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FY2010-11 AB2766 Motor Vehicle Emissions Reduction Program

Grant Agreement No. 11-04

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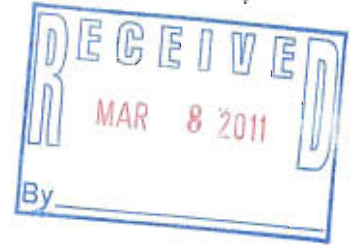


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<u>Document</u>	<u>Pages in Document</u>
Grant Agreement	(Pages 1-4).
Attachment 1	Project Description, Budget and Schedule-- (Pages 1-4). This Attachment includes the Project Description, Budget and Schedule, the sources of all project funding.
Attachment 2	Special Grant Conditions-- (Up to 2 pages). This Attachment lists any special grant conditions applicable to Grantee, based on the grant application submitted by Grantee, grant award conditions and applicable AB2766 Grant Program requirements.
Attachment 3:	Conflict of Interest Certification – (One page).
Attachment 4:	READ THIS FIRST! Instructions for Completing Grant Agreement, Reimbursement Requests, and Reports – (Four pages). This attachment provides detailed instructions for completing and returning this grant agreement for execution by District. It also provides instructions for invoicing and reporting, as well as a description of how District shall reimburse grantee for eligible project costs.

This concludes the Table of Contents page



FY2009-10 AB2766 Motor Vehicle Emissions Reduction Program

Grant Agreement

Between

The Monterey Bay Unified Air Pollution Control District

And the

Transportation Agency for Monterey County

Grant Agreement Number: 11-04

Project Title: Regional EV Charging Stations

The Monterey Bay Unified Air Pollution Control District (hereinafter, "District") and the **Transportation Agency for Monterey County** (hereinafter, "TAMC" or "Grantee") enter into this Agreement (hereinafter, "Agreement") to implement the Project entitled **Regional EV Charging Stations** (hereinafter, "Project") as described herein. The purpose of the Agreement is to reduce emissions of motor vehicles in accordance with Assembly Bill 2766 (California Health and Safety Code Section 44220-44247) through implementation of the Project by Grantee, funded in part by AB2766 funding as agreed herein. The AB2766 grant funding under this Agreement shall not exceed \$ **38,500** in the aggregate.

A. General Agreements

1. This Agreement shall be comprised of the Grant Agreement No. **11-04** and Attachments 1, 2 3 and 4.
2. The term of this Agreement ("Term") shall begin the date the Agreement is last signed by either party ("Start Date") and end two years later ("Completion Date"), unless further extended pursuant to the terms of this Agreement.
3. To be eligible for reimbursement, expenditures shall be incurred during the Term of the Agreement.
4. Expenditures for administration of the grant are ineligible for reimbursement with AB2766 funds.
5. Grantee hereby promises that all other funds shown as "secured" in Section G of Attachment 1 of this Agreement have been appropriated by Grantee or awarded to Grantee after adoption of its current annual budget.
6. Secured funds shall be available for expenditure on the Project by January 29, 2011 ^{KL}
7. Grant-eligible expenditures are identified in Attachment 1 Table F of this Agreement.
8. Total funding by the District pursuant to this Agreement shall not exceed \$ **38,500**.

B. Grantee Obligations

Grantee shall:

1. Execute and deliver this Agreement to the District no later than January 29, ~~2010~~ 2011 ^{KL}
2. Implement the Project in accordance with the scope, budget and schedule specified herein.
3. Comply with all applicable District, federal, state and local laws and regulations, and obtain all permits, approvals or clearances required to implement the Project, including any necessary District permits;
4. Collect and report travel activity data, keep records and submit supporting expense documentation in accordance with the terms of this Agreement.





5. Request reimbursement for grant-eligible expenditures in accordance with Attachment 2, thereby affirming that grant-eligible expenditures have been incurred for the purposes specified in the request.
6. Provide supporting documentation for expenditures to the District in a manner and form satisfactory to District staff.
7. Request reimbursement for grant-eligible expenditures within two years of the Completion Date, in accordance with Attachment 4.
8. Assist District staff in inspecting and reviewing the Project.
9. To obtain reimbursement for the final ten percent of total eligible expenditures or the grant amount, whichever is less, Grantee shall:
 - (a) Submit a reimbursement request for those expenditures if not previously invoiced;
 - (b) Submit a Final Report for the Project, satisfactory to District, in accordance with Attachment 2; and
 - (c) If the project was granted funds based on quantified emissions reductions, the Final Report shall also include documentation of the emissions-reducing activities that qualified the Project for a grant, satisfactory to District.
10. Any other obligations for which Grantee is responsible, specified in this Agreement.
11. Grantee shall defend, indemnify and hold harmless MBUAPCD, its officers and employees from and against any liability or costs of any type, including attorney's fees, arising out of or related to Grantee's performance under this Agreement, except for liability or costs arising out of the sole negligence of MBUAPCD, its officers or employees.

