FY 2012-13 AB2766 Motor Vehicle Emissions Reduction Program

Grant Agreement No. 13-03

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Document	Description and Pages in Document
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Grant Agreement Contract agreement that must be signed by both parties to execute grant (Pages 1-4).

Attachment 1 Project Description, Budget and Schedule-- (Pages 1-6). This Attachment includes the Project Description, Budget, Schedule and grantee contact info.

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: Instructions for Completing Grant Agreement, Reimbursement Requests, and Reports — (Three 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

FY 2012-13 AB2766 Motor Vehicle Emissions Reduction Program

Grant Agreement

Between

The Monterey Bay Unified Air Pollution Control District
And

County of Monterey Public Works

Grant Agreement Number: 13-03

Project Title: Two- year Bicycle Count Program

The Monterey Bay Unified Air Pollution Control District (hereinafter, "District") and County of Monterey Public Works (hereinafter, "Grantee") enter into this Agreement (hereinafter, "Agreement") to implement the Project entitled Two- year Bicycle Count Program (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 §§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 a total of \$34,487.

A. General Agreements

- 1. This Agreement shall be comprised of the Grant Agreement No. 13-03 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").
- 3. To be eligible for reimbursement, expenditures shall be incurred during the Term of the Agreement.
- 4. Expenditures for administration of the grant shall not exceed 5% of the grant award.
- 5. Grantee hereby promises that all other funds shown as "secured" in 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 1, 2013.
- 7. Grant-eligible expenditures are identified in the Attachment 1 Budget section of this Agreement.
- 8. Total funding by the District pursuant to this Agreement shall not exceed \$34,487.
- 9. 10% of the total grant award shall be withheld prior to the submittal by the grantee of a final report as defined in section D of this grant agreement.

B. Grantee Obligations

Grantee shall:

- 1. Execute and deliver this Agreement to the District no later than January 1, 2013
- 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.

Grant Acceptance	Agreement
No. 13-03	

November 19, 2012

Grantee Initials:

- 4. Collect and report travel activity and other pertinent 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 4, 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 10% 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 the District, in accordance with Attachment 2 and 4 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.,
- 10. Fulfill any other obligations, for which Grantee is responsible, specified in this Agreement.
- 11. Grantee shall defend, indemnify and hold harmless the District, 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 the District, 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. Fulfill any other obligations, for which the District is responsible, specified in this Agreement.

D. Reports

- 1. Grantee shall submit Quarterly Reports regardless of whether or not quarterly reimbursements are requested.
- 2. Quarterly reports submitted shall cover each three month period from Start Date to Completion Date, in accordance with Attachment 4.
- 3. For all projects, a Final report shall be submitted by the grantee within one year of the project term, in accordance with Attachment 4.

Grant Acceptance Agreement	November 19, 2012
No. 13-03	

Grantee	Initials:	

E. Grant Agreement and Obligation Period

- 1. This Agreement shall expire on the Completion Date and may be extended one time only for no longer than one hundred eighty (180) days upon approval by the District Board of Directors.
- 2. If Grantee has an unreimbursed grant award balance two years after the end of the Term, as may be extended, 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: Alan Romero

24580 Silver Cloud Court, Monterey, CA 93940

Tel: (831) 647-9411 FAX (831) 647-8501 email: aromero@mbuapcd.org

Grantee:

Patricia Lopez, Management Analyst III

Department of Public Works

County of Monterey

168 West Alisal Street, 2nd Floor

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.

