



January 28, 2010

Dear Prospective Applicant:

Enclosed is the 2010/2011 Clean Air Funds application package. The purpose of the Clean Air Funds Program is to provide financial incentives for reducing emissions from mobile sources of air pollution. Please read the application package carefully.

The deadline for submittal of all applications to the District is 4:00 p.m. Friday, March 26, 2010. Postmarks/late applications or applications submitted via fax will not be accepted.

The District will consider applications in all qualifying categories. We are especially interested in allocating funds to projects that will achieve emission reductions that can be credited towards the State Implementation Plan (SIP) for ozone and/or that reduce toxic particulate emissions. This includes, but is not limited to, projects that reduce emissions from on-road heavy duty trucks, transit buses, refuse trucks and off-road construction, grounds maintenance and agricultural equipment. Applications for heavy duty hybrid vehicles, NO_x reductions or early compliance for Best Available Control Technology (BACT) for particulate matter (PM) or Nitrogen Oxides (NO_x) for vehicles subject to the Air Resources Board's Fleet Rule for Public Agencies and Utilities will also be considered. See Attachment B for more information on the evaluation of these types of projects.

Applications should identify sufficient resources to accomplish the project. Incomplete applications, applications that are speculative in nature and/or contingent upon the availability of unknown resources will not be considered for funding.

Included in the enclosed application packet is a list of staff contacts, other potential funding sources, important dates and procedures, and further details concerning the program process. We look forward to working with you.

Sincerely,

Matthew Jones

Supervising Air Quality Planner

Enclosures: Application Package

***Yolo-Solano Air Quality
Management District***

1947 Galileo Court, Suite 108

Davis, CA 95618

(530) 757-3650

www.ysaqmd.org

CLEAN AIR FUNDS



***Instructions and Application Package
Fiscal Year***

2010/2011

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Staff Contacts and Program Responsibility:

Jim Antone
(530)757-3653
jantone@ysaqmd.org
Clean Technologies/Low Emission Vehicles/
Alternative Transportation, Transit Services,
Application Procedures

Kathy Coulter
(530)757-3657
kcoulter@ysaqmd.org
Public Education/Information

Kay Mahorney
(530)757-3669
kmahorney@ysaqmd.org
Grant Processing and Tracking

Important Dates:

March 26, 2010: Deadline for submitting Clean Air Funds applications.

June 9, 2010: District Board of Directors approves funding for projects.

How to Submit Your Clean Air Fund Application(s):

The deadline to submit the Clean Air Funds (CAF) application for FY 2010/2011 to the District is March 26, 2010 by 4:00 p.m. (Postmarks and facsimiles will not be accepted). Submit eleven (11) copies of each application to:

Kay Mahorney, Clerk of the Board
Yolo-Solano Air Quality Management District
1947 Galileo Court, Suite 103
Davis, CA 95618

Important Application Details:

- Required Application Information:** Applicants must submit an application that includes the Required Application Information on pages 9-14 for each project. Duplicate application forms as necessary. The application form can be found at the end of this packet.
- Emission Reduction and Cost-Effectiveness Calculations:** Applications must include emission reduction and cost-effectiveness calculations for all projects in the Clean Technologies/Low Emission Vehicles, Transit Services, Alternative Transportation and Public Education/Information Categories. See page 9 and Attachment B for more information.
- This application packet is also available on the District's web site: www.ysaqmd.org.
- Submit eleven (11) copies of each project application. Applications must be three-hole punched on left side. No staples or binders.
- Electric Vehicles and Charging Stations:** Only electric vehicle charging stations that are vehicle or fleet dedicated will be considered for funding. Applications for remote/opportunity charging stations will not be considered. The District will consider applications for funding to assist in the purchase or lease of neighborhood/low speed electric vehicles, plug in hybrids or other low or zero emission vehicles.
- For all approved projects in the Public Education and Information category: All public education and information materials (video, print, electronic, etc.) must be approved by the District prior to distribution.

CLEAN AIR FUNDS PROGRAM OVERVIEW

What type of funding is available?

Money for the Clean Air Funds comes from two sources:

- A \$4.00 surcharge fee on vehicles registered within the District's jurisdiction. The surcharge revenues are to be used solely to reduce air pollution from motor vehicles in accordance with the California Clean Air Act and Assembly Bill 2766.
- The County of Solano receives AB 8 property tax proceeds that have been designated for the reduction of air pollution from motor vehicles. These tax proceeds are collected from the northeast portion of Solano County (Dixon, Rio Vista and Vacaville areas), which lies within the District. AB 8 money can only be used to fund projects in this area.

What types of projects are eligible?

