforcement agencies to salvage unclaimed bicycles, and bicycles will be donated by a number of sources through Growing Cycles' existing bicycle collection program. Referrals of low-income job seekers and workers from the County Human Resources Agency, Community Action Board, Families in Transition, and Growing Cycles participants will be given top priority for bicycles.

A local cash match of \$17,500 will be provided by Growing Cycles, including \$1,500 from the Santa Cruz County Regional Transportation Commission, \$5,000 from the City of Santa Cruz; and \$3,000 from the County Waste Reduction Grants Program. This funding is a mix of funds applied for and funds already committed. An in-kind match of \$50,964 in already committed funds will also be provided, including \$18,304 from the Welfare-to-Work 85% Program for a .8 FTE work experience position. Matching funds are detailed below.

Project Phases

Quarter One: Staff will be hired. Tools and parts will be purchased. Used bikes will be collected and repaired. Bike workshops will be arranged at locations in Santa Cruz, Live Oak, and Capitola.

Quarter Two: Publicity and materials for workshops will be developed. More bikes will be collected and repaired, and 50 bikes and safety equipment will be distributed. Publicity will be distributed to CalWORKs participants in Santa Cruz, Live Oak, and Capitola. Twenty summer bike workshops will be held. Evaluation of results will begin.

Quarter Three: More bikes will be collected and repaired, and 50 bikes and safety equipment will be distributed. Twenty bike education sessions will be held. Evaluation of results will continue.

Quarter Four: More bikes will be collected and repaired, and 50 bikes and safety equipment will be distributed. Twenty bike education sessions and maintenance workshops will be held. Bike education and maintenance workshops will include information on selecting quality repairable bicycles. Evaluation of the project will conclude at the end of this quarter.

Year Two: Project will be expanded to the Pajaro Valley, including Watsonville and surrounding communities.

Project Sponsors

The County of Santa Cruz Department of Public Works (DPW) is the fiscal sponsor. The Human Resources Agency (HRA) is a key collaborative partner in this project. As a department of Santa Cruz County, HRA operates all of the employment and training programs of the County, including CalWORKs, the Job Training Partnership Act program (JTPA), and the One-Stop Career Centers in Santa Cruz, Capitola, and Watsonville. The key activities outlined in this proposal will be made available at the

One-Stop Career Center System. DPW plans to contract with Growing Cycles for the operation of the Bike Commute Demonstration Project.

Contractor Profile

Growing Cycles received Transportation Excellence Awards in 1996 and 1998 from the Santa Cruz County Regional Transportation Commission. Growing Cycles offers the following resources to ensure the success of this program: a core group of active volunteers, youth trainee workers, a bike repair workshop, the capacity for mobile services, and a warehouse and office in Santa Cruz. The Growing Cycles north county bike repair workshop is located within walking distance of the Santa Cruz Metro Center and near several bus lines. The 1000+ square foot facility features six bike repair workstations with professional stands and tools. It includes an extensive new and used parts department. It also features five computer workstations. Several portable tool sets and stands allow Growing Cycles to bring its services to groups at locations throughout the county in mobile workshops. In addition, Growing Cycles has a warehouse facility outfitted for storing and repairing donated bikes less than a mile from its north county workshop.

Growing Cycles works with teams of 3 to 6 youth workers recycling bicycles and providing safety training. It has worked with both summer and school year youth trainees. Under the direction of Harry Baker, Program Coordinator, volunteers, paid supervisors, and teen workers run and apprentice in all the components of a bike collection, reuse, and education program. This program directly diverts bikes from the waste stream and educates low-income adults and youth in safe bike use and maintenance habits.

Growing Cycles is also part of the Youth Bicycle Education Network, an international network of similar programs. The Network provides Growing Cycles with access to program models, inspiration and support from successful organizations across the U.S. and Canada, and a distribution network for its own model programs.

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TO: Monterey Bay Unified Air Pollution Control District
Attn. Dave Fairchild
RE: addendum to AB2766 application **Bike Commute Demonstration Project-Santa Cruz Department of Public Works**
From: Harry Baker phone 831457-2453 fax 831457-0616

MONTEREY BAY
UNIFIED APOC

'99 JUN -8 A9:30

The following is a description of monitoring and measurements to be collected during the project.

