



DAVID W. MOELLER
AGRICULTURAL COMMISSIONER
SEALER OF WEIGHTS AND MEASURES
DIRECTOR, MOSQUITO AND VECTOR CONTROL

August 14, 2001

Agenda: August 28, 2001

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060

Amend Independent Contractor Agreement for Ag Engine Emissions Project

Dear Members of the Board:

On June 8, 1999, your Board authorized the Agricultural Commissioner to sign an Independent Contractor Agreement with Ryerson, Master and Associates, Inc. (RMA) for the purposes of implementing a Low Pollution Agricultural Engine project funded through a grant from the Monterey Bay Unified Air Pollution Control District (APCD). The following year we applied for and received a second grant from the APCD to continue the project for an additional year. At that time, your Board approved amendments to the original Independent Contractors Agreement to reflect the additional grant funding and extension of the term of the project with RMA.

Earlier this year, with your Board's approval, we signed a third grant agreement with the APCD for an additional \$72,494. As in previous years RMA will manage the project and the Agricultural Commissioner will continue to have general administrative oversight. However, because the funding for the program has been increased and the term of the project extended once again, the existing contract with RMA must be amended to reflect these changes. In order to continue the engine project into a third year, your Board would have to first approve the amendments to the contract with RMA, as your Board did last year.

The necessary amendment to the contract is attached for your review. It increases the total contract amount by \$72,494 to \$230,932 and extends the term of the contract from February 2, 2002, to May 2, 2003. All other elements of the contract with RMA remain the same. Also attached is a copy of the signed Grant Acceptance Agreement No. 01-24 between the Agricultural Commissioner and the APCD for these additional grant funds.

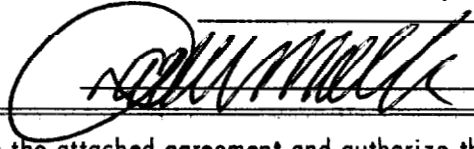
It is therefore **RECOMMENDED** that your Board approve the amendments to the Independent Contractor Agreement with RMA for a Low Pollution Agricultural Engine project and authorize the Agricultural Commissioner to sign the amended agreement.

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

0033

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

FROM: Santa Cruz County Agricultural Commissioner (Dept.)

 (Signature) 8/15/01 (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 Santa Cruz County Agricultural Commissioner's Office (Agency)
and Ryerson, Master & Associates, Inc (RMA), 735 State St, #209, Santa Barbara, CA, 93101-5503 (Name & Address)

2. The agreement will provide management of a low pollution agricultural engine demonstration project
under State AB2766 Motor Vehicle Emissions Reduction Grant Program #01-24.

3. The agreement is needed to distribute funds to Ryerson, Master & Associates, the Managers of the project,
from Monterey Bay Unified Air Pollution Control District (MBUAPCD), with the County of Santa

Cruz as intermediary/sponsoring public agency. June 30, 2001 May 2, 2003
4. Period of the agreement is from June 30, 2001 to completion of project.

Fully reimbursed grant cost: _____

5. Anticipated cost is \$ 72,494 (Fixed amount, Monthly rate, Not to exceed)

6. Remarks: This contract is on the BOS Continuing Agreements list; MBUAPCD grant #01-24; County
contract #CO 12061. (corresponding revenue contract #R722)

7. Appropriations are budgeted in 103210 (Index#) 3665 (Subobject)

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

Appropriations are available and ~~xxxxxxx~~ encumbered. Contract No. CO-12061 Date 01/17/01
~~xxxxxxx~~ will be

GARY A. KNUTSON, Auditor - Controller
By Adam J. Vely Deputy.