All projects must fit into one of the eligible categories. A more detailed list of qualifying project types within the categories can be found in the section of this application entitled *What are the Clean Air funds project categories?* (see page 5 of application package). The project categories are as follows:

1. Clean Technologies/Low Emission Vehicles
2. Alternative Transportation Programs
3. Transit Services
4. Public Education/Information

The District will consider applications in all qualifying categories. We are especially interested in allocating funds to projects that will achieve emission reductions that can be credited towards the State Implementation Plan (SIP) for ozone and/or that reduce toxic particulate emissions. This includes, but is not limited to, projects that reduce emissions from on-road heavy duty trucks, transit buses, refuse trucks and off-road construction, grounds maintenance and agricultural equipment. Applications for heavy duty hybrid vehicles, or early compliance with Best Available Control Technology (BACT) for particulate matter (PM) or Nitrogen Oxides (NOx) for vehicles subject to the Air Resources Board's Fleet Rule for Public Agencies and Utilities will also be considered. See Attachment B for more information on the evaluation of these types of projects.

Below are examples of projects funded during FY 2008/09-2009/10 by the District that meet these goals:

Solano County Department of Resource Management – Replace Two 1991-92 Graders with 2009 Models (\$160,974) - FY 09/10

City of Dixon – Retrofit Storm Drain Cleaning Vehicle with Particulate Filter (\$15,000) - FY 09/10

Devine Intermodal – Replace 1996 Yard Truck with 2007 Model (\$30,000) - FY 09/10

City of Woodland - Replace 1992 Dump Truck with 2010 Model (\$45,000) - FY 09/10

Solano County – PM Retrofit of Heavy Duty Fleet Truck (\$8,000) – FY 08/09

UC Davis Fleet Services - Electric Trucks to Replace Gasoline Carts (\$36,100) – FY 08/09

Yolo County Public Works - Replace 1993 Paint Truck with New Lower Emission Truck (\$80,000) – FY 08/09

For more information on qualifying projects, call Jim Antone at (530) 757-3653 or email at jantone@ysaqmd.org.

Who can apply?

Public or private agencies, groups or individuals can apply for Clean Air Funds. If a recipient of Clean Air Funds from prior years has not submitted their Award Acknowledgement Forms, Estimated Emission Reduction and Cost Effectiveness Calculations and/or Final Reports, this may influence staff's recommended funding level for fiscal year 2010/2011.

What is the process schedule and deadlines for funding projects?

Dates	Schedule
Late January, 2010	Applications distributed to applicants, available by hard copy, email, or District web site.
March 26, 2010 4:00 p.m.	Deadline to submit applications for FY 2010/2011 funding cycle to the District office. Late applications/postmarks and/or applications submitted via fax will not be accepted.
Late April/ mid May, 2010	Staff meets with and makes funding recommendations to Yolo and STA Clean Air Funds Committees. Project applicants are encouraged to attend the appropriate Committee meeting and make a short presentation regarding their project(s). Committee recommendations are forwarded to Y-S AQMD Board of Directors
June 9, 2010	Y-S AQMD Board of Directors meet to approve funding allocations for projects.
June 18, 2010	District staff mails Award Letter or Denial Letter to Applicants.
July 31, 2010	Deadline for submittal of "Award Acknowledgment" form (used for scheduling funding dates).
June 30, 2011	Deadline for recipients of funds awarded for the FY 2010/2011 program to claim and encumber the funds if contract has not been issued. For purposes of this program, "encumber" means to have issued purchase orders or entered into contracts to procure products or services.

How much funding is available?

District Regional Clean Air Funds (AB 2766) – The District estimates that **\$250,000** will be available for distribution through the District Regional Clean Air Fund. It is the intent of this process to distribute funds on a 60/40 split between Yolo and Solano County projects (60% to Yolo County and 40% to Solano County). This distribution reflects the percentage of total revenues each county contributes in motor vehicles surcharge fees.

Solano Clean Air Funds (AB 8) – The District estimates that **\$160,000** will be available in AB 8 funds.

Under the current revenue estimate, **\$260,000** will be available for Solano County projects and **\$150,000** will be available for Yolo County projects. Availability of funding is subject to the District’s receipt of DMV surcharge fees and AB 8 revenues.

Where can I get more information?

Questions about the District’s grant processing and tracking for Clean Air Funds should be directed to:

Kay Mahorney

Clerk of the Board

Phone: (530) 757-3669

email: kmahorney@ysaqmd.org

Specific technical questions may be addressed to the staff persons listed below as the lead contact for your project type:

Project Type	Staff Person
Clean Technologies/Low Emission Vehicles	Jim Antone (530) 757-3653
Alternative Transportation Programs	e-mail: jantone@ysaqmd.org
Transit Services	
Public Education/Information	Kathy Coulter (530) 757-3657 e-mail: kcoulter@ysaqmd.org

What are the Clean Air Funds project categories?

