



County of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 95060
 (931) 4643160 FAX (631) 464-2366 TDD (831) 464-2123

THOMAS L. BOLICH
 DIRECTOR OF PUBLIC WORKS

AGENDA: FEBRUARY 27, 2001

February 20, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
 Santa Cruz, California 95060

SUBJECT: AIR DISTRICT GRANT, BIKE COMMUTE DEMONSTRATION PROJECT
 PHASE II

Members of the Board:

On June 20, 2000, your Board approved the submission of an application for the AB 2766 Motor Vehicle Emissions Reduction Grant Program to the Monterey Bay Unified Air Pollution Control District (MBUAPCD). Our application for Phase II of our Bike Commute Demonstration Project was successful, being awarded partial funding on August 16, 2000, by the MBUAPCD Board.

The goal of Phase I of the Bike Commute Demonstration Project, whose implementation began in February 2000, 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 is on individuals who are participating in a welfare-to-work program. Repair classes and maintenance workshops are provided to low-income residents to ensure that these individuals can continue getting to work by bicycle.

The second phase of the project, to continue the program after completion of the first phase in June 2001, would expand the same benefits to the south county utilizing the same primary contractor, Growing Cycles, a nonprofit organization based in Santa Cruz. 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 \$10,000.

As this project was not anticipated during budget hearings, a resolution accepting unanticipated revenue is attached for your Board's approval to authorize receipt and appropriation of grant funding from MBUAPCD.

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

1. Approve a grant acceptance agreement with the Monterey Bay Unified Air Pollution Control District for the Bike Commute Demonstration Project, Phase II, for a not-to-exceed amount of \$10,000.
2. Approve an independent contractor agreement with Crowing Cycles to carry out the Bike Commute Demonstration Project, for a not-to-exceed amount of \$10,000.
3. Adopt resolution accepting unanticipated revenue from MBUAPCD in the amount of \$10,000 to facilitate the Bike Commute Demonstration Project,
4. Authorize the Director of Public Works to sign the contracts on behalf of the County of Santa Cruz.

Yours truly,


THOMAS L. BOLICH
 Director of Public Works

JS:mg

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

copy to: Public Works
 Monterey Bay Unified Air Pollution Control District
 Crowing Cycles

COMM HRA Administrator

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 the Monterey Bay Unified Air Pollution Control District for the Bike Commute Demonstration Program Phase II; and

WHEREAS, the County will receive funds in the amount of \$10,000 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 \$10,000 into the Public Works Department:

REVENUE				
T/C	INDEX NO.	SUBJECT NUMBER	ACCOUNT NAME	AMOUNT
001	625110	1155	DPW Services	\$10,000

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

EXPENDITURE				
T/C	INDEX NO.	SUBJECT PRJ/UCD	ACCOUNT NAME	AMOUNT
021	625110	3590	DPW Services	\$10,000

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 
Department Head

Date 2/13/01

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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 0 day of _____, 2001, 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:

D. McRae 2-13-01
Chief Assistant County Counsel

APPROVED
AS TO ACCOUNTING DETAIL:

625110
P. Willoughby 2/14/01
Auditor-Controller

Distribution: Auditor-Controller
Public Works Department

COUNTY OF SANTA CRUZ

0297

REQUEST FOR APPROVAL OF AGREEMENT

Vendor 982

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

FROM: PUBLIC WORKS DEPARTMENT (Dept.)
[Signature] (Signature) 2-12-01 (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)
GROWING CYCLES,
and P.O. BOX 288, SANTA CRUZ, CA 950614228 (Name & Address)
- 2. The agreement will provide BIKE COMMUTE DEMONSTRATION PROJECT - Phase II
- 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, 2001
- 5. Anticipated cost is \$ 10,000 (Fixed amount; Monthly rate; Not to exceed)
- 6. Remarks: CONTRACT \$10,000; OVERHEAD \$700.00; TOTAL \$10,700
- 7. Appropriations are budgeted in 625110 !51358! 3665! (Index#) 3590 (Subobject)

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

Appropriation are available and have been encumbered. Contract No. Co 0235H Date 2-14-01
(W-9 ON FILE)
GARY A. KNUTSON, Auditor - Controller
By [Signature] Deputy.