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;

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- (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 or
- (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:	For the District:		
Robert K. Murdoch Director, Public Works	Richard A. Stedman Air Pollution Control Officer (APCO)		
Date:	Date:		

November	19.	2012
TAGACTITOCT	エノゥ	***

Grantee Initials:

Grant Acceptance Agreement No. 13-03

ATTACHMENT 1 - PROJECT DESCRIPTION, BUDGET AND

SCHEDULE FY 2012-13 AB2766 Motor Vehicle Emissions Reduction Program

Project: 13-03: Two- year Bicycle Count Program Grantee: County of Monterey Public Works

Project Narrative:

The County of Monterey Department of Public Works (County) requests grant funds from the Monterey Unified Air Pollution Control District's AB2766 Motor Vehicle Emission Reduction Grant Program to conduct a two-year bicycle count program on County bicycle facilities located in unincorporated areas of the County. The total program cost is \$37,067. The County requests \$34,487 in AB2766 funds, which includes 5 percent (\$1,642) for the Grant Administration and Reporting component of the project. The balance of \$2,580 will be funded by the County.

SCOPE OF WORK

a. Detailed Task Description:

One of the challenges facing the bicycle mode of travel is the lack of documentation on the amount of people bicycling and the demand. Without accurate and consistent data, it is difficult to measure the positive benefits of bicycling investments, especially when compared to other types of transportation modes such as the automobile. The intent is to create and maintain a database of bicycle traffic counts that will be useful for analyzing existing conditions and forecasting future use of new infrastructure. Such a database complements the motor vehicle traffic counts that are currently available, and will be useful for many types of projects and studies. The County's proposed two-year bicycle count program focuses on existing bikeways and several proposed bikeways along regional roadways that are currently under design and funding has been secured for construction. The County will conduct bicycle counts (See attached count location maps) at the following twenty-six locations:

Gran	too	In	itia	le
TIA	LUU	111	7115	13:

COUNT LOCATIONS NORTH COUNTY COUNT LOCATIONS San Miguel Canyon Road at Prunedale North Road San Miguel Canyon Road at Hall Road Hall Road at Salinas Road Castroville Boulevard at Collins Road Castroville Boulevard at North County High School Castroville Boulevard at Elkhorn Road Elkhorn Road at Empire Road Elkhorn Road at Elkhorn Slough Entrance Merritt Street at Pajaro Street Merritt Street at Haro Street Dolan Road at State Highway 1 GENTRAL UNICORPORATED COUNT LOCATIONS Davis Road at Rossi Street Davis Road Blanco Road Blanco Road at Research Drive Spreckeles Boulevard at Harkins Road Del Monte at Marina City Limits Portola Drive at Reservation Road Portola Drive at Toro Park Entrance Portola Drive at Torero Drive CARMEL VALLEY COUNT LOCATIONS Carmel Valley Road at Loma Del Rey Road Carmel Valley Road at Valley Greens Drive Carmel Valley Road at Carmel Rancho Boulevard Valley Green Drive at Rancho San Carlos Road Palo Corona Regional Park Entrance SOUTH MONTEREY COUNTY COUNT LOCATIONS King City Bicycle Path and Bridge at San Lorenzo Park King City Bicycle Path and Bridge at Joion Road

The bicycle facilities provide regional bicycle networks in North, Central, and Carmel Valley and South Monterey County. In North Monterey County, the bikeways provide connectivity between the communities of Prunedale, Elkhorn, Castroville, Las Lomas and Pajaro. In Central Monterey County, the bikeways provide connectivity between the communities of Spreckels and Toro and Cities of Salinas and Marina. In Carmel Valley, the bikeways provide connectivity between the communities along Carmel Valley Road and the Monterey Peninsula. In South Monterey County, the bikeways provide connectivity between the community of Pine Canyon and the City of King. The bikeways provide access to a variety of area shopping centers, schools (high schools, community college, and the university) libraries, post offices, banks, churches, office parks and recreational locations. The following Table provides detailed information.