CC-4, I Now II

Proposa reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the
Agricultural Commissioner to execute the same on behalf of the County of Santa Cruz

(Agency) County Administrative Officer

Remarks: _____ (Analyst) By R. Kelly Date _____

Agreement approved as to form. Date _____ \$72,000 in budget approved: 6/18/01, #11
Continuing agreements approved: 6/26/01, #41

Distribution:
Bd. of Supv. • White
Auditor-Controller • Blue
County Counsel • Green •
Co. Admin. Officer • Canary
Auditor-Controller • Pink
Originating Dept. • Goldenrod
*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 . 9
_____ 19 _____ By _____ Deputy Clerk

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0034

AMENDMENT TO AGREEMENT

The parties hereto agree to amend that certain Agreement dated June 22, 1999 by and between the COUNTY OF SANTA CRUZ and Ryerson, Master and Associates, Inc. by:

1. Amending Article 2. ~~Compensation.~~ The total amount paid by County to Contract under this agreement shall not exceed the sum of \$230,932, and
2. Amending Article 3. ~~Term;~~ The term of the contract shall be from the date of execution of this agreement through May 2, 2003.

All other provisions of said Agreement shall remain the same.

Dated: _____

COUNTY OF SANTA CRUZ

By _____
David W. Moeller
Agricultural Commissioner

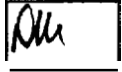
CONTRACTOR

By CA Master 8/15/01
Ryerson, Master and Associates, Inc.
735 State Street, Suite 209
Santa Barbara, CA 93101
(805) 730-1338

Approved as to form:

County Counsel

DISTRIBUTION; County Administrative Office
Auditor-Controller
county counsel
Risk Management
Contractor



FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program

Grant Acceptance Agreement

**Between The
Monterey Bay Unified Air Pollution Control District
and
Santa Cruz County Agricultural Commissioner**

The Monterey Bay Unified Air Pollution Control District (hereafter referred to as "The District") hereby grants an amount not to exceed \$72,494 to the Santa Cruz County Agricultural Commissioner, (a sponsoring public agency, hereinafter referred to as "Grantee") to implement the following project:

Number: 01-24

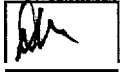
Project Title : Agricultural Engine Conversions

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 :

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

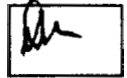
1. Grantee will deliver requests to the District, attention: Accounting Division, for reimbursement of expenditures under this agreement no more frequently than once every three months unless otherwise agreed in Attachment 2.
2. Requests for reimbursement submitted by Grantee constitute certification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

111. 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@MBUAFCD.ORG

Grantee:

Program or Project Manager
William Masters

Mail Address:
735 State St., #209
Santa Barbara, CA 93101-5503

Tel: (805) 730-1338
Fax: (805) 730-1341
E-mail: rms@west.net

Request for Reimbursement

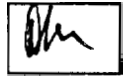
David Moeller
175 Weiridge Dr.
Tel: Watsonville CA 95076
Fax: (831) 763-8234
E-mail:
phone 763-8080

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.

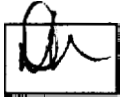
B. Without Cause

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:

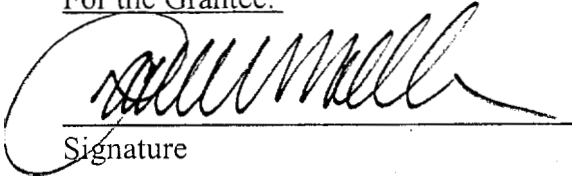
- Continued activity needed to safeguard air quality emissions reductions reliant on grant funding as determined by the AF'CO;
- Continued other work necessary to terminate grant funded activities in an orderly fashion, as determined by the APCO.



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:



Signature

David W. Moeller, Agricultural Commissioner

Name

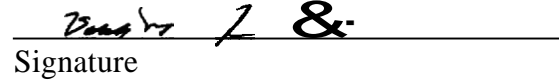
Title

4/26/01

Date

Approved as to form:

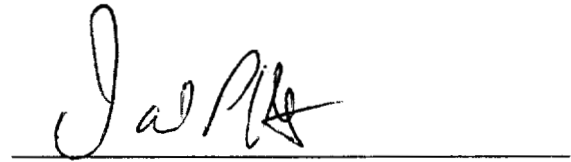
For the District:



Signature

Doug Quetin
Air Pollution Control Officer

Date



David Schott, Attorney at Law

5/2/01

Date



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

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

B. Project: 01-24 Agricultural Engine Conversions

C. Budget: Total Project Amount: \$72,494
00-01 AB2766 Grant: \$72,494

D. Project End Date: February 23, 2003

E. Activity Budget:

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

Activity 1: Purchase and install low pollution engines (purchase order costs)
Activity 2: Engine selection, technology configuration, location of participants, loca-
tion of suitable vendors, collection of required data and other engineering
and management activities (performed by Ryerson, Master & Assoc. Inc.)