C. District Obligations

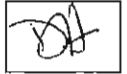
District shall:

1. Reimburse grant-eligible expenditures incurred by Grantee to implement the Project, provided they are documented in a reimbursement request submitted in accordance with the terms of this Agreement.
2. Disburse payment within 30 calendar days of District approval of each Grantee reimbursement request unless otherwise specified in Attachment 2.
3. Promptly respond to questions regarding the Agreement's terms and conditions, including, but not limited to: eligible expenses, reimbursement requests and reports.
4. Any other obligations for which the District is responsible, specified in this Agreement.

D. Annual and Final Reports

1. Grantee shall submit a Final Report covering the period from Start Date to Completion Date, in accordance with Attachment 4.
2. If Table G of Attachment 1 specifies grant reimbursement for personnel or other operating costs and if the project is not implemented within one year from Start Date, Grantee shall submit an Annual Report in accordance with Attachment 4.





E. Grant Agreement and Obligation Period

1. This Agreement shall expire on the Completion Date, and may only be extended if some or all of grant-eligible expenses have been incurred and reimbursement requested during the Term;
2. This Agreement may be extended only by the District Board of Directors after written request to District by Grantee, and for a maximum period of five years from the date of grant award by said Board ("Award Date");
3. If Grantee has an unreimbursed grant award balance three or more years after the end of the Term, as may be extended, or five or more years after the Award Date, whichever is earlier, this Agreement shall terminate without notice and the District shall have no obligation to make any further reimbursement to Grantee.

F. Notices and Correspondence

Correspondence or notices required by this Agreement shall be sent via First Class Mail or facsimile to the individuals and addressees specified below:

District: Richard Stedman, Air Pollution Control Officer
Attention: David Fairchild
24580 Silver Cloud Court, Monterey, CA 93940
Tel: (831) 647-9411 FAX (831) 647-8501 email: dfair@mbuapcd.org

Grantee: Mike Zeller
TAMC
P.O. Box 2902
Salinas, CA 93901
Tel: (831) 775-4410 Email: mike@tamcmonterey.org

55-B PLAZA CIRCLE ↗
SALINAS, CA 93901

G. Assignment and Delegation

Except as provided in Attachment 2, herein, this Agreement and all associated benefits, including capital or equipment reimbursed in whole or part by AB2766 grant funds, and any duties, obligations or liabilities arising therein, may not be assigned or delegated during the Project life or ten years from the Start Date, whichever occurs first, without the prior written consent of the District.

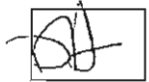
H. Severability

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.

I. Entire Agreement

1. This Agreement constitutes the entire agreement between the parties, and supersedes any prior agreement concerning the subject matter herein.
2. Amendments to this Agreement may be proposed in writing by either party and to become effective, shall be signed and dated by both District and Grantee.
3. Oral representations by either party or their representatives shall have no force or effect.





ATTACHMENT 1 - PROJECT DESCRIPTION, BUDGET AND SCHEDULE

FY2010-2011 AB2766 Motor Vehicle Emissions Reduction Program

A. Public Agency Applicant: TAMC

B. Amount of Other Funds Secured: _____ (\$ 23,100 or more).

C. Budget: AB2766 Grant Amount: \$ 38,500.
Total Project Cost: \$ 61,600.

D. Project Title: Regional EV Charging Stations.

E. Project Schedule and Activity List : *(The Project shall be completed within two years)*

Start Date: _____ End Date: _____ . Duration: _____ .

Activity List: *List each distinct task, phase or activity needed to implement this funded project:*

Activity #1: SELECT LOCATIONS FROM POOL OF COMMITTED PRIVATE OWNERS

Activity #2: REGISTRATION INSTANT EVSE LEVEL 2 CHARGER

Activity #3: COLLECT DATA ON EVSE LEVEL 2 USAGE

Activity #4: _____

Activity #5: _____

Table F. AB2766 Funds: Expenditure Schedule

Show ONLY AB2766 grant funds in Table F.

Check type of Period:

Quarterly
 6 Mos.
 Annual

Total must equal AB2766 request shown in §C

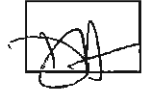
Activity #	1st Period	2nd Period	3rd Period	4th Period	TOTAL
	Ends <u>2/10</u>	Ends <u>4/11</u>	Ends <u>7/11</u>	Ends <u>12/11</u>	<u>AB2766</u>
1.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	\$ <u>9,625</u>	\$ <u>9,625</u>	\$ <u>9,625</u>	\$ <u>9,625</u>	\$ <u>38,500</u>
3.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ <u>9,625</u>	\$ <u>9,625</u>	\$ <u>9,625</u>	\$ <u>9,625</u>	\$ <u>38,500</u>

Table G. All Funding Sources: Total Project Budget

IMPORTANT: Show Secured Other Funds for Grant Admin in Column 2. Column 4 total must equal Total Project Cost in C above.

