



County of Santa Cruz

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

THOMAS L. BOLICH
 DIRECTOR OF PUBLIC WORKS

AGENDA: AUGUST 7, 2001

July 26, 2001

SANTA CRUZ COUNTY BOARD OF SUPERVISORS

701 Ocean Street
 Santa Cruz, California 95060

SUBJECT: ELECTRIC BIKE COMMUTER INCENTIVE PROGRAM

Members of the Board:

On May 23, 2000, your Board directed the Department of Public Works to sponsor Ecology Action of Santa Cruz for an Assembly Bill (**AB**) 2766 grant for the Electric Bike Commuter Incentive Program through the Monterey Bay Unified Air Pollution Control District (MBUAPCD). The Department of Public Works received notification in August of last year that the County was awarded \$130,000 for this program. Your Board then approved an independent contractor agreement between Ecology Action and the County of Santa Cruz on December 5, 2000, for the Electric Bike Commuter Incentive Program.

Due to a requirement to process invoices through a public agency applied through the approved MBUAPCD **AB** 2766 grant agreement dated March 27, 2001, it is now necessary to budget and appropriate the \$130,000 in grant funds to process invoices from Ecology Action.

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

1. Adopt the attached resolution accepting unanticipated revenue from the Monterey Bay Unified Air Pollution Control District in the amount of \$130,000 for the Electric Bike Commuter Incentive Program.
2. Approve the attached independent contractor agreement with Ecology Action of Santa Cruz in the amount of \$130,000 for the Electric Bike Commuter Incentive Program.

3. Authorize the Director of Public Works to sign the agreement on behalf of the County.

Yours truly,

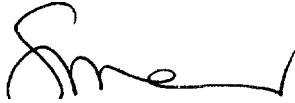


THOMAS L. BOLICH
Director of Public Works

JRS:bbs

Attachments

RECOMMENDED FOR APPROVAL:



County Administrative Officer

Copy to: Virginia Johnson, Ecology Action of Santa Cruz
David Fairchild, Monterey Bay Unified Air Pollution Control District
Public Works Department

ebcib

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

0597

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 finds from the Monterey Bay Unified Air Pollution Control District for the Electric Bike Commuter Incentive Program; and

WHEREAS, the County will receive funds in the amount of \$130,000 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 finds in the amount of \$130,000 into the Public Works Department:

REVENUE				
T/C	INDEXNO.	SUBJECT NUMBER	ACCOUNT NAME	AMOUNT
001	621100	0894	State Aid - Other	\$130,000

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

EXPENDITURE					
T/C	INDEXNO.	SUBJECT	WA	ACCOUNT NAME	AMOUNT
021	621100	3590		DPW Services	\$130,000

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 *Thomas Bolger*
Department Head

Date 7/24/01

*****0508*****

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 _____, 2001, by the following vote (requires four-fifths vote approval):

- AYES: SUPERVISORS
- NOES: SUPERVISORS
- ABSENT: SUPERVISORS

Chairman of the Board

ATTEST: _____
Clerk of the Board

APPROVED AS TO FORM:

APPROVED
AS TO ACCOUNTING DETAIL:

D. McRae 7-25-01
Chief Assistant County Counsel

621100-0894 / 3590
P. Silbaugh 7-26-01
Auditor-Controller

Distribution: Auditor-Controller
Public **Works** Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0599

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

FROM: PUBLIC WORKS (Dept.)
[Signature] (Signature) 7/24/01 (Date)

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

- Said agreement is between the COUNTY OF SANTA CRUZ (Agency)
ECOLOGY ACTION OF SANTA CRUZ
and, P. O. Box 1188, Santa Cruz, CA 95061-1188 (Name & Address)
- The agreement will provide Electric Bike Commuter Incentive Program Services
- The agreement is needed because the work can be handled most expeditiously by contract.
- Period of the agreement is from Board Approval to June 30, 2002
- Anticipated cost is \$ 130,000.00 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Contract \$130,000; 7% Overhead \$9,100; Total \$139,100
- Appropriations are budgeted in 621100 ! 40225 ! 3665 ! (Index#) 3590 (Subsubject)