Proposed 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 PUBLIC WORKS DEPARTMENT (Agency).
County Administrative Officer

Remarks: -DM (Analyst) By [Signature] Date 2/20/01

Agreement approved as to form. Date _____

JS:mg

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - [initials]
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod
*To C-rig. Dept. if rejected.
DM-29 (6/95)

State of California)
County of Santa Cruz) ss
I _____ 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 _____ County Administrative Officer
_____ 19 _____ By _____ Deputy Clerk

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Contract No. _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 27th day of February, 2001, 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, Phase II, as described in Scope of Work.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$10,000, in a manner described in Scope of Work.

3. TERM. ~~The term of this contract shall be~~ o v a l u n t i l 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 CONTRACTORS 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

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equivalent to that required of CONTRACTOR in this Agreement, unless CONTRACTOR and COUNTY both initial here _____/_____.

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 AB / AW.

(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 - L.

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.”

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

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

0300

(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
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.

(3) In the event of the CONTRACTORS 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.

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.

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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. ACKNOWLEDGMENT. CONTRACTOR shall acknowledge in all reports and literature that the Santa Cruz County Board of Supervisors has provided funding to the CONTRACTOR.

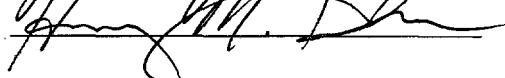
15. ATTACHMENTS. This Agreement includes the following attachments: Scope of Work.

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

COUNTY OF SANTA CRUZ

CONTRACTOR
GROWING CYCLES

By: _____
Director of Public Works

By: 

Address: P. O. Box 288
Santa Cruz, CA 95061-0288

APPROVED AS TO FORM:

Telephone: (831) 457-2453

FAX: 457 0616

By:  2-13-01
Chief Assistant County Counsel

E-MAIL bike@calcentral.com

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JS:bbs

GROB
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Contract No. _____

SCOPE OF WORK

Monterey Bay Unified Air Pollution Control District Grant Program

Project: Bike Commute Demonstration Project - Phase II

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 - Phase II, 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 and other costs approved in advance by the County utilized in performance of this Agreement, upon submission of time logs and itemized receipts. Contractor's labor cost will be reimbursed at the following rates:

- 1) Bike Repair Specialist/Supervisor: \$27.66/hour; and
- 2) Bike Repair Educator (bilingual): \$15.22/hour.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/07/2001

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

INSURED
Growing Cycles
PO Box 288
Santa Cruz, CA 95061

GROW00

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 STATE COMPENSATION INSURANCE F
- COMPANY
I C AIG LIFE INS CO
- COMPANY
D

COVERAGES

THIS IS TO CERTIFY 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 "A" CLAIMS

CO LTR	TYPE 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 <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNERS & CONTRACTORS PROI	423X593A-2000	05/08/2000	05/08/2001	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP OR AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 PROP DAMAGE (Any one fire) \$ 50,000 MED EXPL (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY \$ EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY <input type="checkbox"/> THE EMPLOYER/ PARTNERS/EXECUTIVE OFFICERS ARE <input checked="" type="checkbox"/> INCL <input type="checkbox"/> EXCL	BND-GROW00-000000014698	01/01/2001	01/01/2002	FL DISEASE - POLICY LIMIT \$ 1,000,000 FL DISEASE - EA EMPLOYEE \$ 1,000,000
C	OTHER Accident	BRC8053955	05/13/2000	05/13/2001	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 ~~ISSUE~~ MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

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Grant Acceptance Agreement
Project No 01-53

September 12, 2000

Grantee Initials:

CONTENTS
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program
Grant Acceptance Agreement

The following items constitute this grant acceptance agreement.

1. **Grant Acceptance Agreement** - Five pages. Initial each page *and sign*.
- 2.. **Attachment 1: Project Description** - Two pages. Grantee to provide current description and initial each page.
3. **Attachment 1A: Project Narrative** - One or more pages. Grantee to provide current description, and initial each page.
4. **Attachment 2: Special Grant Conditions** - One or more pages. District conditions for this grant. Grantee initials each page.
5. **Attachment 3: Conflict of Interest Certification** - One page. Initial *and sign* this page.
6. **Attachment 4: Instructions for Completing Grant Acceptance Agreement, Reimbursement Requests, and Reports** - Four pages. Instructions to Grantee for preparing the final grant agreement, invoices and reports.

FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program

0306

Grant Acceptance Agreement

Between The
Monterey Bay Unified Air Pollution Control District
and
the County of Santa Cruz

The Monterey Bay Unified Air Pollution Control District (hereafter referred to as "The District") hereby grants an amount not to exceed \$10,000 to the County of Santa Cruz, (a sponsoring public agency, hereinafter referred to as "Grantee") to implement the following project:

Number: 01-53

Project Title : Bike Commute Demonstration Program - Phase II

I. General Agreements

This agreement includes Attachments 1, 1 A, 2, 3 and 4.

A. Grantee hereby agrees to:

1. Assume responsibility to implement and complete the entire 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 and obtain all permits, approvals or clearances required to implement the sponsored project including District permits as needed;
3. Collect travel activity data and submit all reports as described in this agreement;
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. Collect data, keep records and submit supporting documentation in a manner and form satisfactory to District staff;
6. As Sponsor Agency, Grantee 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. Requests for Reimbursement

1. Grantee will deliver requests to the District, attention: Accounting Division, for reimbursement of expenditures under this agreement no more frequently than once every three months unless otherwise agreed in Attachment 2.
2. Requests for reimbursement submitted by Grantee constitute certification by Grantee that all costs were incurred 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. Annual reports, or if the project is completed within one year, a final report will be delivered by Grantee to the District covering the period ending June 30 of each year beginning June 30, 2001, until project completion.
2. Annual and final reports will be delivered in the format shown in Attachment 4.

IV. Project Completion

1. Time is of the essence for this agreement. Grantee must sign a grant acceptance agreement by February 28, 2001. The grant agreement will expire two years from signature by both parties to the grant agreement, unless an extension is approved by the District Board.
2. Extensions of grant agreements require Grantee demonstration, satisfactory to District staff, that delay was not due to acts or omissions by Grantee. Extensions of project end dates require that Grantee demonstrate reasonable progress, satisfactory to the District, by June 30, 2002. The following schedule is hereby agreed for the grant funded 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.
3. Final reimbursement requests must be accompanied by a final report.
4. 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.
- A 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 at the time of the final report.

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

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: _____

VI. Assignment and Delegation

1. This agreement, or any benefits flowing from this agreement, may not be assigned by the Grantee except as provided in Attachment 2;
2. Grantee may not delegate any duties or obligations under this agreement except as provided in Attachment 2;

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 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:
 - 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.

XI. Acceptance

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

For the Grantee:

COUNTY OF SANTA CRUZ

For the District:

Signature

THOMAS L. BOLICH

Name

DIRECTOR OF PUBLIC WORKS

Title

Signature

Doug Quetin

Air Pollution Control Officer

Date

Date

Approved as to form:

David Schott, Attorney at Law

Date

ATTACHMENT 1 - PROJECT DESCRIPTION
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program

A. Grantee: County of Santa Cruz . Grantee is a sponsoring public agency, and may not be a private corporation, person or entity.

B. Project: 01- 53 Bike Commute Demonstration Program - Phase II

C. Budget: Total Project Amount: ~~\$111,900~~ \$44,750
00-01 AB2766 Grant: \$10,000

D . Project End Date: 6/30/02.

E. Activity Budget:

NOTE: Describe each AB2766 Grant Funded project activity: Add others if needed.

- Activity 1: Setup, Bike Co31 Ection
Activity 2: Recycling, Repair, Maintenance, Remanufacturing
Activity 3: Commute Equipment Distribution
Activity 4: Outreach & Public Education: Commuting, Trailer Use

Table F. AB2766 Grant Funding

NOTE: Report *only* this agreement's AB2766 grant funding in table F. Period totals must equal grant amount.