	1. AB2766 Grant Funds	2. Secured Other Funds	3. TOTAL All Funding for Project
Table G	<u>Grant</u>	<u>Secured Now</u>	<u>Total</u>
Equipment	\$ <u>38,500</u>	\$ <u>17,500</u>	\$ <u>56,000</u>
Other capital	\$ _____	\$ _____	\$ _____
Personnel	\$ _____	\$ _____	\$ _____
Other operating	\$ _____	\$ _____	\$ _____
Grant Administration	\$ <u>XXXXXXX</u>	\$ <u>5,000</u>	\$ <u>5,000</u>
All Costs, Total	\$ <u>38,500</u>	\$ <u>23,100</u>	\$ <u>61,600</u>





Project: 11-04: Regional EV Charging Stations
Grantee Agency: TAMC

Table H. Sources and Status of Other Funding

STATUS CODES

Check one status code for each source:

S = Secured funds: Grantee attests these funds are NOW secured.

P = Previous AB2766 funds secured and available for this project.

<u>Source</u>	<u>Amount</u>	<u>S</u>	<u>P</u>
1. (19) PRIVATE ORGANIZATION	\$ 17,500	✓	—
2. IBEW	\$ 5,600	✓	—
3. _____	\$ _____	—	—
4. _____	\$ _____	—	—
6. _____	\$ _____	—	—
Total: \$ 23,100		. (\$ 23,100 or more).	

Include All Prior AB2766 Grant(s) for this same project, IF ANY: \$

Prior AB2766 Grant Agreement number (s), IF ANY: None

I. Monitoring Program:

a. Travel or other activity measurements to be collected: *Describe each:*

Measure 1: Fee amount collected, if any

Measure 2: charging duration

Measure 3: energy use

Measure 4: User county of residence

b. Type of Data Collection (Counts, surveys, logs, etc.): Data log of each charger

c. Frequency and source of collection for each measure: Data log of each charger

J. Contacts:

List contact information for the primary grantee reimbursement and/or Project Manager, if different, and for the implementation entity, if different.

Primary Contact Name: MIKE ZELLEN

Mail address: 5533 PLAZA CIRCLE, SALVANA, CA 93901

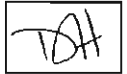
Telephone: (931) 775-4416 Fax: _____ E-Mail: MIKE@TAMCUNTEREY.ORG

Reimbursement Contact Name (If different): IBEW LOCAL 234

Mail address: 10700 MEADWAY ST., CASSELVILLE, CA 95012

Telephone: (931) 633-2311 Fax: _____ E-Mail: ANDY@IBEW234.ORG

Implementing Entity Name: Electrical Contractor/ Charging Station Vendor.



J. Termination

1. The District shall have the right to terminate this Agreement without prior notice if Grantee causes or fails to prevent any of the following:
 - a) Failure to perform in a timely, professional or competent manner.
 - b) Failure to make reasonable progress in implementing the Project.
 - c) Material breach, or failure to abide by any term or condition of the Agreement;
 - d) Assignment of any benefits or delegation of any duties associated with this Agreement to a third party except as provided in Attachment 2.
 - e) Failure to report any conflict of interest as required by Attachment 3, herein.
 - f) Bankruptcy or dissolution of Grantee.
2. The District shall determine whether cause exists for termination and if so, shall issue a Stop Work Notice to Grantee, followed within three working days by a Notice of Termination, which shall specify a termination date.
3. Upon receipt of a District Stop Work Notice or a Notice of Termination, Grantee shall immediately stop work on all activities requiring reimbursement under this Agreement, unless the Notice includes directions as specified immediately below in Section 4.
4. If so stated in the Stop Work Notice or a Notice of Termination, the Grantee may continue to incur grant-reimbursable expenditures through the termination date specified in the Notice, to ensure:
 - a) Continuation of any grant-funded activity needed to maintain air quality or reduce vehicular emissions; and
 - b) Continuation of any grant-funded activity needed to discharge Grantee obligations if specified in the Notice of Termination .
5. Breach of any material term of this Agreement by Grantee shall be considered a breach of the entire Agreement.

K. Acceptance

The undersigned attest to being the duly authorized representatives of the parties to this Agreement, and further attest to having read this Agreement in its entirety and covenants to comply with all its terms and conditions.

Authorized signature for Grantee:

Name: DEBRA C. WISE
Title: EXECUTIVE DIRECTOR

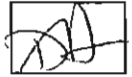
Date: 1/27/11

For the District:

Richard A. Stedman
Air Pollution Control Officer (APCO)

Date: 2/11/11





Project: 11-04: Regional EV Charging Stations
Grantee Agency: TAMC

J. District-Prepared Emissions and Cost-Effectiveness (C/E) Calculations:

Project Life: 2 year(s). *Note: default value may be used for project life.*

Values shown only if direct emissions projects were scored for this grant award.