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

Appropriations are? available and will be encumbered. Contract No. 12514 Date 7-26-01
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: _____ (Analyst)
By [Signature] County Administrative Officer Date 7/30/01
Agreement approved as to form. Date _____

JRS:bs

Distribution:
Bd. of Supv. - White
Auditor-Controller - Blue
County Counsel - Green
Co. Admin. Officer - Conroy
Auditor-Controller - Pink
Originating Dept. - Goldonrod
*To Orig. Dept. if rejected.
ADM - 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 _____ 19_____
County Administrative Officer
By _____ Deputy Clerk

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INDEPENDENT CONTRACTOR AGREEMENT

THIS CONTRACT is entered into this 7th day of August, 2001, by and between the COUNTY OF SANTA CRUZ, hereinafter called COUNTY, and ECOLOGY ACTION OF SANTA CRUZ, hereinafter called CONTRACTOR. The parties agree as follows:

1. DUTIES. CONTRACTOR agrees to exercise special skill to accomplish the following result: Promotion of Electric Bike Commuter Incentive Program and public awareness services as described in the contractual agreement dated December 8, 2000, between the County of Santa Cruz and Ecology Action, and Monterey Bay Unified Air Pollution Control Board (MBUAPB) AB 2766 grant, Grant Acceptance Agreement No. 01-06 dated March 27, 2001, between the County and the MBUAPCD. Fully executed copies of both agreements are attached as Attachment No. 1.

2. COMPENSATION. In consideration for CONTRACTOR accomplishing said result, COUNTY agrees to pay CONTRACTOR as follows: Not to exceed \$130,000 in a manner described in the attached grant agreement.

3. TERM. The term of this contract shall be: March 27, 2001 until June 30, 2002

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 _____/_____

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."

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

0602

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

(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: JACK SOHRIAKOFF
COUNTY OF SANTA CRUZ
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 Equal Employment Opportunity Office information and reports in the prescribed reporting format (PER 40 12) 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 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. ⁰⁰⁰³

(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.

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.

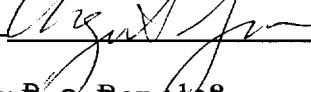
15. ATTACHMENTS. This Agreement includes the following attachments: contractual agreement dated December 8, 2000, between the County of Santa Cruz and Ecology Action, and the MBUAPCD Grant Acceptance Agreement No. 01-06 dated March 27, 2001, with the County of Santa Cruz.

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

COUNTY OF SANTA CRUZ

CONTRACTOR
ECOLOGICAL ACTION OF
SANTA CRUZ

By: _____
Director of Public Works

By:  _____
Address: P.O. Box 1188
Santa Cruz, CA 95061

APPROVED AS TO FORM:

By:  _____
Chief Assistant County Counsel

Telephone: (831) 426-5925
FAX: (831) 425-1404
E-MAIL gjohnson@ecoact.org

DISTRIBUTION: Auditor-Controller
Contractor
Public Works

JRS:bbs

ebcib

CF

0605

0259



Count. of Santa Cruz

DEPARTMENT OF PUBLIC WORKS

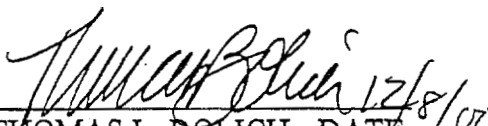
701 OCEAN STREET, ROOM 410, SANTA CRUZ, CA 950604070
(831) 464-2160 FAX (831) 454-2385 TDD (831) 454-2123

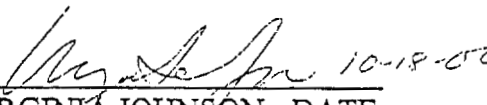
THOMAS L. BOLICH
DIRECTOR OF PUBLIC WORKS

ELECTRIC BIKE COMMUTER INCENTIVE PROGRAM

Contractual Agreement between
Ecology Action and the County of Santa Cruz
for use of the AB2766 Grant Funding

Ecology Action agrees to conform with the terms and conditions of the attached August 31, 2000, Grant Acceptance Agreement between the Monterey Bay Unified Air Pollution Control District and the County of Santa Cruz regarding the Electric Bike Commuter Incentive Program.