Specify period used: Quarter: X Semester: Year:

<u>Activity #</u>	<u>1st Period</u> Ends <u>9/30</u>	<u>2nd Period</u> Ends <u>12/31</u>	<u>3rd Period</u> Ends <u>3/30</u>	<u>4th Period</u> Ends <u>6/30/02</u>
<u>1.Setup</u>	\$ <u>500</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
<u>2.Recycling</u>	\$ <u>2,000</u>	\$ <u>1,000</u>	\$ <u>500</u>	\$ <u>0</u>
<u>3.Commute</u>	\$ <u>1,000</u>	\$ <u>1,000</u>	\$ <u>500</u>	\$ <u>500</u>
<u>4.Outreach</u>	\$ <u>500</u>	\$ <u>1,000</u>	\$ <u>1,000</u>	\$ <u>500</u>
Total	\$ <u>43000,</u>	<u>0 0 0</u>	\$ <u>2</u>	\$ <u>1,000</u>

G. Total Project Budget:

NOTE: Show all funding for grant administration under Other Secured Funds. Secured funds are guaranteed to be secured for this project by the date agreement signed by Grantee. Grant total plus other secured funds total must equal Table G project total.

	<u>AB2766</u> <u>GRANT</u>	<u>OTHER</u> <u>Secured Funds</u>	<u>Project</u> <u>TOTAL</u>
Equipment	\$ <u>0</u>	\$ <u>3,000</u>	\$ <u>3,000</u>
Other capital	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Personnel	\$ <u>10,000</u>	\$ <u>22,000</u>	\$ <u>32,000</u>
Other operating	\$ <u>0</u>	\$ <u>9,050</u>	\$ <u>9,050</u>
Grant Administration	\$ <u>0. - See Note</u>	\$ <u>700</u>	\$ <u>700</u>
Total	\$ <u>10,000</u>	\$ <u>34,750</u>	\$ <u>44,750</u>

H. Sources of Other Secured Funding :

NOTE: Total must equal the total for Other Secured Funds in Table G.

Date of this report: 2/5/01

<u>Sources of Other Secured Funding</u>	<u>Amount</u>	<u>Notes</u>
1. <u>GC cash in-kind</u>	\$ 11,000	
2. <u>GC direct in-kind</u>	\$ 5,750	
3. <u>County of Santa Cruz HRA</u>	\$ 18,000	
4. _____	\$ _____	
5. _____	\$ _____	
6. _____	\$ _____	
Total	\$ 34,750	

I. Monitoring Program:

NOTE: Grantee will collect and report the following travel activity data measurements to the District, at the frequencies shown. Other conditions for collecting or reporting these data may be 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 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

J. Emissions and Cost Effectiveness Calculations:

NOTE: The following data are based on final project application, Cost effectiveness is the amount of this grant award plus any prior AB2766 grants awarded to this project, divided by total tons of emissions reduced over the project's useful life.

<u>Useful Life of Project:</u>	1 Years
<u>Total Tons of Emissions reduced over Useful Life:</u>	1.8 Tons of NOx, ROG and PM., emissions reduced.
<u>Prior AB2766 Grant, if any :</u>	\$60,226 awarded in AB2766 Grant OO-17 to this program. Additional emissions reductions expected.
<u>Cost Effectiveness of AB2766 Award including prior:</u>	\$5,505

This concludes Attachment 1

Grant Acceptance Agreement
Project No 01-53

September 12, 2000

Grantee Initials:

0313

FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program
See instructions in Attachment 4

Project: 01-53 Bike Commute Demonstration Program - Phase II
Grantee Agency: County of Santa Cruz

Grantee to add narrative here. See Attachment 4 instructions.

Attachment 1A- PROJECT NARRATIVE
FY 2000-2001 AB2766 Motor Vehicle Emissions Reduction Grant Program

Project Title: Bike Commute Demonstration Project Phase II
 Grantee Agency: Department of Public Works of Santa Cruz County

The Department of Public Works, in Collaboration with **Growing Cycles** (a **California** Corporation), proposes to implement phase II of its bike distribution and safety education program for adults. This project which the air district is providing funds for the **first** year of operations is a great success. The project is designed as a two year **project** as stated in our original funding request. Most of our work in South County will occur in the second year of the project. Phase II of the Bike Commute Demonstration Project will distribute **90** or more bicycles and safety equipment to adult low income residents in **Santa Cruz County**. **Participants will** be asked to commit to use to using the bikes go to work and access job training. The **focus will** be on individuals that are at or are approaching a decision point regarding transportation, and participating in a **welfare** to work program or whose employment will be in jeopardy with out **reliable** low cost transportation. **In** addition repair classes & maintenance workshops will be provided to **60** or more low income residents to ensure that these individuals can continue getting to work by bicycle.