Projects requesting Clean Air Funds will be considered in the categories listed below:

I. CLEAN TECHNOLOGIES/ LOW EMISSION VEHICLES

- A. Refueling Stations (CNG/LNG/Propane/Alternative Diesel Fuel, Hydrogen, Electric)
- B. Heavy Duty Hybrid or Idle Reduction Technologies
- C. Low/Zero Emission Vehicles/Retrofit Technologies/Repower/Replacement
- D. Local Match for New Lower Emission Transit Buses

II. ALTERNATIVE TRANSPORTATION PROGRAMS

- A. Rideshare Programs
- B. Shuttle Service (Employer/Institution Based)
- C. Telecommuting (No Telecommute Centers)
- D. Park and Ride Lots
- E. Bicycle/Pedestrian Facilities
- F. Multi-Modal Centers

III. TRANSIT SERVICES

- A. Establish New or Expanded Transit/Shuttle/Vanpool Services, Connections
- B. Related Promotional Activities

IV. PUBLIC EDUCATION/INFORMATION

- A. Public Information Program/Marketing
- B. Educational Workshops/Seminars
- C. School Curriculum

TOTAL ESTIMATED FUNDING:

DISTRICT REGIONAL CLEAN AIR FUNDS (AB 2766)	\$250,000 (approx.)
SOLANO CLEAN AIR FUNDS (AB 8)	\$160,000 (approx.)

All project applications will be evaluated on a competitive basis for the total amount of funds available.

What are the criteria for selecting projects?

District staff anticipates that available funding will not be sufficient to fund all applications received. Each application should identify sufficient resources to accomplish the project. Incomplete applications, applications that are speculative in nature and/or contingent upon the availability of unknown resources will not be considered for funding. The criteria by which qualifying projects will be evaluated are described below:

❑ Project Merit

Projects will be judged on their estimated effectiveness, results and efficient use of resources. The District will fund only projects that have a high likelihood of achieving the stated objectives and results. Additionally, projects will be judged on the potential for broad application of the project to other jurisdictions, agencies, and businesses.

❑ Matching Funds

Matching funds are any additional funds, regardless of source, which together with Clean Air Funds are sufficient to accomplish the project. Reasonable and necessary in-kind services can be identified as matching funds. Although matching funds are not a requirement, the District strongly encourages applicants to procure matching funds since they will enhance a project's competitiveness, especially for larger projects.

The District will allow the recipient one year to obtain all necessary funds to complete the project. The recipient must notify the District in writing that it has obtained the necessary funding commitment from all funding sources prior to the District's release of funds to the recipient.

❑ Regional Benefit

The Yolo-Solano Air Quality Management District has jurisdiction over all of Yolo County and the northeast portion of Solano County from Vacaville on the west to Rio Vista on the south. Projects that expand or otherwise enhance programs in the adjacent air quality management districts and joint regional projects are encouraged. Projects that have a local benefit will be considered as well, such as those that reduce particulate emissions.

❑ Reduces Vehicle Miles Traveled (VMT) or Use of Clean Technologies/Emission Reductions and Cost Effectiveness

Projects will be assessed on the use of cleaner technologies or a reduction in vehicle miles traveled (VMT) under this criterion. VMT can be reduced by projects that support shifts in mode of travel (e.g., mode shift from single occupant vehicle to transit, bicycle, pedestrian, ridesharing or home-based telecommuting). Cleaner technologies include lower emission, hybrid, alternative fuel/electric vehicles, repowers and retrofit technologies.

Cost-effectiveness is one criterion that will help District staff to rank projects by estimating how much emission reduction benefit a project provides per grant dollars spent. See Attachment B for additional information on calculating cost-effectiveness.

Applicant History:

Applicants that have completed past projects on schedule and have submitted required documentation in a timely manner may be given priority for funding.

What is the selection process?

District staff will review the applications and forward a recommendation to the appropriate Clean Air Funds Committee:

The Solano Transportation Authority Clean Air Funds Committee (STA CAF Committee) will review and make recommendations for those project applications that are located in or will directly benefit the eastern portion of Solano County (Dixon, Rio Vista, Vacaville and/or unincorporated eastern Solano County). STA staff provides primary staff support and recommendations to the STA CAF Committee along with input from District staff.

The Yolo Clean Air Funds Committee (Yolo CAF Committee) will review and make recommendations primarily for those applications that are located in or will directly benefit the cities of Woodland, Davis, Winters, West Sacramento and/or unincorporated Yolo County. District staff provides primary support and recommendations to the Yolo CAF Committee.

Project applicants are encouraged to attend the appropriate committee meeting and make a short presentation regarding their project(s). All applicants will be notified once these meeting dates have been scheduled. CAF Committee meetings are normally held in late April/early May.