THOMAS L. BOLICH - DATE 12/8/00
Director of Public Works
County of Santa Cruz


VIRGINIA JOHNSON - DATE 10-18-00
Executive Director
Ecology Action

Approved as to form:  11-20-00
Chief Assistant County Counsel - Date

1776



FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program

Grant Acceptance Agreement

**Between The
Monterey Bay Unified Air Pollution Control District
and
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 \$130,000 to the County of Santa Cruz (a sponsoring public agency, hereinafter referred to as "Grantee") to implement the following project:

Number: 01-06

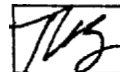
Project Title : Electric Bike Commuter Incentive Program

I. General Agreements

This agreement includes Attachments 1, 1A, 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.



B. The District hereby agrees to :

0607

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,

11. Requests for Reimbursement

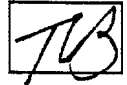
1. Grantee will deliver requests to the District, attention: Accounting Division, for reimbursement of expenditures under this agreement no more frequently than once every three months unless otherwise agreed in Attachment 2.
2. Requests for reimbursement submitted by Grantee constitute certification 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. 0608
- 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

Jack Sohriakoff

Senior Civil Engineer

Tel: (831) 454-2391

Fax: (831) 454-2385

E-mail: dpw023@co.santa-cruz.ca.us

Request for Reimbursement

701 Ocean Street, Room 410

Santa Cruz, CA 95060

Tel: (831) 454-2392

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, 1A, 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.

TB

0610

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:

Thomas Bolich
Signature

THOMAS L. BOLICH
Name
Department of Public Works
Title

3/6/01
Date

Approved as to form:

For the District:

Doug Quetin
Signature

Doug Quetin
Air Pollution Control Officer

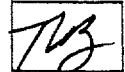
3/27/01
Date

David Schott

David Schott, Attorney at Law

3/24/01
Date

*Extension to sign 01-06
granted by DA.*


0611

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- 06 Electric Bike Commuter Incentive Program

C. Budget: Total Project Amount: \$553,000
00-01 AB2766 Grant: \$130,000

D. Project End Date: 6/31/02

E. Activity Budget:

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

Activity 1: Phase 2: Full Program Implementation, EValute Phase 2

Activity 2: Phase 3: Maintain the program and implement secondary

Activity 3: level of refinement

Activity 4: _____

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: Semester: Year: xxx

Activity #	1st Period Ends <u>6/01</u>	2nd Period Ends <u>6/02</u>	3rd Period Ends <u> </u>	4th Period Ends 6/30/ <u> </u>
1. <u>Phase 2</u>	\$ <u>65,000</u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
2. <u>Phase 3</u>	\$ <u> </u>	\$ <u>65,000</u>	\$ <u> </u>	\$ <u> </u>
3. <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
4. <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>
Total	\$ <u>65,000</u>	\$ <u>65,000</u>	\$ <u> </u>	\$ <u> </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>97,240</u>	\$ <u>274,760</u>	\$ <u>372,000</u>
Other capital		\$ <u> </u>	\$ <u> </u>
Personnel	\$ <u>32,760</u>	\$ <u>56,550</u>	\$ <u>89,310</u>
Other operating	\$ <u> </u>	\$ <u>58,000</u>	\$ <u>58,000</u>
Grant Administration	\$ <u>0. - See Note</u>	\$ <u>33,690</u>	\$ <u>33,690</u>
Total	\$ <u>130,000</u>	\$ <u>423,000</u>	\$ <u>553,000</u>

*Equipment subsidies
not direct purchases



H. Sources of Other Secured Funding :

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

	Date of this report: <u>9/22/00</u>
<u>Sources of Other Secured Funding</u>	<u>Amount</u> <u>Notes</u>
1. <u>Santa Cruz County Regional</u>	\$ <u>403,000</u>
2. <u>Transportation Commission</u>	\$ _____
3. <u>In-Kind Promotion services</u>	\$ <u>20,000</u>
4. _____	\$ _____
5. _____	\$ _____
6. _____	\$ _____
Total	\$ <u>423,000</u>

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.