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: X

| Activity # | 1st Period | | 2nd Period | | 3rd Period | | 4th Period | |
|----------------|-----------------|-----------------|------------|-----------|------------|-----------|--------------|--------------|
| | Ends 2/02 | Ends 2/03 | Ends 2/03 | Ends 2/03 | Ends 2/03 | Ends 2/03 | Ends 6/30/03 | Ends 6/30/03 |
| 1. Purchase | \$27,186 | \$27,185 | \$ | \$ | \$ | \$ | \$ | \$ |
| 2. Eng. / Mgt. | \$ 9,062 | \$ 9,061 | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| | \$ | \$ | \$ | \$ | \$ | \$ | \$ | \$ |
| Total | \$36,248 | \$36,246 | \$ | \$ | \$ | \$ | \$ | \$ |

Note: Grantee may shift funding between periods as needed to meet project objectives.

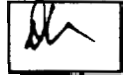
G. Total Project Budget:

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> GRANT | <u>OTHER</u> Secured Funds | <u>Project</u> TOTAL |
|----------------------|-------------------------------|--------------------------------------|--------------------------------|
| Equipment | \$ 54,371 | \$ see below | \$54,371 |
| Other capital | \$ | \$ | \$ |
| Personnel | \$18,123 | \$ see below | \$ 18,123 |
| Other operating | \$ | \$ | \$ |
| Grant Administration | \$0 - See Note | \$ | \$ |
| Total | \$72,494 | \$ | \$72,494 |

Status notes: Equipment includes all costs covered in equipment vendor purchase orders. Personnel includes all costs to be incurred by Ryerson, Master and Associates, Inc. Other secured funds: contributions are anticipated by engine operators to support the purchase, installation or operation of the low polluting engines.

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H. Sources of Other Secured Funding :

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

| | | |
|--|----------------------------|---------------------|
| | Date of this report: _____ | |
| <u>Sources of Other Secured Funding</u> | <u>Amount</u> | <u>Notes</u> |
| 1. _____ | \$ _____ | _____ |
| Total | \$ _____ | |

I. Monitoring Program:

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 Engine hours or fuel consumption, engine repair and maintenance, tests records and field inspection reports.

Units of measure

1. Make, Bhp (SAE), model, year, VIN and serial no. of baseline and project engine.
2. Engine hours operated or fuel consumed within District, for baseline and project engines, The baseline hours will be the best available information from the equipment owner on prior annual hours of use.
3. Project engine maintenance, repair; test records, if any for project engine.

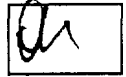
Frequency and source of collection for each measure. Grantee will collect all measures for baseline engine prior to request for project approval. Grantee will report all measures for project engines after one year of operation and Grantee will require project engine owner to collect and retain all measures for project engine for five years after final reimbursement for the project. A copy of the contract between each engine owner and Grantee or Grantee representative, containing this requirement, will be transmitted to the District prior to any payment for that engine under this agreement.