Greenhouse Gas Emissions

CO₂e: .0 Tons over the project life. *Note: GHG tons are not used in C/E.*

Ozone Precursor Emissions over Project Life

NO_x: .0 Tons
ROG: .0 Tons
Exhaust PM10: .0 Tons
Other PM10: .0 Tons

Total: .0 Tons, over the project life
Weighted Total : .0 Tons, over the project life.
Note: Exhaust PM10 weighted by 20.

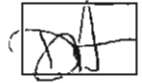
Reduction in Vehicle Miles Traveled (VMT)

VMT: .0 million Vehicle Miles Traveled over the life of this project.

Grant Cost-Effectiveness (C/E):

Total: \$ per ton. *Equals the grant amount, plus any prior AB2766 grant amount(s) for this same project, divided by the total lifetime tons of ROG, NO_x and PM10 emissions, with the exhaust PM10 reductions weighted (multiplied) by 20.*





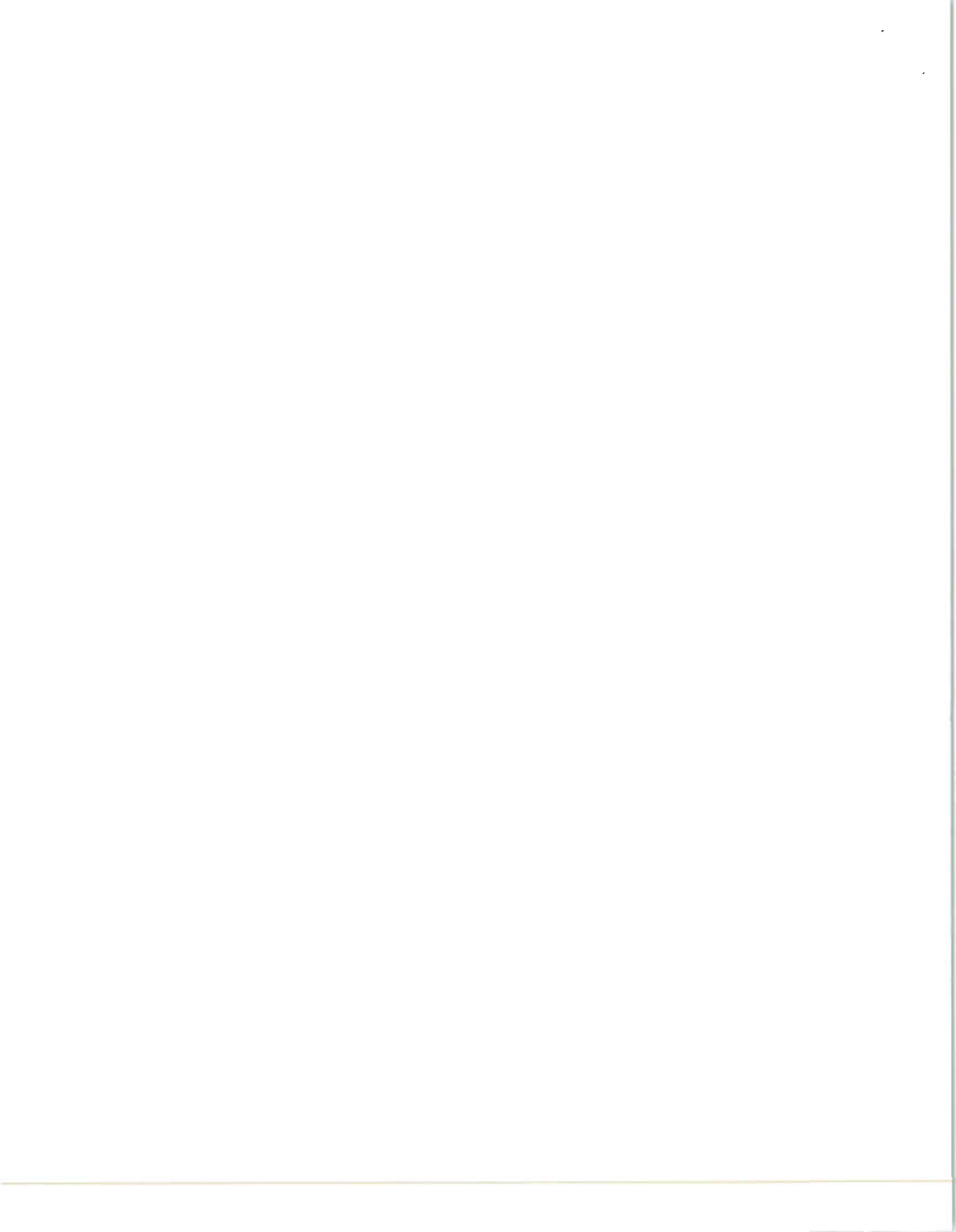
ATTACHMENT 1 (Cont.) - PROJECT NARRATIVE
FY2010-2011 AB2766 Motor Vehicle Emissions Reduction Program
See instructions in Attachment 4

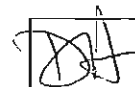
Project: 11-04: Regional EV Charging Stations
Grantee Agency: TAMC

Project Narrative/Scope of the Grant-Funded Project

Install and operate seven public access level II EV charging stations (240 VDC) with two or more sockets, at a location to be approved by the District, and publicize the stations' availability, location and occupancy on the web and in other media. A network of publicly available fast charge stations would encourage greater purchase and use of EVs, thereby reducing emissions. Grantee should seek to demonstrate how the project induced greater use of EVs in final report.