1. Data Collection Method: Odometers installed on all subsidized bikes, with miles traveled recorded at warranty service and repair by bike shops, plus before/ after surveys of bike owners. Surveys will be taken of all bike owners before, six and twelve months after bike purchase. Odometer readings will be recorded at least twice annually.
2. Unit of measure Frequency

1. Odometer miles travelled on elec. bikes	Service/Repair records, report annually
2. Number of trips made	Surveys, report annually
3. Commute distance/ mode / frequency, prior	Before/ after surveys, report annually
4. Street Address: residence/ workplace	Before survey, report annually. (Dot map)

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.

Useful Life of Project: 5 Years

Total Tons of Emissions reduced over Useful Life: 13.6 Tons of NOx, ROG and PM,, emissions reduced.

Cost Effectiveness of AB2766 Award including prior: \$9,538

Grant Acceptance Agreement
Project No 01-06

August 31,2000

Grantee Initials:



0613

This concludes Attachment 1

ATTACHMENT 1A - PROJECT NARRATIVE
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program
See instructions in Attachment 4

Project: 01-06 Electric Bike Commuter Incentive Program
Grantee Agency: County of Santa Cruz - PW

Grantee to add narrative here. See Att. 4 instructions.

**ATTACHMENT 1A - PROJECT NARRATIVE
FY 2000-2001 AB 2766 Motor Vehicle Emission Reduction Grant Program**

Project Title **The Santa Cruz County Electric Bike Commuter Incentive Program**
Grantee Agency **County of Santa Cruz**

Project Concept Scope

The purpose of the Santa Cruz County Electric Bike Commuter Incentive Program is to encourage the regular use of cost effective, appropriate electric transportation technology to reduce single occupancy auto trips, traffic congestion, neighborhood traffic volumes and speeds, parking demand and air pollution. Although the program will be offered to all residents of Santa Cruz County, key commute corridors and specific audiences within the County will be targeted to relieve traffic congestion during peak travel times. The program is intended to represent a creative collaborative effort among local government agencies, community based organizations and businesses. By combining attractive financial incentives, infrastructure support, promotion and education to encourage regular electric bike commuting, the program has been designed to be a model, with the intent of offering the fully developed format to other communities facing similar congestion issues.

Statement of Need and Primary Target Audience

Santa Cruz County residents are encountering increased traffic congestion, as evidenced by longer commute times and increased neighborhood traffic volumes and speeds. According to national studies conducted by the transportation industry, 80% of all trips are less than 10 miles, and 50% of urban trips last less than 10 minutes. In Santa Cruz County, similar statistics have been documented through various commute surveys. In addition to creating significant traffic congestion, these "short commutes" result in a colder running gasoline or diesel motor that is less efficient and generates maximum pollutants. The electric bicycle addresses the problems of costly and scarce parking, mobility difficulties during peak commute times in urban areas, air and noise pollution, and affordability of personal transportation.

Santa Cruz County combines several elements that make the community ideal for deploying a successful electric bicycle commuter incentive program. Key commute corridors are in an urban setting, a good percentage of the terrain is hilly, and the region enjoys fair weather nine or more months of the year. Local government agencies and the SCCRTC have ensured a strong network of bike paths, lanes and storage, and their future commitment to further develop infrastructure for bike commuters over the next fifteen years.

The primary audience to be targeted for participation in the program are residents of the County who currently use a single occupied auto for short commutes in key commute corridors with heavy traffic congestion'. In the Santa Cruz County Employee Commute Survey conducted in the Spring of 1995, nearly 30% of the respondents who were driving

alone to work or school indicated that they were willing to use a bicycle to commute, if the option were conveniently available.

Recent research conducted by a Silicon Valley marketing analyst has predicted that automobile manufacturers will soon be selling cars, vans, pickups, SUVs and RVs “bundled” with electric bikes. The package will be sold as a bi-modal solution to traffic congestion problems which will allow a driver to park on the outskirts of the city and then bike more quickly and cheaply into the heart of the city. Although the U.S. is three years behind Europe and Eastern markets in embracing the electric bike, it is clear from all recent market indicators that acceptance of the “e-bike” is gaining momentum with Americans.