This section should appear in section **A-1 Project Narrative** after "Program Phases"

Monitoring

Follow-up Transportation survey- The Human Resources Agency conducted a transportation survey in the past we will assist in designing a follow-up survey and compare the results with the earlier survey especially for the geographic areas in which we are focusing. The past survey covered transportation needs and habits and preferences. The follow-up survey will include questions matched to the originals for comparison and will ask for more detail regarding bike use.

Repair logs- When program participants repair their bike at our main workshop we log the repair we will add to our record system a note making it clear whether preventative maintenance is being done or whether part of the bike had failed and was being fixed or replaced. We will also log whether this failure had prevented them from getting to work and what alternatives they exercised.

Workshop sign-in records- Attendance at repair & maintenance or bike commute & safety workshops at our facility or at facilities throughout the county will be recorded. Participants will also be given the opportunity to fill out a feedback form to indicate whether they learned what they needed at the workshop and indicate what they would like to see offered at other workshops.

Participant intake form- All participants receiving bikes will fill out an application indicating their commute length or expected commute length and how much of it they will travel by bike and how often. This same information will be collected from a sample workshop participants and from a sample of participants making repairs at our workshop.



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ATTACHMENT 2: SPECIAL GRANT CONDITIONS
FY 1999-00 AB 2766 Motor Vehicle Emissions Reduction Program

To be prepared by District -- See instructions in Attachment 4

Project: 00-17 Bike Commute Demonstration
Grantee Agency: County of Santa Cruz

These special conditions will take precedence over any conflicting general terms and conditions found elsewhere in this Agreement.

1. Repair logs will be kept which identify bike repairs performed, identifying the bike, date and type of repair.
2. Bicycles distributed under this agreement will be logged by serial number, date of distribution and recipient name and full street address, including zip code.
3. Attendance will be counted at repair and maintenance or bike commute and safety workshops.
4. Recipients of bikes will complete an application form, stating: their residence street address; whether employed or enrolled in a training program with the objective of employment, which may include classes or internship; name and address of employer or training program; projected term and full or part-time status of employment or training; travel distance in miles from home to work or training; and whether applicant intends to bike to work or training.
5. Grantee will conduct an ongoing survey of all bike recipients, taken at least two months after first receiving a bike. This survey will collect, for each of the following travel modes, the number of days that recipient used each mode to get to work during the week prior to the survey:
 - A. Bus
 - B. Carp001 or Vanpool
 - C. Bike or walk
 - D. Drive alone
 - E. Work at home
 - F. No response; not reached or not available.
6. This survey will use the following question format:

Q1: "During the past week, how did you get to work or your training program -- drive alone, bus, carpool, vanpool, bike, walk?"

Q2: "Did you "Telecommute" or work at home?"

Q3: "How many days during the week did you. ..?" [Q1 or Q2 mode]

Q4: [If less than five days for Q3]: "How did you get to work on the other days?"
7. Grantee will ask the same travel mode questions of all bike recipients. Grantee will tabulate the days traveled in each travel mode for all members. These tabulations will be reported to the District with each annual and final report.
8. Records will be kept of all survey results, and made available for inspection by the District on request.
9. Grantee will refer requests for information regarding ride matching; vanpool incentives or Emergency Guaranteed Ride Home assistance to the appropriate agencies.
10. Grantee may delegate duties under this agreement to: Growing Cycles.
11. Reimbursement under this Agreement shall be paid directly to the County of Santa Cruz.

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**ATTACHMENT 3 - CONFLICT OF INTEREST CERTIFICATION
FY 1999-00 AB 2766 Motor Vehicle Emissions Reduction Program**

**Project: 00-17 Bike Commute Demonstration
Grantee Agency: County of Santa Cruz**

I certify that no principal, director, or executive ("principal") for the Sponsor Agency Grantee is a member of the Board of Directors, Advisory Committee, Hearing Board or any other District committee or staff member of the District staff, with exceptions noted below, if any. I further certify that no principal of the Grantee has any economic relationship with a member of the Board of Directors, Advisory Committee, or Hearing Board or any staff member of the District, with exceptions noted below, if any. Non-disclosure of such relationships may result in termination of the agreement.

Exceptions (if any): County of Santa Cruz Supervisors Tony Campos and Walt Symons
are members of the MBUAPCD Board.