This concludes Attachment 1





ATTACHMENT 2: SPECIAL GRANT CONDITIONS
FY2010-2011 AB2766 Motor Vehicle Emissions Reduction Program
Prepared by District

Project: 11-04: Regional EV Charging Stations
Grantee Agency: TAMC


The special conditions in this Attachment take precedence over any conflicting terms and conditions elsewhere in this Agreement. Any special conditions included in the District Board award of this grant are listed immediately below:

- Prior to implementation, District staff shall approve site(s) for charging stations.

The special conditions checked below are also included in this Attachment:

1. Monitoring data shall be collected twice: once before project implementation and again one year after project is fully implemented, with both data reported in the Final Report.
2. Failure to collect "before" data will invalidate the Final Report.
3. Monitoring measures shown in Attachment 1 will be reported in the Final Report and in the annual report, if applicable.
4. Vehicles purchased in whole or part with District grant funds (vehicles) must meet or exceed applicable current standards established by the California Air Resources Board.
5. Prior to payment of the final ten percent of the invoiced grant amount, a Final Report satisfactory to the District must be submitted to the District.
6. The Final Report shall cover the first full year of use, and shall include all activity monitoring data required in Attachment 1, Section 1.
7. Bicycle count data required to be included in the Final Report include: AM, Noon and PM peak period counts of separately tabulated directional bicycle and pedestrian traffic, plus directional Average Daily Traffic (ADT) counts taken on the same day on the nearest parallel roadway,
8. Counts shall be taken twice, once before the project is implemented and once after a year has elapsed after the Project is operational.
9. "Before" counts shall be taken before the Project is operational.
10. "Before" and "after" counts shall both be taken when schools are in session, and on Tuesday through Thursday during the same month.
11. All bicycle count data must be taken at or near one end of Project, and must be taken at the same location for "before" and "after" counts.
12. Photographs of the completed Project shall be included in the Final Report.
13. For the Project life shown in this Agreement, any capital, equipment and vehicles whose purchase price paid was 50% or more of total cost by this grant (hereinafter "funded equipment") shall not be sold or transferred without written permission of the District.
14. If requested by District, Grantee shall conspicuously affix a decal to the grant-funded equipment, provided by District, identifying the District as a source of funding for the equipment.
15. Prior to reimbursement of more than 35% of this grant, a District representative shall inspect the funded equipment.






16. Prior to reimbursement of more than 90% of this grant, any diesel engine in any equipment replaced or repowered by this grant must be made inoperable or scrapped in a manner acceptable to, and inspected by, District.
17. Legal title to AB2766 grant-funded vehicle(s) shall be in the name of the Grantee and Grantee shall be solely responsible for liability insurance, maintenance, use and operation of grant-funded equipment in accord with the project narrative included herein, and any manufacturer's recommendations for the Project life shown in Attachment 1 of this Agreement.
18. If funded equipment is sold before the end of the Project life specified in this agreement, Grantee promises to return a proportionate share of all sale proceeds to the District, said share being the percentage of the original purchase price funded by AB2766 funds.
19. Emissions reductions and other characteristics of the Project specified in this Agreement are for the entire Project, and not for any separate phase or task.
20. Grantee hereby promises to complete the funded Project within five years of the date the first grant funds were awarded to this same project by the District Board.
21. All documents produced whether in print, audio-visual, or electronic format (e.g. printed publications, radio and television announcements, or web-based information) shall include the following statement: "Funded by [or in part] by the Monterey Bay Unified Air Pollution Control District".
22. An identifying District logo supplied by the District shall be attached to, superimposed upon, or printed on materials produced with grant funding.
23. District shall retain exclusive and irrevocable copyright over all materials developed or produced solely with AB2766 grant funding under this Agreement.
24. Grantee shall incorporate these Special Conditions in all subcontracts or purchase orders used to implement the project if to be funded with AB2766 funds.
25. All documents produced in print or electronic format shall include the following: "© Monterey Bay Unified Air Pollution Control District".
26. Any identifying trademarks or logos attached to, superimposed upon or printed on any grant-funded publications shall include the District logo.
27. Any grant-funded publications solely funded by this AB2766 grant shall not contain identifying trademarks or logos printed, attached to, or superimposed upon such publications, other than the logos or identifying marks of the Grantee and/or District.