Many residents of the County already choose to ride a bike as an alternate mode of transportation on a regular basis. Why are there not more bike commuters in Santa Cruz? Recent survey data taken from two electric bike demonstration projects in California confirm consumer research conducted for the automobile industry. There are three basic areas of concern that deter people from commuting on a bike: (1) personal physical limitations; (2) safety and training; and (3) cost factors.

(1) Personal physical limitations are a disincentive to bike commuting. Residents who must pump a bike up a hill are too uncomfortable *to* continue their day without a shower, or have a disability that preempts the use of a regular bike, are less likely to bike commute. Additionally, most people assume that commuting on a bike takes more time than using a car, which for short commutes is not true.

(2) Safety and training issues are often an obstacle to bike commuting. New bike commuters need to know how to ride safely and confidently in busy urban traffic. For a resident who has not ridden a bike for a long period of time on congested urban roadways, the different skills that are required to negotiate traffic on a bike versus a car may present an obstacle. According to survey data from the Palm Springs demonstration project, interacting with cars and trucks was a significant problem. New bike commuters need to understand the existing laws, their rights and responsibilities, know the bike lane routes and know how to access community safety training and support programs. Moreover, basic safety equipment on the bike and a helmet are essential elements.

Additionally, infrastructure limitations affect the safety factor for potential bike commuters. If bike lanes and paths are not provided throughout the main commute corridors and the connecting streets, the concerns about safety increase.

(3) Cost factors -- Modern bicycles and appropriate accessories are expensive, placing a financial burden on many prospective bike commuters, especially lower income workers and students. A “buyer assistance” program would alleviate this obstacle to a large degree if creative elements were to be combined, (i.e., wholesale pricing combined with an instant rebate and flexible

payment plans). Also, it is a disincentive to buy good equipment if there are not enough safe storage facilities protected from the elements. Increasing the number of storage facilities and placing them at key spots throughout SC County would alleviate this concern.

The SCC Electric Bike Commuter Incentive Program will address all of the issues in (1), (2) and (3).

Participation Process for Santa Cruz County Residents:

(1) A short application will be filled out to determine contact information and permanent residency, and to collect baseline survey data on commute habits and the intended use of the electric vehicle. The goal is to have the vehicle used for commuting that would otherwise occur in a single occupied vehicle. Applicants will be able to mail in the application to Ecology Action. EA staff will review to make sure all information is accurate and complete. Each applicant will be contacted and scheduled for a program orientation and bike safety class, both at the same time and location.

(2) At the program orientation, applicants will be expected to provide proper photo ID to determine permanent residency and to receive an orientation packet about the program. The orientation session will be done in 30 minutes, immediately followed by a road safety class lasting roughly two hours. There will be a place on the resident's application for the orientation and training staff to "sign-off" that the applicant completed both sessions.

(3) If the applicant does not have a helmet or lock, he/she will be required to purchase both before going to buy a bike. Discount coupons will be provided in the orientation packet for this purpose.

(4) The resident brings their "approved" application with original signatures to an authorized vendor, picks out an e-vehicle, and receives equipment and battery maintenance training. The price the resident pays is the wholesale price offered by the vendor minus the "buyer incentive" subsidy plus sales tax. There will be a place on the application document for the vendor to write the date of purchase, model, price, additional equipment, etc.

(5) Vendors will send the application document with all original signatures to EA to confirm each purchase. After phoning the resident to confirm delivery of the vehicle, EA will pay the "subsidy" directly to the vendor within 30 days.

(6) In addition to the baseline survey data, follow-up will include:

- 6 month, 12 month & annual surveys for five years for residents;
- all subsidized bikes will have an odometer which will be read by service technicians at authorized service locations twice annually while performing a tune-up on the bike; this information will be compared to the survey data to compile more accurate results;

- all follow-up surveys will re-confirm the residents' current home address and place of work or education to ensure that the electric vehicles are being used within SC County.
- quarterly reports from each vendor throughout the course of the grant-- this will be a simple spreadsheet report on purchase and equipment service activities during the quarter;
- quarterly reports from the safety trainers throughout the course of the grant.
- an annual evaluation report written with the above info.