Once the committees have met to review and make final recommendations, District staff will incorporate the recommendations of each committee into a board memo for consideration by the Yolo-Solano AQMD Board of Directors at the June 9, 2010 board meeting. The Board will determine final funding allocations at this meeting.

Where should applications be sent?

**Submit eleven (11) copies of each application to:
Kay Mahorney, Clerk of the Board
Yolo-Solano Air Quality Management District
1947 Galileo Court, Suite 103
Davis, CA 95618**

Applications must be three-hole punched on left side – no staples or binders.

How will recipients receive their funds?

The schedule for release of funds will be established based on project need. The award acknowledgement form is used to prioritize the disbursement of funds. ***It is imperative that you state on the acknowledgment form your time-line for the project. The funds, though released in their entirety to recipients, are prioritized on a quarterly basis by the District to ensure the District has the funding from the Department of Motor Vehicles and Solano County prior to releasing the CAF grant money.***

The District will allow the recipient one year to obtain all necessary funds to complete the project. The recipient must notify the District in writing that it has obtained the necessary funding commitment from all funding sources prior to the District's release of funds to the recipient. Recipients of funds must claim and encumber the funds no later than June 30, 2011. For purposes of this program, "encumber" means to have issued purchase orders or entered into contracts to procure products or services.

Will recipients be monitored or audited?

Grant recipients must enter into explicit contracts with the District, setting forth performance criteria.

A final report shall be submitted after the project has been fully implemented for one (1) year. The report is due within 90 days following the project's one year anniversary date.

The District may audit projects to comply with state regulations regarding the use of these funds. The California Health and Safety Code states:

“Local agencies imposing vehicle registration fees for air pollution programs...shall report to the state board on their use of the fees and the results of the programs funded by the fees and shall cooperate with the state board in the preparation of its report.” (California Health and Safety Code, Ch. 7, 44247)

The District shall act as auditor of all programs and projects.

REQUIRED PROJECT APPLICATION INFORMATION

Emission Reduction and Cost Effectiveness calculations are required for all applications in the Clean Technologies/Low Emission Vehicles, Transit Services, Alternative Transportation and Public Information and Education categories (except for infrastructure projects such as fueling or charging stations) See Attachment B (Emission Reduction and Cost Effectiveness Calculations) for more information.

CLEAN TECHNOLOGIES/LOW EMISSION VEHICLES/INFRASTRUCTURE

The Clean Technologies/Low Emission Vehicle category includes the following types of projects for on-road vehicles only:

- Purchase of new Original Equipment Manufacture (OEM) lower emission on-road cars, trucks and transit buses.
- Early purchase of new heavy duty vehicle (old replaced vehicle must be destroyed).
- Repowering or retrofitting existing on-road vehicles with cleaner engines or other low emission technologies.
- Alternative Fuel Infrastructure: CNG, LNG, Alternative Diesel Fuel, Electric Vehicle Charging Stations. NOTE: Only electric vehicle charging stations that are vehicle or fleet dedicated will be considered for funding. Applications for remote charging stations will not be considered.
- Electric Vehicles – Plug-In Hybrid, Fuel Cell Vehicles, Neighborhood or Low Speed Electric Vehicles: The District will consider applications to assist in the purchase or lease of neighborhood/low speed electric vehicles. A neighborhood or low speed EV has a top speed of 25 mph and is not permitted on roads with speed limits exceeding 35 mph.

1. Clean Technologies/Low Emission Vehicle Project Required Information:

- a. All new vehicles must be OEM and the vehicles (or any conversion kit) must be certified by the California Air Resources Board (CARB) to be cleaner than the standard (base) gasoline or diesel vehicle.
- b. The alternative fuel or technology must be certified/verified by the CARB to be cleaner than the standard fuel or technology used in the base vehicle.
- c. Electric vehicles must meet all state and federal standards for on-road operation.
- d. Submit copies of the manufacturer's descriptive literature that includes the engine make and series, model year, certification standard, and a photograph of the proposed vehicle.
- e. Provide an estimated project life in years/applicant commitment to keeping vehicle.
- f. Discuss the short term versus long term objectives of the proposed project.
- g. Describe any regional benefit that can be expected. How will this benefit be obtained?
- h. Provide an estimate of annual vehicle miles traveled, including any assumptions used.
- i. What is the incremental cost of the project (cost difference between the conventionally fueled vehicle and the low emission vehicle)?
- j. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, please provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

2. **Alternative Fuel Infrastructure (CNG, LNG, Propane, Alternative Diesel Fuel, etc.)**
 - a. Include a detailed description of the project, including a vicinity and site map.
 - b. State the type of fuel to be dispensed (CNG, LNG, Propane, Alternative Diesel Fuel, etc.) and the anticipated amount of fuel dispensed per year.
 - c. Document the number and type of existing vehicles that will be fueling at the facility (including gross vehicle weight).
 - d. State the number and type of future committed and potential vehicles that will/could be fueling at the facility.
 - e. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, please provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