J. Emissions and Cost Effectiveness Calculations:

NOTE: The following estimates were prepared by District staff for the AB2766 grant award by the District Board to this program, and do not represent requirements to be met during implementation. Such requirements are shown elsewhere in the agreement. Cost effectiveness shown below is defined as the total amount of this grant divided by the total tons of ROG, NOx and PM emissions reduced over the stated useful life.

| | |
|---|--|
| <u>Grant Award</u> | \$72,494 |
| <u>Useful Life of Project:</u> | 9 years |
| <u>Total Tons of Emissions reduced over Useful Life:</u> | 18.9 Tons of NOx, ROG and PM,, emissions reduced. |
| <u>Prior AB2766 Grant, if any :</u> reductions are additional. | Prior grants for this project not included, as these emissions |
| <u>Cost Effectiveness of Award</u> | \$3,833 per ton projected C.E. (This AB2766 C.E. is not comparable to that defined by Moyer guidelines) |

This concludes Attachment 1



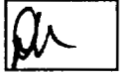
ATTACHMENT 1A - PROJECT NARRATIVE
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program
See instructions in Attachment 4

Project: 01-24 Agricultural Engine Conversions
Grantee Agency: Santa Cruz County Agricultural Commissioner

The program will convert engines used on a variety of agricultural and earth moving equipment, such as tractors, harvesters, lumber lifts and dozers. Pollution reductions will be achieved through the use of the most cost effective combination of turbocharging, aftercooling, electronic controls, timing optimization, electrification, and alternative fuels. Installation of this technology will be achieved through engine retrofits, engine repowers or replacement of old equipment with new equipment.

Ryerson, Master and Associates, Inc. (RMA) will manage the project for the Agricultural Commissioner's Office and will be responsible for identifying the engines for inclusion in the program, providing information to the engine owners on the range of qualifying technology and potential vendors and collecting engine specifications. The Office of the Agricultural Commissioner will approve all engine conversions included in this program.

A number of factors will affect the amount of emission reductions achieved. These factors include the optimal engine technology, the size and number of engines converted, the average engine loads experienced, and the overall life and amount of use of the engines. The estimated future use of the engines will be based on the best available information from the equipment owner on prior annual hours of use, multiplied times a seven-year projected lifetime for the project engines.

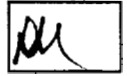


ATTACHMENT 2: SPECIAL GRANT CONDITIONS
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program
 Prepared by District

Project: 01-24 Agricultural Engine Conversions
Grantee Agency: Santa Cruz County Agricultural Commissioner

The special conditions in this Attachment take precedence over any conflicting terms and conditions elsewhere in this agreement. Conversion projects under this program are limited to a) *Purchases* of new engines in new off-road vehicular equipment to replace similar existing equipment; b) *Repowers* of baseline off-road vehicular equipment; and c) *Retrofits*, consisting of modifications or additions to baseline engines in off-road vehicular equipment. Combinations of these are possible, e.g. repowering with a retrofitted engine. Baseline engines will be diesel, and project engines may be diesel, natural gas, electric, or gasoline engines.

1. Project engines must be rated at 50 Bhp or more and be operated primarily within Monterey, San Benito or Santa Cruz Counties, unless otherwise approved in writing by the District;
2. Project engines will reduce NO_x and PM₁₀ emissions by the percentage meeting adopted Moyer Heavy Duty Diesel Emission Reduction Program Guidelines.
3. Project emissions reductions will be calculated using current Moyer Heavy Duty Diesel Emission Reduction Program guidelines, unless otherwise approved in writing by the District. A default load factor of 60% shall be used, unless another factor is approved by the District. Baseline engine emission factors shall use Moyer default values, unless manufacturer test data or other default values are available which are acceptable to the District. For each engine project, cost effectiveness calculated using the Moyer method shall not exceed \$20,000. The costs of professional engineering and project management services needed to implement each engine project under this program may be reimbursed up to 25 percent of the total grant costs to implement that engine project.
4. Prior to implementing any engine project, grantee will transmit a request for approval to the District for that project. Such requests will contain:
 - a. Baseline engine year, not equipment model year, if different. Baseline engines are existing engines to be replaced or repowered.
 - b. For any baseline manufacturer emissions test values performed prior to October 1993, baseline emissions will be reduced by 7% for NO_x, and 25% for PM₁₀.
 - c. Name, address and daytime phone of engine owner; counties(s) where project engine will be operated; equipment type before and after project (harvester, tractor, bulldozer, grader, etc.);
 - d. Baseline engine make, model, year, Bhp and engine serial no.
 - e. Baseline engine hours, total and annual during past year in District. If engine hours not available, actual fuel consumed.
 - f. Baseline engine NO_x and PM₁₀ emissions in grams/ Bhp-hour.
 - g. Project engine estimated annual engine hours in District for the next five years.
 - h. Project engine make, model, year, Bhp and engine serial no.
 - i. Project engine estimated annual engine hours in District for the next five years.
 - j. Project engine estimated NO_x and PM₁₀ emissions in grams/ Bhp-hour.
7. Within ten working days of receipt of an approval request, District will fax, then mail written notice confirming approval or stating what deficiencies must be remedied.