This concludes Attachment 2.





**ATTACHMENT 3 - CONFLICT OF INTEREST CERTIFICATION
FY2010-2011 AB2766 Motor Vehicle Emissions Reduction Program**

**Project: 11-04: Regional EV Charging Stations
Grantee Agency: TAMC**

I certify that no Principal, Director, or Executive of the Grantee is a member of the District Board of Directors, District Advisory Committee, District Hearing Board, any other District committee, nor is a member of the District staff, unless listed below.

I further certify that no principal of the Grantee has an economic relationship with a member of the Board of Directors, Advisory Committee, Hearing Board, or any member of the District staff, unless listed below.

Disclosure of any said memberships or economic relationships is required. Non-disclosure may result in immediate termination of this Agreement by District, without prior notice.

List of conflicts disclosed:

Grantee Principal, Director, or Executive:

Basis of conflict

JANE PARKER
LOU CALCIANO
SEYMOUR SAKINAB

DISTRICT / TAMC BOARD
DISTRICT / TAMC BOARD
DISTRICT / TAMC BOARD

For the Grantee



Signature

DEBRA L. WALKER

Printed Name

Date: 1/27/11

FY 2010-11 AB2766 GRANT AGREEMENT
ATTACHMENT 4: INSTRUCTIONS
GRANT AGREEMENTS, REIMBURSEMENT REQUESTS AND REPORTS

CONTENTS

- A. Instructions for GRANT ACCEPTANCE AGREEMENTS
- B. Instructions for REIMBURSEMENT REQUESTS
- C. Instructions for ANNUAL AND FINAL REPORTS

A. Instructions for completing and executing GRANT ACCEPTANCE AGREEMENTS

GENERAL INSTRUCTIONS. You must **complete and return a single signed, original Grant Agreement to the District.** The draft sent you was prepared by District staff, but it must be completed by you as the Grantee. You may type or write legibly in all caps (ink only). The single completed, initialed and signed original must be returned by mail or delivered to David Fairchild at the District, no later than 4 PM on:

January 31, 2011

AGREEMENT, Page 3: Verify the Grantee contact person's (project manager's) fax and email information here, and correct if necessary.

AGREEMENT, Page 4: An authorized representative of Grantee signs and dates this page, adding his/her name typed or inked in caps. When signed by the District, a copy of the fully executed agreement will be mailed to you. Do **not** incur reimbursable expenses until receipt of the fully executed copy. Please keep that copy, since you will need it for reimbursement instructions.

ATTACHMENT 1 – General: Fill in all applicable blanks with current information, which may possibly differ from your final 2009 grant application. If you need to make a substantial change in scope or application of funds, reduce total cost, or any other substantial change from the final application, first get approval from District staff David Fairchild at (831) 647-9418 x234, dfair@mbuapcd.org.

ATTACHMENT 1- Detailed instructions:

- | | |
|---------------------------------|---|
| C. Budget | Verify that total cost is correct. The total cost equals <i>all other funding needed to implement</i> , including this any prior AB2766 grants. |
| E. Project Activity List | Identify and provide a brief description if needed, for up to five activities needed to fully implement the grant funded project. |
| F. AB2766 Grant | Show <i>only AB2766 grant funding</i> in Table F, for activities to be |



FY 2010-11 AB2766 GRANT AGREEMENT
ATTACHMENT 4: INSTRUCTIONS
GRANT AGREEMENTS, REIMBURSEMENT REQUESTS AND REPORTS

- Budget** reimbursed from grant funds. Identify the periods of this table as quarterly, semester or annual. Enter the first period start date, last period end date.
- G. Total Project Budget** List AB2766 *and* other funding for each activity shown in E. AB2766 grant funds may *NOT* be used to administer the grant, so *show* the costs of grant administration under other secured funds and show their source on Table H. Other secured funding is funding already obligated, budgeted or otherwise completely assured as available to implement this specific project. You may use a non-budgetary source for costs of grant administration, e.g. "In-kind".
- H. Sources of Other Secured Funds** Show the sources of all other secured funds shown in Table G here. District staff may ask for documentation regarding the status of secured funding claimed before executing a grant agreement. All funds necessary to implement the project and *administer the grant must be identified*.
- I. Monitoring** For details on monitoring requirements, see Attachment 2 Special Conditions. Grant funds may be used toward the costs of these monitoring activities. Requirements for monitoring, if any, are shown here, and *must be performed to receive 100% reimbursement* of your grant. Any changes to Project monitoring require prior District staff approval. Perform all "before" monitoring specified as soon as possible after executing the grant agreement. Requests for reimbursement *may be held* if any required "before" measurements have not been performed.
- J. Emissions Calculations** These estimates were prepared by District staff, and are included for information only.