_____ Date _____
(Signature)

JOHN A. FANTHAM
Name

Director of Public Works
Title

County of Santa Cruz
Sponsor Agency Grantee

This concludes Attachment 3

**ATTACHMENT 4 - INSTRUCTIONS FOR COMPLETING ATTACHMENTS,
REIMBURSEMENT REQUESTS AND REPORTS
FY 1999-2000 AB 2766 Motor Vehicle Emissions Reduction Program**

Project: Number (00- *) and title as shown on the draft Grant Acceptance Agreement (GAA).

Grantee Agency: Shown on draft GAA. Must be a public agency.

Instructions for: Attachment 1 - PROJECT DESCRIPTION

A. Grantee Name: Same as Grantee, or Sponsoring Agency shown on draft GAA.

B. Date Grant Acceptance Agreement signed by APCO. To be entered by District staff.

C. Budget: Total budget may be increased with secured funds, but not amount of AB2766 grant funding.

D. Project Title: As on draft GAA.

E. Project Schedule: Project Start date is when Grant Acceptance Agreement is signed by APCO. Project End Date is two years later. These dates are entered by District upon execution of the Agreement. The Project End Date must be Feb. 28, 2001 or before, unless an extension is approved by the District Board.

F. Activity Budget

Activity. Activities are identified by the Grantee. Up to four specific activities for the project are described here.

Activity Periods. Up to four activity periods are identified by the Grantee. The first period will include the project start date and the last period will include the project end date. Periods may be calendar years, semesters or quarters. For annual reports and final reports, must end on June 30th. The last period in any report must end June 30th.

Activity by Period. Project costs to be reimbursed by AB2766 grant funds only are shown here. Budget line items total to the approved AB2766 grant amount in Section C. Grant administrative costs are *not* reimbursable.

G. Total Project Budget: This table shows the total project budget for the entire project covered by this agreement. Identify a line item for all project costs whether to be reimbursed by approved AB2766 grant or from other funding sources. The total for the AB2766 grant column should equal the approved grant amount shown in Section C. This plus the Other Secured Funding column should *sum* to the Project Total as also shown in Section C. The costs of administering the AB2766 Grant may not be reimbursed from the AB2766 Grant.

H. Status of Other Funding Sources: Indicate the source and amount of funds shown under "Other Secured " in Section G. Prior to APCO signature of this Grant Acceptance Agreement, all other funding sources shown in this table must be secure. Secured funding is defined as funding for which the source is specified and whose availability is either certain or assured by formal approval action; and for which the source has obligated, committed, or allocated the funding to this project, with all conditions to that allocation having been met.

I. Monitoring Program: Complete each item indicating what type of monitoring is to be

**ATTACHMENT 4 - INSTRUCTIONS FOR COMPLETING ATTACHMENTS,
REIMBURSEMENT REQUESTS AND REPORTS
FY 1999-2000 AB 2766 Motor Vehicle Emissions Reduction Program**

conducted as the basis for estimating emission reductions over the report period. Any special conditions applicable will be included in Attachment 2.

J. Contact Person: Indicate the contact person for grant management **and** for requests for reimbursement, if different.

K. Emissions and Cost Effectiveness Calculations: Prepared by District staff.

Instructions for: Attachment 1A - PROJECT NARRATIVE

The project narrative describes the project concept and scope and phased implementation activities as needed. Project maps, graphics, tables, photographs may be used to supplement the narrative description. If unchanged, the original application version may be used in the Acceptance Agreement.

Instructions for: Attachment 2 - SPECIAL GRANT CONDITIONS

Special terms and conditions applicable to this specific project are shown here. Attachment 2 terms and conditions take precedence if conflicting with the rest of the agreement.

Instructions for: Attachment 3 - CONFLICT OF INTEREST CERTIFICATION

In this attachment the Sponsor Agency Grantee discloses whether any principal, director, or executive (“principal”) of the Grantee has any of the identified relationships to the District or its committees or staff. If such a relationship exists, or is expected to exist during the term of the project, the identity of the principal and the relationship are shown here. Disclosure does not imply rescission of the District grant award, only a deliberate non- disclosure will terminate the agreement. An authorized representative of the Grantee signs this certification.

Instructions for: REQUESTS FOR REIMBURSEMENT.