Grantee Initials:	
	l i

ELIGIBLE ACTIVITY CENTERS

BICYCLE FACILITY	MILE	WITHIN 1/2 MILE
NORTHCOUNTAGE	IKEWAYS.	计工制模型
San Miguel Canyon Road		化的安静等的点
Library	1	0
Shopping Center	1	0
Office Park	1	0
Bank	Ī	0
Hall Road	All markets	
Shopping Center	1	0
Castroville Boulevard	建设建建设置以	
North County High School	1	0
State Highway 1/Moss Landing Road		
Office Park	1	0
Post Office	0	1
Shopping Center	i	0
Office Park	1	0
Library	0	1
Church	0	1
CENTRAL COUNTY		
Davis Road	THE STATE OF THE	Control of the second
Office Park	1	0
College	 	0
Blanco Road		
High Schools	0	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
University	 0	1
Harkins Road		***************************************
	ages was a self-real life.	0
Office Park Spreckels Boulevard	A Saning State (San San San San San San San San San San	
Post Office	1 1	0
Church	1	0
	1	0
Recreational (Toro Park) Portola Drive		
	530 444, 550 CP0,49	0
Office Park	1 1	0
Shopping Center	(And Market Less Angels	V ASSESSED DE PARTIE
CARMEL VAL	CIDA YOUR BEAT OF SHEET	(1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
Carmel Valley Road/Valley Greens	1	7~2.25% ^
High School	ļ <u>ļ</u>	0
Shopping Center	1 1	0
Bank	1 1	0
Office Park	1	0
Recreational (Palo Corona Regional		
Park)	1	0
SOUTHEOUN	IY	
San Antonio Drive/Broadway Street	學是被學行為的	
Recreational (San Lorenzo		
Recreational Area Campgrounds)	1	0
TOTAL	23	5

Grantee Initials:

In addition, Monterey-Salinas Transit (MST) also provides several bus stops along the bikeways. All of the buses are equipped with bicycle racks allowing bicyclists to utilize the transit system to travel to and from the cities of Salinas, Marina, Monterey, Carmel, and Watsonville.

b. Roles and Responsibilities:

County Staff assigned to this project consists of a Management Analyst (MA) II, a MA III, a Traffic Engineer, Engineering Technician, and an Engineering Aide III.

An Engineering Aide II and Technician will conduct the bicycle counts. The counts will be taken in the fall, spring or summer on a Tuesday, Wednesday or Thursday during non-holiday weeks. The counts will be conducted during two-hour peak periods in the morning (7 AM to 9 AM) and in the evening (4 PM to 6 PM) or 2 PM to 4 PM to capture bicycle and pedestrian activities associated with schools. Other factors that will be taken into consideration include weather conditions, traffic/transit conditions, events, and construction/detours. The Traffic Engineer will provide quality control and oversight of these tasks.

The Management Analyst II will compile and prepare a Two-Year Bicycle Count Report. The Report will provide a narrative of the data collected and will include tables, charts and maps. The MA III will provide quality control and oversight of the final Report.

TASK DELIVERABLES

Task 1 - Planning & Programming for Data Collection & Data Entry

Traffic Engineer will be responsible for overseeing the Engineering Aide II and Technician for the count locations. The Traffic Engineer will be required to conduct the following tasks:

- > Prepare a count schedule
- > Perform preliminary site inspections at each location to observe intersection operations
- > Record the intersection profiles
- > Determine the number of staff required to conduct the counts at each location
- > Determine the preferred count location (where staff will be stationed)
- > Develop the count schedule
- > Provide the necessary count recording forms and equipment
- > Check the weather, traffic and event conditions each day
- > Ensure that the counts are conducted correctly
- > Answer questions and solve problems throughout the day

Task 2 - Data Collection & Entry

Engineering Aide II and Technician will be responsible for conducting the bicyclist and pedestrian counts at each location. They will perform the following tasks:

- > Count the number of bicyclists and/or pedestrians at each intersection approach
- > Record counts onto the appropriate forms
- > Observe general operations to check if any local incidents or change in conditions occur that may affect bicycle and pedestrian activity
- > Input data collected into database or excel spreadsheet for analysis and reference

Grance initials	Grantee	Initials:
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Toek 3 _ Planning &	Programming for	the Two-Year	Bicycle County Report	

The MA III will be responsible for assisting in the preparation of the Two-Year Bicycle Count Report.