Participants will include low-income **adults** who are participating in the **CalWORKs welfare-to-work** program, or who **left CalWORKs** within 12 months after finding a job. **In** a recent Transportation survey of **CalWORKs** participants in **Santa Cruz County**, 38% would prefer to use bikes as alternatives to automobile as their **primary** means of transportation to work. In the Latest **Cal WORKs** transportation survey 36 out of **276** respondents drive alone instead of using the bus because of proximity or transfer issues.

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 28,400 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. We **will educate** program **participants** and the public, in bicycle maintenance. And we **will** encourage the selection of **quality** repairable bicycles to increase the usable life of **bicycles** used for **commuting**. Since we are focusing on South County during the time period of this **grant** we will be focusing on helping individuals make longer commutes **to** work using **alternatives** to **SOVs**, particularly multi-modal **options**. (ie biking combined to transit lines or car pools) This project should be **replicable** in other **locations**. **Based** on past experience we estimate **that** we **will** help repair **50** bikes **that** we **have** not distributed enabling their owners to commute by bicycle. This will have the same impact as giving them a bike and be more efficient than matching them up to a **recycled bicycle** (recipients of repair services will be asked to **complete** the same survey information as bike recipients)

Objectives will include: 1) **Recycling 90** or more bikes to low income job seekers or workers; 2) educating **60** or more low-income residents on safe **bicycle** use, repair, maintenance and **selection** for **quality** and reparability and durability; 3) distributing safety equipment to 90 or more low income bike commuters; 4) reducing car trips to and from work and errands; 5. j **Encouraging** multi-modal commuting to bridge the gap between **participants' needs** and available services. We estimate 25 percent of our participants will make multi-modal commutes with an average one way trip greater than 12 miles.

Funds will be used to repair used bicycles for redistribution, and teach bike repair **skills** and bike commuting safety **skills**. The teaching **will** be used to **educate** the **public** and program participants about the importance of bicycle maintenance and selection of quality repairable bikes to insure **maximum** commuting **satisfaction**, minimize frustration and insure a long lifetime for an individual bike. Growing Cycles **will** work **closely** with **local** agencies (Santa Cruz Regional Transportation Commission [SCCTRC], **local municipalities**, etc.) to **collect** abandoned bicycles and to refer participants to other commuter resources.

A **local cash** match will be provided by Growing Cycles including. \$18,000 **from** the **Welfare** to Werk program for (1) .8 FTE work experience position.

\$11,000 from GC's cash budget(contracts, local events and **fundraising** by Growing Cycles) & **\$6750 from GC inkind budget**(Parts, Office equipment, supplies).

Project Phases

Quarter One: Hire staff. **Tools**, shop equipment, supplies and parts **will** be **ordered**. **Used** bikes **will** be collected **and** repaired. Opening promotions for the South county program will be **scheduled** and **announced**. **20+** bikes **will** be **distributed** (mostly in North County and through our new build -a bike program)

Quarter Two: Opening promotions for South County program **will** be held. **Publicity materials** for repair and commute **workshops will** be **developed** and distributed. Publicity will be distributed to **CalWORKs** participants in mid and South County. Summer **staff will** be hired Summer workshops **will** be held. **30+** Bikes and safety equipment will be distributed. Evaluation of results **will** begin,

Quarter Three: More bikes will be **collected** and repaired. **30+** bikes and **safety** equipment will be distributed. Bike **commute** and repair and maintenance workshops **will** be **held**. Evaluation of results will continue.

Quarter Four: More bikes **will** be **collected** and repaired **and 10+** bikes and **safety** equipment **will** be distributed. Bike Commute and maintenance workshops will be **held**. Evaluation of the Project will conclude at the end of **this** quarter.

Ongoing Operations: Through **a combination of public funds**, foundation funding , service fees, service enterprises and donations, the program **will continue** to be supported indefinitely.

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, habits and **preferences**. The follow-up survey **will** include questions matched to the original for comparison and **will** ask for more detail regarding bike use.

Repair ~~Logs-Names of~~ program participants ^{at} repair and maintenance or bike commute and **safety** workshops at our facility or 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 in the **future**.

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 of participants making repairs at our workshop.