A request for reimbursement must be approved by District staff prior to disbursement of grant funds. Requests for reimbursement will be sent to the District, marked “ Attention: Accounting Division”, and will contain the following:

1. Amount of AB2766 grant funds:
 - Currently requested by budget item.
 - Received to date under this agreement, by budget item.
 - Remaining to be reimbursed under this agreement, by budget item.
2. Supporting documentation, for reimbursable expenditures, satisfactory to District staff. Such documentation may include - but is not limited to: vendor invoices, receipts, purchase orders, spreadsheets or other computer reports from project cost tracking software: listings of employees included in payroll expenditures, or any other documents which will explain and support the actual expenditures claimed for reimbursement.-
3. Certification, by Grantee’s authorized representative, that all expenditures for which reimbursement by AB2766 grant funds occurred for the purposes stated in the

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**ATTACHMENT 4 - INSTRUCTIONS FOR COMPLETING ATTACHMENTS,
REIMBURSEMENT REQUESTS AND REPORTS
FY 1999-2000 AB 2766 Motor Vehicle Emissions Reduction Program**

reimbursement request.

- 4. Narrative report. Describe project scope and implementation activities, as in Attachment 1A. Project maps, graphics, tables, photographs or line art may be used to supplement a narrative description of the project. Report progress since the last report or reimbursement request. Include any problems anticipated in meeting the project completion schedule, achieving target emission reductions or otherwise implementing the grant funded project. If the timing of a reimbursement request coincides with an annual or final report, include those reports with the reimbursement request.
- 5. Name of preparer and signature of authorized representative of Sponsor Agency Grantee.

ANNUAL AND FINAL REPORTS

The Annual Reports are for fiscal years ending June 30th, and the Final Reports for the entire duration of the project. Annual and Final Report formats use the same format as follows:

- 1. Cover/Title Page
- 2. Executive Summary - A general summary of activity over the reporting period - up to two pages.
- 3. Table of Contents - Show page numbers of text sections, as well as tables and figures (if any).
- 4. Chapter I: Introduction - Briefly describe the history, purpose and need for project, the nature of the project and what general air quality improvements are expected to result.
- 5. Chapter II: Project Description - Use Attachment 1 of the Grant Acceptance Agreement for this Chapter, supplemented if necessary to describe the scope, cost, funding and duration of the entire project. Section I of this Attachment will be used to report the type and amount of monitoring data collected for the reporting period. Section K. Emissions Reductions will be calculated by District as described below.

Grantee will transmit Section I monitoring data, satisfactory to District staff, for District calculation of emissions reductions. District staff will calculate the amount of emissions reduced by the project and transmit these calculations to Grantee for use in Attachment 1, Section K.

- 7. Chapter III: Project Results - This narrative chapter will describe the project in detail. Describe the who, when and how of project execution during the past fiscal year (project term for final report). Describe achievements and successes as well as any delays or other problems. Discuss Grantee project management, and relationships with other sponsors or participants if any. Discuss phasing, scheduling and special conditions, if any. Include any changes to the project from the Grant Agreement or last report during the reporting period. Photographs or line art may be substituted for text to document project results. Use the emission reduction calculations prepared by District staff for Section K above to report air quality benefits achieved or emission reductions produced during the reporting period.

This concludes Attachment 4

COUNTY OF SANTA CRUZ

REQUEST FOR APPROVAL OF AGREEMENT

0458

TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: PUBLIC WORKS (Dept.)
[Signature] (Signature) 12-23-99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

- 1. Said agreement is between the COUNTY OF SANTA CRUZ (Agency) and Growing Cycles, P. O. Box 228, Santa Cruz, CA 95061-0228 (Name & Address)
2. The agreement will provide Bike Commute Demonstration Project
3. The agreement is needed, because the work can be handled most expeditiously by contract.
4. Period of the agreement is from Board Approval to June 30, 2000
5. Anticipated cost is \$60,226.00 (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Contract \$60,226.00; Overhead \$4,215.82; Total \$64,441.82
7. Appropriations are budgeted in 625110 ! 51358 ! 3665 ! (Index#) 3590 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. CO 92000 Date 12/23/99
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the Director of Public Works to execute the same on behalf of the Department of Public Works (Agency).

Remarks: [Signature] (Analyst) County Administrative Officer [Signature] Date 1/4/99

Agreement approved as to form. Date

JS:bbs

- Distribution: Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I, [Signature] ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz, State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered in the minutes of said Board on [Date] County Administrative Officer [Signature] Deputy Clerk [Signature]