The MA III will perform the following tasks:

- > Prepare an outline for the Report
- > Determine the format of the Report
- > Analyze the data collected
- > Provide direction and oversight to the MA II in the preparation of the Report
- > Answer questions

Task 4 - Two-Year Bicycle County Report Preparation

The MA II will be responsible for preparing the Two-Year Bicycle Count Report. The MA II will perform the following tasks:

- > Compile, analyze, and summarize the data collected into a narrative format
- > Prepare charts, tables, spreadsheets, and maps

Task 5 - Grant Administration and Reporting

The MA II and MA III will be responsible for performing the following task:

> Grant Administration and Reporting

Project Budget:

PROJECT COST AND BUDGET

SCOPE OF WORK Hourly Rate	Management Analyst III \$99		Menagement Analyst il \$91		Traffic Engineer \$165		Engineering Technician \$66		Engineering Alde III \$59		Total Staff Cost/Labor	Equipment Rate \$0,41	Total
Task I - Pianning & Programming for Data Collection & Data Entry	Hours.	Staff Cost	Hours	Staff Cost	Hours	Staff Cost	Hours	Staff Cost	Hours	Staff Cost			
Tmffic Engineer	0	\$.	0	\$ -	75	\$ 12,375	0	\$ <u>-</u>		\$ -	\$ 12,375	\$ 318	\$ 12,693
Sub Total	0	\$.		ş .	75	\$ 12,375	0	\$ -	0	\$ -	\$ 12,375	\$ 318	\$ 12,693
Task 2—Data Collection & Entry	Hours	Staff Cost	Hours	Staff Cost	Hours	Staff Cost	Hours	Staff Cost	Hours	Staff Cost			634 A
Engineering Technician/Engineering Aide III	0	\$.	0	\$ -	0	\$.	234	\$ 15,346	234	\$ 13,886	\$ 13,886	\$ 636	\$ 14,522
Sub Total	0	\$.	D	\$ -	D	\$ -	234	\$ 15,346	234	\$ 13,886	\$ 13,886	\$ 636	\$ 14,522
Task 3 - Planning & Programming for the Two-Year Bicycle County Report	Hours	Stalf Cost	Hours	Staff Cost	Hours	Staff Cost	Hours	Staff Cost	Hours	Staff Cost			
Management Analyst III	20	\$ 1,971	0	\$ -	0	\$.	0	\$ -	0	ţ .	\$ 1,971	\$ -	\$ 1,971
Sub Total	20	\$ 1,971	0	\$ -	0	\$ -	0	\$.	0	\$.	\$ 1,971	\$ -	\$ 1,971
Taik 4- Two-Year Beycle County Report Preparation	Hours	Staff Cost	Hours	Staff Cost	Hours	Staff Cost	Hours	Staff Cost	Hours	Staff Cost			和歌 数畫
Management Analyst fi	0	\$ -	40	\$ 3,658	0	\$ -	0	\$.	0	\$ -	\$ 3,65B	\$ -	\$ 3,658
Sub Total	0	\$	\$ 40	\$ 3,658	0	\$ -	0	\$ -	0	\$ -	\$ 3,658	\$.	\$ 3,658
Task 52 Grant Administration and Reporting	Hours	Staff Cost	64.5	62.035	(3) (1) (1) (1)	Stelf Cost	Hours	Staff Cost	Hours	Staff Cost			
Management Analyst II/Management Annlyst III	15	\$ 1,479	30	\$ 2,744	0	\$.	0	\$.	0	\$ -	\$ 4,222	\$ -	\$ 4,222
Sub Total	15	\$ 1,479	30	\$ 2,744	0	\$ -	0	\$ -	0	\$ -	\$ 4,222	\$.	\$ 4,222
TOTAL SECUL CASE ADMINISTRA A SECULAR SECULAR SECULAR ASSESSMENTAL	35	\$ 3,450		\$ 6,402	> 75	\$ 12,375	234	\$. 15,346	. 234	\$ 13,885	\$ 36,113	\$-#` :: 954	\$ 37,067