3. **Electric Vehicle Charging Stations**
 - a. State the number and type of charging stations (inductive, conductive, other) that you are applying for.
 - b. Provide the location of each type of charging station.
 - c. State the number of committed, future and potential electric vehicles that will/could be charging at each of the stations.
 - d. The charging stations must meet the following criteria:
 - 1) Be listed by Underwriters Laboratories or other nationally recognized third party testing facility for electric vehicle charging.
 - 2) Meet the code requirements in effect for electric vehicle charging specified in California's State Building Code (Title 24, California Electrical Code, Article 625) and applicable sections of the California Building Code.
 - 3) Be installed by a contractor that has a license to perform electrical contracting work in California and be authorized to perform charging equipment installations by the Contractor.
 - e. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, please provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

ALTERNATIVE TRANSPORTATION PROGRAM

Applications must include detailed project descriptions and the following information:

1. **Bicycle/Pedestrian Facilities**
 - a. Provide a detailed project description including vicinity and detailed project map, major origins and destinations to be served by the project, and any existing and proposed bicycle/pedestrian routes affecting the proposed project if applicable.
 - b. State short term versus long term goals and objectives of the proposed project.
 - c. Estimate type and number of users of proposed facility (commuter vs. recreational).
 - d. Does the project implement or is it consistent with an approved bikeway/ transportation/ air quality plan?

- e. Provide an itemized list of equipment, materials and services to be purchased and the proportion of the cost of each item to be funded by the District.
- f. Provide an estimated project construction schedule and completion dates.
- g. Provide the estimated project life.
- h. Describe any regional benefit that can be expected. How will this benefit be obtained?
- i. Provide an estimate of the VMT reductions expected, including any assumptions used.
- j. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, please provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

2. Park and Ride Lots/Multi Modal Centers

- a. Provide a detailed project description including a vicinity and detailed project (site) map.
- b. Provide number of proposed parking spaces.
- c. Will the facility support car pools, transit, van pools, rail, etc?
- d. What is the anticipated average number of riders per day (one way) of each of the modes proposed to serve the facility?
- e. Are bicycle and pedestrian facilities proposed to be included in the project?
- f. What are the major destinations and trip length one way of the users of the facility?
- g. Does the project implement or it is consistent with the local land use plan?
- h. What will be the average trip length to the facility?
- i. Provide an itemized list of equipment, materials and services list to be purchased and the proportion of the cost of each item to be funded by the District.
- j. Provide an estimated project construction schedule and completion dates.
- k. Describe any regional benefit that can be expected. How will this benefit be obtained?
- l. Provide an estimate of the Vehicle Miles Traveled (VMT) reductions expected, including any assumptions used.
- m. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

3. TMA or Employer Based Rideshare Incentive Program

- a. Provide short term versus long term goals and objectives of the proposed project.
- b. Explain how the program will encourage alternative commute modes.
- c. Explain the type of mode shift that is encouraged and why.
- d. Estimate the number of employers/employees to be served by the program.
- e. Does the program have an evaluation or monitoring element to determine participation or effectiveness of the program over time? If so, please explain.
- f. Describe in detail any physical changes/additions to existing or new facilities and related equipment proposed to implement the project.
- g. Provide an itemized list of equipment, materials or services to be purchased and the proportion of the cost of each item to be funded by the District.
- h. Provide the estimated project life.
- i. Provide an estimate of the VMT reductions expected, including any assumptions used.
- j. Describe any regional benefit that is expected. How will this benefit be obtained?

- k. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

4. Employer Based Telecommute Programs

(Please note that it is the District Board’s policy not to fund telecommute centers)

- a. State the type of business, location, whether it is public or private, and the total number of employees at the proposed location.
- b. Is there an established telecommute program at this location? If yes, what is the total number of telecommuters?
- c. Has your company completed a telecommute assessment? If so, what were the results? How many employees do you propose to include in the program and what is the one-way commute distance for each of the participating employees?
- d. How many days per week would each of the employees telecommute?
- e. Will the program have an evaluation or monitoring element to determine participation or effectiveness of the program over time? If so, please explain.
- f. Provide an itemized list of equipment, materials or services to be purchased and the proportion of the cost of each item to be funded by the District.
- g. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

5. Develop/Update/Revise Planning Document for Air Quality

- a. Provide a detailed project description including a list of all consultants involved in the project.
- b. State short term versus long term goals and objectives of the proposed project.
- c. Provide estimated project schedule and completion dates.
- d. Provide an itemized list of equipment, materials and services and the proportion of the cost for each item to be funded by the District.
- e. Provide the estimated project life.
- f. Describe any regional benefit that is expected. How will this benefit be obtained?
- g. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

TRANSIT SERVICES

Applications must include detailed project descriptions and the following information:

1. Establish New or Expand Existing Transit Services/Programs or Related Promotional Activities:

- a. Provide the proposed number of buses and passenger capacity.
- b. Estimate the number of passengers per trip/daily ridership.