ATTACHMENT 1A - PROJECT NARRATIVE: The draft agreement contains a brief project description based on your final application. You may add additional project narrative here, to describe changes since the application. Additional pages can be added if required. Any substantial change in grant scope, or reduction in total cost, or any other change that could lower the amount of emissions reduced by the project must first be approved by District staff. Initial the upper right corner of each page.

ATTACHMENT 2- SPECIAL GRANT CONDITIONS: District staff prepared these conditions based on the District Board report for grant awards. If any condition is not acceptable, contact District staff to negotiate other conditions. Written District approval is needed for a change in any Attachment 2 condition. Initial the upper right corner of each page.

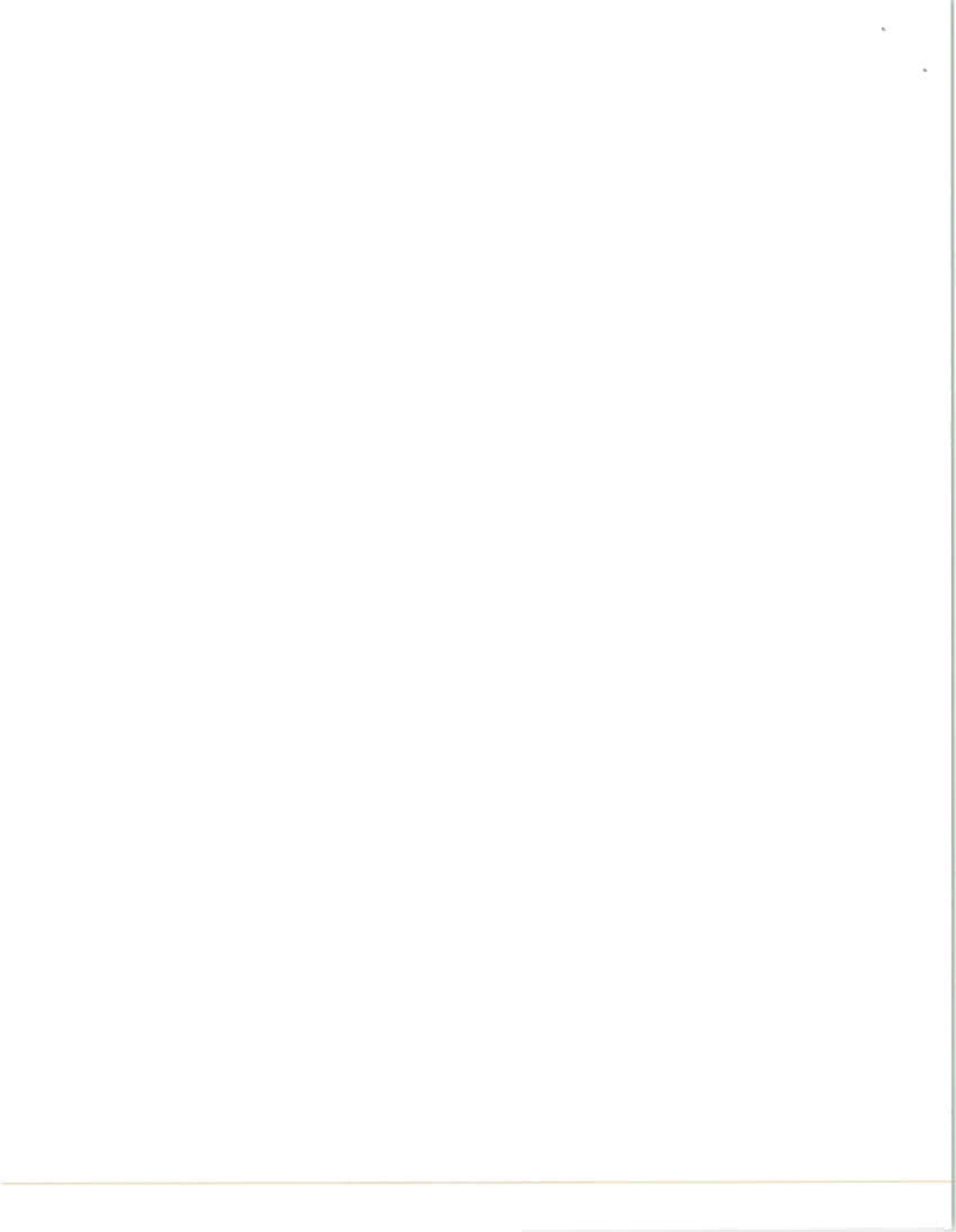
ATTACHMENT 3- CONFLICT OF INTEREST CERTIFICATION. Disclosure of any relationship does not necessarily nullify a grant award, but non-disclosure could. The Grantee must sign and date this Attachment, and initial the upper right corner.