Budget Justification

Our experience with the first year of this program will lead to increased efficiency and some lower costs. Additionally we will not have to duplicate much of the work in phase I. We will not need to create a collection and storage system from scratch; we will simply extend the existing organizational infrastructure to include South County. We have developed a new model for processing and distributing bikes. As a result, our production levels for this phase of the project can be greater. It has recently come to our attention that the program replacing Hire-A-Youth will focus on long term placements which is a great advantage to our program.

Project Sponsors

The Department of Public Works of Santa Cruz County (DPW) is the fiscal sponsor. The Human Resources Agency is a 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 Cal WORKs, the Job Training Partnership Act program (JTPA), and the One-Stop Career Centers in Santa Cruz, Capitola, and Watsonville. Some of the activities outlined in this proposal will be made available at the One-Step Career Center System. DPW plans to continue to contract with Growing Cycles (a California Corporation) for the operation of the Bike Commute Demonstration Project Phase II.

Over the next year we will be building a relationship with the Parks & Recreation Department of the City of Watsonville and request financial support from the Watsonville City Council.

Contractor Profile

Growing Cycles received Transportation Excellence Awards in both 1996 and 1998 for the Santa Cruz county Regional Transportation Commission (SCRTC).

Growing Cycles offers the following resources to ensure the success of this program: a core group of active volunteers; experienced professional staff including bilingual staff; a mobile bike repair workshop; equipment and capacity to establish a permanent repair space in south county; a warehouse facility that can serve both North and South County; and an established bike collection program which will be extended to South County.

Growing Cycles works with teams of 3 to 6 youth workers recycling bicycles and providing bike safety training. Under the direction of Harry Baker, Program Director, volunteers, paid supervisors, and teen workers carry out and apprentice in all components of a bike collection, reuse and education program

Grant Acceptance Agreement
Project No 01-53

September 12, 2000

Grantee Initials:

**ATTACHMENT 2: SPECIAL GRANT CONDITIONS
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program**

Prepared by District

**Project: 01-53 Bike Commute Demonstration Program - Phase II
Grantee Agency: County of Santa Cruz**

The special conditions in this Attachment take precedence over any conflicting terms and conditions 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. An ongoing survey of all bike recipients will be taken at least two months after first receiving a bike. This survey will collect the number of days that recipient used each of the following modes to get to work during the week prior to the survey:

A. Bus	D. Drive alone
B. Carpool or Vanpool	E. Work at home
C. Bike or walk	F. No response; not reached or not available.
6. This survey will ask these questions of questions of all bike recipients:

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. The survey 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. Requests for information regarding ride matching; vanpool incentives or Emergency Guaranteed Ride Home assistance will be referred to the appropriate agencies.
10. Reimbursement under this Agreement shall be paid directly to the County of Santa Cruz, who may delegate obligations not otherwise specified to Growing Cycles.

This concludes Attachment 2

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Grant Acceptance Agreement
Project No 01-53

September 12, 2000

Grantee Initials:

**ATTACHMENT 3 - CONFLICT OF INTEREST CERTIFICATION
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program**

Project: 01-53 Bike Commute Demonstration Program - Phase II
Grantee Agency: County of Santa Cruz

I certify that no principal, director, or executive ("principal") for the 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 Ellen Pirie and Tony Campos are members of the MBUAPCD Board.

_____ Date _____
(Signature)

THOMAS L. BOLICH
Name

DIRECTOR OF PUBLIC WORKS
Title

COUNTY OF SANTA CRUZ
Grantee

This concludes Attachment 3

**ATTACHMENT 4 - INSTRUCTIONS
FOR GRANT ACCEPTANCE AGREEMENTS,
REIMBURSEMENT REQUESTS AND REPORTS
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program**

0319

Grant Identification

Use the grant agreement number (01- *) and project title in all correspondence with the District.

Instructions for: GRANT ACCEPTANCE AGREEMENTS

Draft grant agreements are prepared by District staff using information from applications. Please review your draft carefully. The only information Grantees must add to their draft grant agreement are shown in the list immediately below. You may type or legibly write your entries in ink. One or more originals may be returned to the District for signature by February 28, 2001, at 4:00 PM. If you need more detail regarding this list, see the detailed instructions following.