AB2766 Grant Request County Funded \$34,487

Total

\$37,067

Project Schedule:

PROJECT SCHEDULE

County of Monterey Board of Supervisor's Acceptance of Grant Agreement	December 2012				
"Yoar I	January 2013 - December 2013				
Task 1 - Planning & Programming for Data Collection & Data Entry	26 Days				
Task 2 - Data Collection & Entry	26 Days				
Task 5 - Grant Administration and Reporting	5 Days				
Year 2	January 2014 - December 2014				
Task 1 - Planning & Programming for Data Collection & Data Entry	26 Days				
Task 2 - Data Collection & Entry	26 Days				
Task 3 - Planning & Programming for the Two-Year Bicycle Count Report	2.5 Days				
Task 4 - Two-Year Bicycle County Report Preparation	5 Days				
Task 5 - Grant Administration and Reporting	5 Days				

^{*}A count schedule will be prepared based on time of year, weather conditions, available staff, and traffic & events that could effect the data collection process.

Contacts:

Primary Contact Name: Patricia Lopez, Management Analyst III
Mail address: County of Monterey, Department of Public Works

168 West Alisal Street, 2nd Floor

Salinas, CA 93901

Telephone: 831.755.8998 Fax:

E-Mail: lopezp@co.monterey.ca.us

Reimbursement Contact Name (If different):

Mail address:

Telephone: Fax: E-Mail:

Implementing Entity Name (If different from Primary Contact):

Mail address:

Telephone: Fax: E-Mail

This concludes Attachment 1

ATTACHMENT 2: SPECIAL GRANT CONDITIONS FY 2012-13 AB2766 Motor Vehicle Emissions Reduction Program

Project: 13-03: Two- year Bicycle Count Program Grantee: County of Monterey Public Works

The special conditions in this Attachment take precedence over any conflicting terms and conditions elsewhere in this Agreement and are listed below:

- 1. Grantee shall also include in the applicable quarterly report (see Attachment 4):
 - Bicycle/pedestrian count schedule
 - Intersection site inspection observations and profiles
 - The required number of staff to conduct counts
 - A copy of the count recording forms used
- 2. Bicycle and pedestrian count data shall be in a format that can be readily included into the AMBAG Regional Travel Demand Model.
- 3. Grantee shall identify and acknowledge the District as the source of grant funding in all literature, press releases or media events regarding the project.

This concludes Attachment 2

List of conflicts disclosed:

ATTACHMENT 3 - CONFLICT OF INTEREST CERTIFICATION

Project: 13-03: Two- year Bicycle Count Program Grantee: County of Monterey Public Works

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.

FY 2012-13 AB2766 Motor Vehicle Emissions Reduction Program

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.

Chamber Dain singl. Director on Freezestives	Basis of conflict
Grantee Principal, Director, or Executive:	
Lou Calcagno	. Board of Supervisors .
Jane Parker	. Board of Supervisors.
Simon Salinas	. Board of Supervisors.
	<u> </u>
For the Grantee	
Signature	·
Printed Name	•
Data	

This concludes Attachment 3

FY 2012-2013 AB2766 GRANT AGREEMENT

ATTACHMENT 4: INSTRUCTIONS

GRANT AGREEMENTS, REIMBURSEMENT REQUESTS AND REPORTS

A. Instructions for completing and executing the GRANT ACCEPTANCE AGREEMENT:

GENERAL INSTRUCTIONS. You must sign, initial (initial the upper right corner of each page) and return the single-sided original Grant Agreement to the District. The grant agreement must be returned by mail or delivered to Alan Romero at the District, no later than 4 PM on:

January 1, 2013

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

GRANT AGREEMENT, *Page 4*: An authorized representative of Grantee signs and dates this page. 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: If you need to make a substantial change in scope or application of funds, reduce total cost, or any other substantial change from the grant application (including non-acceptance of the grant), contact District staff immediately: Alan Romero at (831) 647-9418 x241, aromero@mbuaped.org.
- PROJECT NARRATIVE: The grant agreement contains the project description based on your application submittal. 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.
- PROJECT BUDGET The grant agreement contains the project budget based on your application submittal. The budget amount for this grant cannot be increased. Any proposed budget reduction or reallocation must first be approved by District staff.
- **PROJECT SCHEDULE** The grant agreement contains the project schedule based on your application submittal. You must submit quarterly reports indicating performance to the project schedule as well as project expenditures and any other pertinent data (see Section C below for details) regardless of whether or not reimbursement is being requested at that time.

FY 2012-2013 AB2766 GRANT AGREEMENT

ATTACHMENT 4: INSTRUCTIONS

GRANT AGREEMENTS, REIMBURSEMENT REQUESTS AND REPORTS

ATTACHMENT 2:

• SPECIAL GRANT CONDITIONS: District staff prepared these conditions based on the grant application submitted and any other requirements deemed appropriate by the District. If any condition is not acceptable, contact District staff immediately.

ATTACHMENT 3:

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

B. Instructions for REIMBURSEMENT REQUESTS

- 1. INCLUDE A COVER LETTER: The cover letter shall identify the *Grant Number*, *Project Title* and the *amount requested*. The grant number (13-xx) 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. ELIGIBLE 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, Requests submitted must be original, in cover letter style and signed.
- 4. **SUBMIT SUPPORTING DOCUMENTATION.** Attach documentation to the request. Attached expense documentation need not be original, but must be hardcopy prints. It should include, but is not limited to:
 - a. vendor invoices, receipts, purchase orders,
 - b. spreadsheets or other computer reports from project tracking software,
 - c. listing 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.

- 5. FINAL REPORTS: The final 10% of requested reimbursements will be retained until your Final Report is received and found adequate by District staff.
- 6. 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 2012-2013 AB2766 GRANT AGREEMENT ATTACHMENT 4: INSTRUCTIONS

GRANT AGREEMENTS, REIMBURSEMENT REQUESTS AND REPORTS

C. Instructions for QUARTERLY and FINAL REPORTS

- 1. **QUARTERLY REPORTS:** Quarterly reports are due regardless of whether or not reimbursement is being requested at that time. Failure to submit a quarterly report will result in the delay of invoice processing and payment and should include as a *minimum*:
 - a. Activities implemented or completed as defined by the project schedule (please refer to implemented or completed activity by the appropriate task numbers in your submitted milestone chart),
 - b. Any monitoring data as specified Attachment 2: Special Conditions of the grant agreement,
 - c. All activity costs for the respective reporting period,
 - d. Any delays in meeting schedules and the recovery plan for any schedule slip,
 - e. Any progress toward obtaining emission reductions
 - f. Any other pertinent information on project status.
- 2. **FINAL REPORTS:** Failure to submit a final report will result in the delay of final reimbursement. The final report shall include as a *minimum*:
 - 1. Cover/Title Page Grantee, grant number (13-xx), and title of Project.
 - 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.
 - 3. Table of Contents Page numbers of sections, tables and figures (if any).
 - 4. **Project Implementation and Monitoring** Describe the project's process of implementation: the who, what, when and how of project execution during the reporting period as defined by the activities in the *Project Schedule* submitted with your application. Report *all* monitoring data required in 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.
 - 5. Project Evaluation Report the total cost of the project, and list all funds expended, including this grant. Discuss any problems meeting budget or schedule, achieving emission reductions or otherwise implementing the project. Summarize and discuss monitoring data, and overall accomplishments with respect to direct emission reduction or otherwise.

End of Attachment 4 and Grant Agreement.