Budget

With the assistance of the staff of the Santa Cruz County Regional Transportation Commission and the County of Santa Cruz Public Works Department, two funding sources have been secured thus far:

- The SCCRTC has supported the program development with a \$23,000 grant; and
- A Congestion Mitigation Air Quality grant sponsored by the SCCRTC was recently approved for \$380,000.

With an AB 2766 grant, the SCC Electric Bike Commuter Incentive Program will make a significant impact on traffic congestion and preventing air pollution in our community. Specifically, The requested AB 2766 grant funds will be used as follows:

- 75% of the AB 2766 grant will be used to:
 - (1) offer a financial incentive in the form of a "subsidy/rebate" to SC County residents to purchase an electric bike for use in commuting;
 - (2) provide safety accessories (helmet, legal lights, lock, etc);
 - (3) install solar charging/storage facilities strategically throughout the area;
 - (4) pay for material expenses to promote the program.
- 25% of the AB 2766 grant will be used for staff time to do direct program coordination.

The CMAQ grant and local matching funds will also support each of these budget categories as well as provide the funding for administering the program.

Projected activity which will result in emissions reduction

By the end of the proposed program period, we anticipate that 955 new bike commuters will be using electric bikes on a regular basis for commuting or utility purposes on an

average of 95 miles per month during the fair weather months, May through October. The goal is to assure that these new "bike commute" miles previously occurred in a single occupied vehicle traveling on key targeted corridors that experience heavy traffic congestion during peak travel times. Toward this goal, residents using the major commute corridors identified in the SCCRTC MTIS will be targeted for participation in the new program, as well as workers and students who are commuting to major employers, institutes of higher education and traffic generating centers as identified in the Average Daily Traffic Counts of the 1999 SCCRTC Transportation Monitoring Report:

At 95 average miles per month, times six months of fair weather, times 955 program participants, the annual "clean air" commute miles should eventually total **544,350** as a direct result of program activities. This results in preventing 422 pounds of air pollution year per electric bicycle. The average miles per month and the pounds of air pollution prevented were extrapolated from the results of the City of Palm Springs Electric Bicycle Demonstration Program, a project also supported by AB 2766 grant funds.

Project schedule and phasing

Ecology Action proposes to implement the program in three phases. As with any newly established program, each phase will assist us in refining the next to increase the program's effectiveness.

- The goals of Phase One are to complete all preliminary planning tasks, orchestrate a well-publicized event to launch the program, and coordinate an initial distribution of electric bikes to interested commuters.
- Phase Two will begin immediately after the program launch event and will last from eight months to a year. During this time, interested County commuters will be able to acquire an electric bike using the program's various incentives. At the same time, EA will be able to evaluate the successes and challenges to date and add refinements that enhance the program's effectiveness.
- Phase Three will represent the mature, refined program offered to County commuters in perpetuity as funding permits, appropriate for replicating in other regions as a model public/private partnership that offers practical solutions to the issue of traffic congestion.

Grant Acceptance Agreement
Project No 01-06

August 31, 2000

Grantee Initials:



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

Project: 01-06 Electric Bike Commuter Incentive Program
Grantee Agency: County of Santa Cruz

The special conditions in this Attachment take precedence over any conflicting terms and conditions elsewhere in this agreement.

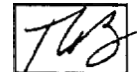
1. A bicycle use report satisfactory to the District must be submitted to the District after one year of use, including: travel activity data described in Attachment I
2. Monitoring data on prior travel described in Attachment 1, Monitoring Program will be collected before purchase of each bike and during implementation for at least one year after project start date.
3. Emissions estimates in Attachment 1, Section K are for completion of the entire project. Grantee therefore accepts responsibility to complete this entire project within five years of August 16, 2000.
4. This project will be implemented by Ecology Action, but requests for reimbursement will be transmitted from, and payments from grant funds will be transmitted to, Grantee.
5. Ecology Action will be notified by Grantee of all monitoring, reporting and other grant conditions.
6. The District assumes no liability whatsoever for damages resulting from the purchase or use of electric bicycles subsidized in whole or part with grant funds.