FY 2010-11 AB2766 GRANT AGREEMENT
ATTACHMENT 4: INSTRUCTIONS
GRANT AGREEMENTS, REIMBURSEMENT REQUESTS AND REPORTS

B. Instructions for REIMBURSEMENT REQUESTS

1. **IDENTIFY ALL REIMBURSEMENT REQUESTS** with the *Grant Number* and project title. The grant number (11- *) is on each page of the grant agreement. Include this number in all correspondence with the District, and use it when emailing or calling District staff.
2. **INELIGIBLE EXPENSES.** Only expenses incurred *between start and end dates of the Grant Agreement* are eligible for reimbursement.
3. **SUBMIT REIMBURSEMENT REQUESTS** no more frequently than *quarterly* (every three months) unless otherwise agreed in the Attachment 2 of the Grant Agreement.
4. **INCLUDE A NARRATIVE REPORT** with the request, unless the activity is self-explanatory. Report activities implemented, costs over or under budget, delay in meeting schedules, progress toward obtaining emission reductions or other information on project status.
5. **GRANT BALANCE BY BUDGET ACTIVITY.** Itemize the same activities shown in Grant Agreement Attachment 1 Table F. List 4 columns for (1) grant budget from Attachment 1, Table F, (2) any prior reimbursements received, (3) current reimbursement request, and (4) remaining balance of the grant, for each activity listed.
6. **SUBMIT SUPPORTING DOCUMENTATION.** Attach documentation to the request. It should include, but is not limited to: vendor invoices, receipts, purchase orders, spreadsheets or other computer reports from project tracking software, listings of employees included in payroll expenditures or other documents to support the project expenditures claimed. Documentation must *clearly identify the project as the object of expenditure*. Call the District Accounting Division (831) 647-9418 x 244 if you need help in preparing your documentation. All reimbursement request documentation must be in a manner and form satisfactory to District Accounting Division staff.
7. **REQUESTS MUST BE SIGNED ORIGINALS.** Attached expense documentation need not be original, but must be hardcopy prints, not electronic submissions attached to the signed original request.
8. **ANNUAL OR FINAL REPORTS MAY BE REQUIRED.** If over a year has elapsed since the start date execution date, an Annual Report may be required before processing a reimbursement request, or for final requests, submit a Final Report with monitoring data. The final ten percent of requested reimbursements *will be retained* until your Final Report is received and found adequate by District staff.
9. **INCLUDE THE NAME, PHONE NUMBER AND SIGNATURE OF THE PREPARER OF THE REQUEST.** FAX or emailed requests are *not* acceptable. All requests for reimbursement should be marked Attention: Accounting Division.



FY 2010-11 AB2766 GRANT AGREEMENT
ATTACHMENT 4: INSTRUCTIONS
GRANT AGREEMENTS, REIMBURSEMENT REQUESTS AND REPORTS

C. Instructions for ANNUAL/ ITERIM OR FINAL REPORTS

ANNUAL / INTERIM OR FINAL REPORTS. “Annual” Reports, also known as “Interim” Reports, cover the period from agreement execution date to the date of reimbursement request, except for projects completed before one year has elapsed, in which case only a Final Report is required. Up to 90% of the grant may be reimbursed before a Final Report is submitted, to ensure that the Grantee collects required monitoring data. The last ten (10) percent of the grant will be retained until a Final Report containing all “before” and “after” monitoring data is submitted, and found adequate by District staff. Unless otherwise indicated below, the same instructions apply to both Final and Annual Reports. Both Annual/ Interim and Final reports should include any and all collected “Before” and/or “After” monitoring data as listed in Attachment 1 of the Grant Agreement, as well as any information required in special conditions listed in Attachment 2 of this Agreement.

1. **Cover/Title Page** - Grantee, grant number (11-*), title of Project and whether the report is an Annual, Interim or Final Report.
2. **Executive Summary** - Briefly describe the history, purpose and need for the project, the nature of the project and what general air quality improvements are expected to result. Summarize activity over the reporting period - limit: two pages.
3. **Table of Contents** - Page numbers of sections, tables and figures (if any).
4. **Chapter I: Project Description** - Quote Attachment 1 of the grant acceptance agreement, supplemented as needed if implemented project scope, cost, funding or schedule differs.
5. **Chapter II: Project Implementation and Monitoring** - Describe the project’s process of implementation: the who, what, when and how of project execution during the reporting period. Discuss any problems meeting budget or schedule, achieving emission reductions or otherwise implementing the project. Describe any positive or negative relationships with other projects or programs. Report *all* monitoring data required in Attachment 1, Section I, and Attachment 2, as applicable. Include maps, graphics, tables, photographs or line art as appropriate. Electronic versions of data and reports are welcome, and reports may be submitted on CDs or as email attachments, if separate from requests for reimbursement. As noted above, requests for reimbursement must be inked originals.
6. **Chapter III: Evaluation** - Report the total cost of the project, and list all funds expended, including this grant. Summarize and discuss monitoring data, and overall accomplishments as well as any known adverse effects of the project as well as its effect on any other programs or projects.

*End of Attachment 4
and Grant Agreement.*