- If approved, District will make payment of 35% of the total cost of the approved project to Grantee and transmit payment with that approval.
8. Grantee will seek out and give preference to project proposals that will be the most cost-effective possible within the lifetime of the program.
 9. Prior to reimbursement of over ninety percent of the approved total Grant amount of each engine project:
 - a. Grantee will demonstrate that baseline engine was scrapped and made permanently unusable by providing District with a scrap receipt which states that the engine block will be made permanently unusable and scrapped, or other evidence, satisfactory to District staff, that the engines have been scrapped and been made permanently unusable.
 - b. A District representative will field inspect projects.
 - c. Grantee will submit a project final report as described in Attachment 4.
 10. Grantee will submit invoices for all equipment cost expenditures satisfactory to District staff, with each reimbursement request.
 11. Grantee will document having advertised or solicited for applications for this grant program and provide such documentation to the District on request.
 12. Grantee will record names and addresses of all persons having submitted applications for grant funding under this agreement and provide that list to the District on request.
 13. Both requests for approval and for reimbursement ("invoices") will contain:
 - a. A unique project application number for each engine project.
 - b. Grant reimbursable costs, separately detailed by equipment, parts, labor to install, and engineering consultant services.
 - c. Project costs to be reimbursed by owner.
 14. Grantee will document performance under Sections 1-13 above, satisfactory to District staff.
 15. If for any reason this Agreement is terminated by the District, if purchase orders have been submitted for engine projects previously approved, then costs incurred by those purchase orders will be reimbursed, as well as any other eligible expenditures incurred through the termination end date.
 16. For the purpose of this Agreement, eligible costs are limited to costs found consistent with the terms of this agreement by District staff.
 17. Grantee may delegate any duties under this agreement not specifically designated as those of the Grantee to a professional engineering consultant acceptable to District staff.
 18. This agreement's reference in Section IV to "ten percent of the AB2766 grant" refers to ten percent of the total cost of each engine project, including eligible professional services.
 19. All reimbursement under this Agreement shall be paid directly to the Agricultural Commissioner.
 20. After one year of operation, Grantee will require the engine owner to collect and store the monitoring data shown in Attachment 1 Section I for five years, and make these data available for inspection by District on request.
 21. Grantee will secure the other funding necessary to implement this program, and for all costs of grant administration. Such other funding shall be identified in Attachment 1, Sections G and H.

This concludes Attachment 2

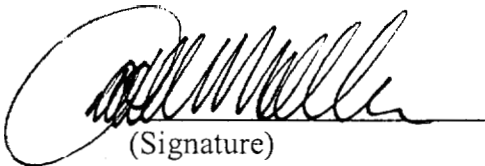


**ATTACHMENT 3 - CONFLICT OF INTEREST CERTIFICATION
FY 2000-01 AB2766 Motor Vehicle Emissions Reduction Program**

**Project: 01-24 Agricultural Engine Conversions
Grantee Agency: Santa Cruz County Agricultural Commissioner**

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): _____


(Signature)

Date 4/24/01

David W. Moeller, Agricultural Commissioner

AGRICULTURAL COMMISSIONER
WEIGHTS AND MEASURES
COUNTY OF SANTA CRUZ
175 WESTRIDGE DRIVE
WATSONVILLE, CA 95076

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

0046

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

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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 AB2766 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 AB2746 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.

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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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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



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.