- c. What is the fuel type? (CNG, diesel, other)
- d. Submit copies of the manufacturer's descriptive literature that includes the engine make and series, certification standard, and photograph of the proposed vehicle.
- e. Provide a map of the proposed route.
- f. Provide a route schedule.
- g. Show connections to other bus systems.
- h. State the gross vehicle weight.
- i. Provide the daily VMT per bus.
- j. Provide the estimated project life.
- k. State short term versus long term goals and objectives of the proposed project.
- l. Provide an estimate of the VMT reductions expected, including any assumptions used.
- m. Describe any regional benefit that can be expected? How will this benefit be obtained?
- n. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

2. Vanpool/Shuttles (Public and Employer/Institutional Based)

- a. Provide the vehicle capacity.
- b. Provide number of van pools/shuttles and daily ridership.
- c. Provide the proposed route schedule.
- d. Provide a map of the route.
- e. State the fuel type (CNG, gasoline, diesel, other)
- f. Estimate the daily VMT per van/shuttle.
- g. Submit copies of the manufacturer's descriptive literature that includes the engine make and series, certification standard, and photograph of the proposed vehicle.
- h. Provide the estimated project life.
- i. State short term versus long term goals and objectives of the proposed project.
- j. Provide an estimate of the VMT reductions expected, including any assumptions used.
- k. Describe any regional benefit that is expected. How will this benefit be obtained?
- l. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, provide a detailed status report on the previously funded project. Were the stated objectives achieved or not? Was a final performance report for a previously funded District project completed?

PUBLIC EDUCATION/INFORMATION

Applications must include detailed project descriptions and the following information:

- a. Describe the message to be delivered.
- b. Indicate target audience and estimated number of individuals to be served or targeted by the program.
- c. Describe method of delivery and frequency. List any partnerships and the role they have in the project (media, businesses, etc).
- d. All public education and information materials must be approved by the District prior to printing and distribution and must identify the District as a funding source/sponsor.
- e. State short term versus long term goals and objectives of the proposed project.
- f. Describe how the message targets specific behavioral changes to reduce emissions.

- g. Describe any evaluation component of the project that analyzes how well the target audience was reached?
- h. Provide an estimate of the VMT reductions expected, including any assumptions used.
- i. If surveys will be used to document the change in trips reduced and VMT, please explain. The District asks that a copy of the survey and the survey results be provided to the District at the end of the project.
- j. Provide the estimated project life.
- k. Describe any regional benefit that can be expected. How will this benefit be obtained?
- l. If the District has funded a similar project, or if the application is for a project that is a subsequent phase to a previously funded project, provide a detailed status report on the previously funded project. Were the stated objective achieved or not? Was a final performance report for a previously funded District project completed?

ATTACHMENT A

Other Potential Funding Sources Outside of the District's Clean Air Funds Program

Below are other potential regional, state and federal sources of funding separate from the District's Clean Air Funds (CAF) program. These sources may have the potential to exceed the amount of funding that the District could apply to your project through the CAF program, or they may be a more appropriate source of funds for your project.

Due to the District's limited resources, these additional sources should be considered in addition to or in some cases in lieu of District funding, depending on the type and size of your project. If one or more of the programs below can meet your funding needs by themselves, it may not be necessary or appropriate to apply to the District for funds. For larger projects, the District may only be able to provide a portion of the local match. Budget constraints at the time of the release of this document may have temporarily delayed or discontinued some of the programs listed below. Be sure to contact the person listed under the program(s) you are interested in or contact Jim Antone for more information on funding availability.

ON-AND OFF-ROAD HEAVY DUTY VEHICLES AND EQUIPMENT

HEAVY DUTY LOW EMISSION VEHICLE INCENTIVE PROGRAM: This program is designed to promote the introduction of low-emission technologies into the region for on- and off-road heavy duty vehicles and is based on the California Air Resources Board's (CARB) "Carl Moyer Memorial Air Quality Standards Attainment Program." Contact Mike Neuenburg at the Sacramento Metropolitan Air Quality Management District at (916) 874-1676, email: mneuenburg@airquality.org or Gary Bailey (916) 874-4893, email: gbailey@airquality.org.