This concludes Attachment 2

Grant Acceptance Agreement
Project No 01-06

August 31,2000

Grantee Initials:

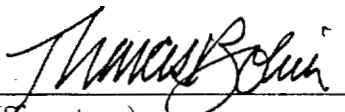


**ATTACHMENT 3 - CONFLICT OF INTEREST CERTIFICATION
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program**

**Project: 01-06 Electric Bike Commuter Incentive Program
Grantee Agency: County of Santa Cruz - PW**

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): _____

 Date 3/5/01
(Signature)

Name

Title

COUNTY OF SANTA CRUZ
Grantee

This concludes Attachment 3

06.wpd

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

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

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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 AB2764 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 AB2766 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.

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 11: 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 11: 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

Grant Acceptance Agreement
Project No 01-06

August 31,2000

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.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
09/18/2000

PRODUCER (831)426-2090 FAX (831)423-0641
Wm. W. Kelly & Co., Inc.
211 River Street
P. O. Box 1702
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 Charity First
- COMPANY B
- COMPANY C
- COMPANY D

D&G Recd. CF

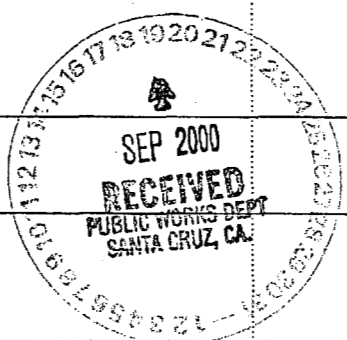
Ext:

Attn:
INSURFD Ecology Action of Santa Cruz
P.O. Box 1188
Santa Cruz, CA 95061-1188

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	810-956Y3028-TCT-00	09/15/2000	09/15/2001	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Anyone fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X-660-455X4024-TCT-00	09/15/2000	09/15/2001	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - POLICY LIMIT \$ EL DISEASE - EA EMPLOYEE \$
	OTHER				



DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
The County of Santa Cruz, it's officials, employees, agents and volunteers are added as 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.

CERTIFICATE HOLDER

CANCELLATION

County of Santa Cruz
Attn: Dan deGrassi & Jeffrey Smedberg
Department of Public Works
701 Ocean Street
Room 410
Santa Cruz, CA 95060

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ~~BY FAX OR MAIL~~ 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, ~~BY FAX OR MAIL TO THE COMPANY'S AGENTS OR REPRESENTATIVES XXXXXXXX~~
AUTHORIZED REPRESENTATIVE

76

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/31/2000

PRODUCER (831)426-2090 FAX (831)423-0641
 Wm. W. Kelly & Co., Inc.
 211 River Street
 P. O. Box 1702
 Santa Cruz, CA 95061

Attn: Jim Wilson

Ext:

INSURED Ecology Action of Santa Cruz
 P.O. Box 1188
 Santa Cruz, CA 95061-1188

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 Charity First 0627
 COMPANY B
 COMPANY C
 COMPANY D

DDG CF Accz



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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY				GENERAL AGGREGATE \$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$
	CLAIMS MADE OCCUR				PERSONAL & ADV INJURY \$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$
					FIRE DAMAGE (Any one fire) 5
					MED EXP (Any one person) \$
	A AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	ANY AUTO				BODILY INJURY (Per person) 3
	ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS				PROPERTY DAMAGE \$
	HIRED AUTOS				
	NON-OWED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	ANY AUTO				OTHER THAN AUTO ONLY: \$
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	UMBRELLA FORM				AGGREGATE \$
	OTHER THAN UMBRELLA FORM				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS: OTHER TORY LIMITS: ER
A	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	C001480401	11/01/2000	11/01/2001	EL EACH ACCIDENT \$ 1,000,000
					EL DISEASE - POLICY LIMIT \$ 1,000,000
					EL DISEASE - EA EMPLOYEE \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 30 day notice for non-payment of premium.

CERTIFICATE HOLDER

County of Santa Cruz
 Attn: Dan deGrassi
 Department of Public Works
 701 Ocean Street Room 410
 Santa Cruz, CA 95060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Jim Wilson 76