1. **Grant Acceptance Agreement, page 3.** Enter *your* Project Manager's name, address, phone, fax and email information here.
2. **Grant Acceptance Agreement, page 5.** Signature of Grantee's authorized representative as well as a name, title and date of signature. District will only sign agreements that have been completed and signed by authorized representatives of public agency grantees.
3. **Attachment 1 - Project Description, page 1.** Grantee completes D. Project end date, E. Activity descriptions, Table F and Table G. Use current information, even when different from that in the project application. Changes, if any, may not reduce the project's scope and budget, nor increase the grant amount awarded to the project. Please call District staff regarding any substantive changes in Attachments 1 and 1A.
4. **Attachment 1, page 2.** Grantee completes Table H.
5. **Attachment 1A - Project Narrative** Grantee may attach the exact version as used in the grant application in May 2000, or provide an updated Project Narrative if the final project differs.
6. **Attachment 3- Conflict of Interest Certification.** Signature of Grantee's authorized representative as well as name, title and date of signature. District will only sign agreements containing signed Attachment 3 certifications.

Instructions for: ATTACHMENT 1 - PROJECT DESCRIPTION

C. Budget: Amounts from final application and grant award. Grantee may increase total from other secured funds, but not from AB2766 grant funding.

D. Project End Date: Grantee fills in project end date. End date may not be earlier than, nor

ATTACHMENT 4 - INSTRUCTIONS
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program

two years later than the date of execution of the grant agreement by both parties. Project End Date may be Feb. 28, 2002 or before. Project start date is the date grant acceptance agreement is signed by both parties.

E. Activity List: Grantee fills in this list, describing each activity used in Table F. All separate phases or project activities used in Table F must be described by the grantee here.

F. AB2766 Grant Budget: Grantee distributes grant expenses into activities and periods 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. Budget line items must total the approved A132766 grant amount shown above in Section C. Expenses to administer the grant are not reimbursable from the grant.

G. Total Project Budget: Grantee fills in this table showing the budget for the entire project covered by this agreement. Grantee identifies expenses under each line item for all project costs, and distributes those costs to AB2766 grant or from other secured funding sources. The total for the AB2766 grant column must equal the A132766 grant amount shown in Section C. The total of other Secured Funding plus AB2766 must equal the Total Project Amount shown in Section C. Grantee must identify the amount and a funding source other than AB2766 grant funds for Grant Administration for this project.

H. Sources of Other Funding: 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: The monitoring program from the application or applicable to this type of project by the District is shown. Any special conditions applicable to monitoring are in Attachment 2.

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

Instructions for: ATTACHMENT 1A - PROJECT NARRATIVE

Grantee provides a project narrative to describe project concept and scope and phasing of each implementation activity as needed. Project maps, graphics, tables, photographs may be used to supplement the narrative. 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 4 - INSTRUCTIONS
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program

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 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: REIMBURSEMENT REQUESTS

Grantee will prepare and deliver requests for reimbursement to the District for grant reimbursement. Requests should be marked “Attention: Accounting Division”, and contain the following:

1. **Grant number and title** of the project.
2. **Total amount of AB2766 grant funds requested** by this request, detailed by activity shown in Table F of the agreement.
3. **AB2766 Grant funds previously reimbursed**, by activity shown in Table F of the agreement.
4. **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.
5. **Certification**, by Grantee’s authorized representative, that “all expenditures for which reimbursement is requested from the AB2766 grant occurred for the purposes stated”
6. **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.
7. **Name of preparer and signature** of authorized representative of Grantee.

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ATTACHMENT 4 - INSTRUCTIONS
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program

Instructions for: ANNUAL AND FINAL REPORTS

Annual reports, or if the project is completed within one year, a final report will be delivered by Grantee to the District covering the period ending June 30 of each year beginning June 30, 2001, until project completion, using the following format:

1. **Cover/Title Page**, Show Grantee, grant number and title of the project.
2. **Executive Summary** - Summarize activity over the reporting period - limit: two pages.
3. **Table of Contents** - Show page numbers of sections, 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: Monitoring Program, if applicable, will have resulted in project activity data to be reported as required by the Grant Agreement. Section J, Emissions and Cost Effectiveness Calculations are not reported.
6. **Chapter III: Project Results** - This narrative chapter will describe the project in detail. Describe the who, when and how of project execution during the reporting period. 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. Include any changes to the project from the grant agreement during the reporting period. Photographs or line art may be included.

This concludes Attachment 4

Attach4-1 .wpd