ON-ROAD HEAVY DUTY VEHICLES

SACRAMENTO EMERGENCY CLEAN AIR AND TRANSPORTATION PROGRAM (SECAT)

The SECAT program offsets the costs of projects that reduce oxides of nitrogen (NOx) emissions from on-road heavy duty vehicles operating in the Sacramento Federal Ozone Non-Attainment Area. Eligible vehicles include heavy duty on-road trucks, transit and school buses. For more information and to determine funding availability, contact Mike Neuenburg at (916) 874-1676, email: mneuenburg@airquality.org or Kristian Damkier at (916) 874-4892, email: kdamkier@airquality.org at the Sacramento Metropolitan Air Quality Management District.

SACRAMENTO AREA COUNCIL OF GOVERNMENTS (SACOG) REGIONAL FUNDING PROGRAMS

SACOG has four federally funded programs that help local government agencies promote the goals of SACOG's Metropolitan Transportation Plan and Blueprint Principles. SACOG solicits project applications from public agencies and their partners in the six-county SACOG area, in four transportation-related programs: Bicycle/Pedestrian, Air Quality, Transportation Demand Management and Community Design. For more information go to www.sacog.org/regionalfunding/fundingprograms.cfm or contact Jason Crow, Sacramento Area Council of Governments, email jcrow@SACOG.org or (916) 340-6219.

ATTACHMENT B
EMISSION REDUCTION AND COST-EFFECTIVENESS CALCULATIONS*

Emission reduction and cost-effectiveness calculations are required for all applications in the Clean Technologies/Low Emission Vehicles, Transit Services, Alternative Transportation and Public Information and Education categories (except for infrastructure projects such as fueling or charging stations).

Cost-effectiveness calculations shall be completed using the latest (12/07) automated version of the “Methodologies for Funding the Cost Effectiveness of Air Quality Projects” calculator. If you do not have the latest version of the Methodologies calculator and you are submitting an application, a link to the Methodologies in Microsoft Access 2000 is available on the District’s web site at www.ysaqmd.org/incentive-caf.php, go to “Methods to Find the Cost-Effectiveness of Funding Projects” and navigate to the calculator. If you cannot access the Methodologies, the file can be e-mailed to you. Contact Jim Antone at (530) 757-3653 to obtain a copy of the Methodologies calculator or for technical assistance in completing the calculations.

The purpose of the cost-effectiveness calculation is to determine the amount of District Clean Air Fund dollars spent per pound of pollution reduced.

For Public Education and Information projects, cost-effectiveness can be measured in the number of dollars spent per individual reached. This can be calculated by dividing the dollars requested by the number of individuals that will be reached by the outreach message.

***FOR HEAVY DUTY CLEAN TECHNOLOGY/LOW EMISSION VEHICLE PROJECTS**

New for FY 2010-11: Because of the new state regulations governing in-use heavy-duty diesel engines, an adjustment must be made to account for the fact that most in-use on- and off-road heavy-duty vehicles (>14,000 pounds gross vehicle weight on-road or >50 hp off-road) are now required to become cleaner (install particulate filter or replace the vehicle or engine) by a future date. Consequently, staff will examine a project’s effective “project life” when making funding recommendations to the CAF committee. For vehicles subject to regulation, project life consists of those years that occur between the time CAF funding is used to clean up a vehicle and the time that the same vehicle would be required to clean up under state law. For vehicles that are not subject to any upcoming requirement, staff will use their best judgment as to the appropriate project life.

The current cost-effectiveness calculation, in addition to giving credit for reactive organic gases (ROG) and nitrogen oxides (NOx) reductions, also gives credit for particulate matter (PM) reductions. ROG and NOx are important because they are the major precursors of ozone, a pollutant for which our area does not attain the federal standard. However, because emissions of diesel PM have been identified as a toxic air contaminant, they will now be given greater weight in the calculation for heavy duty projects in the Clean Technology/Low Emission Vehicle category. The “new” methodology will provide “20x” weighted emission reduction for PM, which is consistent with the current Carl Moyer Program based methodology.

Applicants submitting projects in the Clean Technology/Low Emission Vehicle category should include both the appropriate Project Life and the 20x weighted PM emission reductions when determining their project's cost effectiveness. An appropriate project life can be determined using the methodology mentioned earlier. The 20x weighted PM reduction calculation can be performed by simply multiplying the before (baseline) and after (cleaner) PM emissions x20 before entering these values into the cost effectiveness calculator. If you have any questions, contact Jim Antone at 530-757-3653 or jantone@ysaqmd.org.

The cost-effectiveness calculation is shown below:

$$\begin{aligned} & \text{Cost (\$/project life)} \\ & \text{NOx reductions (tons/project life) + ROG reductions (tons/project life) +} \\ & \quad [20 \times (\text{PM reductions (tons/project life)})] \end{aligned}$$

ATTACHMENT C

Yolo-Solano Air Quality Management District Clean Air Funds (CAF) Program Agreement (Contract) Requirements and General Information

Grant Program

1. In order to receive grant funding for 2010/2011 grant year, the following criteria must be met:
 - a) All matching funds must be secured. Written confirmation of such funding commitments is required prior to release of the CAF. In the event funding commitments from other sources for the total cost of the project are not received within the stipulated time, the District shall have no obligation to provide funding for the clean air project(s).
 - b) If scope changes occur due to reduction in the CAF grant award, the changes must be submitted to the District by July 31, 2010. Refer to the Award Acknowledgement Form for details.
 - c) All outstanding final reports from prior year grants must be submitted.
2. A copy of the draft agreement is attached to this packet and has been approved by District Counsel. This agreement will be presented to the District Board in June 2010 for approval as part of the grant program. It is imperative that the agreement is reviewed by the applicant's counsel and the insurance requirements are reviewed at an early date. Submittal of your application certifies that you agree with the draft agreement language. Proposed changes to the agreement must be submitted with your application. All changes to the agreement will require District Counsel and/or District insurance authority review. Any changes to the agreement will require full District Board approval, and could delay the funding of the project(s). The District reserves the right to modify the agreement prior to board approval in June 2010.
3. No work shall commence prior to the agreement start date, except at the applicant's cost and risk, and no charges are authorized by the District until an agreement is fully executed.
4. Funds will be released in their entirety. Any unused grant money shall be returned to the District.
5. Project applicants approved for funding will be notified after the June 2010 board meeting.
6. An "Award Acknowledgement" form will be sent to the contact as listed on each application. This form is used to prioritize the disbursement of funds and must be submitted by the deadline of July 31, 2010. Failure to do so will delay funding of the CAF project. ***Ensure you state clearly the project time line and the date the funds are needed. Though the District releases the funds in their entirety, disbursement is scheduled on a quarterly basis to ensure the District has the necessary funding for the CAF program.***

7. Within approximately 30 days of the project start date, the District will send a copy of the agreement, with a request to complete a work statement and cost schedule. Once this information is returned to the District with the required insurance certificates, a final agreement is prepared by the District for signature. Two copies of the final agreement are signed by the Air Pollution Control Officer and sent to the agency for signature. Once the District receives one fully executed signed agreement, disbursement of the grant funds will be released.
8. Recipients of Clean Air Funds shall provide the District with a final report per the format shown in Exhibit “C” – “Final Report Format” of the agreement. The final report shall be submitted after the project has been fully implemented for one (1) year. The report is due within 90 days following the one-year project implementation date. The final report shall be complete, on letter size paper, and include illustrations and graphs, as appropriate, to document the work performed and results under the contract. The final report will also describe where applicable, the reduction of mobile source air pollution emissions resulting from the project’s implementation.
9. All projects have a two-year funding/completion cycle. Therefore, applicants awarded grant monies for fiscal year 2010/2011 have two years to complete their projects. Request for an extension to the two-year period must be submitted in writing to the District. The final deadline for completion is June 30, 2012.
10. If an agreement is not entered into between the District and the Clean Air Funds grant applicant by June 1, 2011, the applicant must claim and encumber the funds no later than June 30, 2011. For purposes of this program, “encumber” means to have issued purchase orders or entered into contract to procure products or services. If funding is not encumbered by the deadline and unless an extension is granted, the District will recommend to the Board of Directors that the application and/or grant award be rescinded. Proof of the encumbrance is required to be submitted to the District no later than July 8, 2011.

General Information

1. If sufficient fee revenues are not made available to the District by the Department of Motor Vehicles or from Solano County property tax proceeds, the District shall have no obligation to provide funding for the Clean Air Funds project(s).
2. It is the recipient’s responsibility to inform the District in writing of any changes to the clean air project, e.g. matching funds, project scope, deadline, ownership, contact person, etc., as soon as possible.
3. In the event that the recipient fails to comply with any conditions of this outline, the District staff reserves the right to recommend to the Board of Directors that the application and/or grant award be withdrawn.

ATTACHMENT D
(For Reference Only. To Be Completed if Awarded Funds)

Draft Contract Agreement

AGREEMENT NO. XX-XX
(Agreement Regarding Use of Clean Air Funds)

Agreement between the Yolo-Solano Air Quality Management District and
_____ - _____

THIS AGREEMENT (“Agreement”) is made effective XXXXXX, 20XX between the Yolo-Solano Air Quality Management District, a public agency of the State of California, (hereinafter referred to as “DISTRICT”) and _____ (hereinafter referred to as “CONTRACTOR”).

RECITALS

WHEREAS, under AB2766 (Health and Safety Code section 44220 *et seq.*) the DISTRICT has levied a \$4.00 fee on motor vehicles registered within the DISTRICT; and

WHEREAS, under AB 8, the DISTRICT receives tax proceeds from the northeast portion of Solano County, and

WHEREAS, pursuant to AB 2766 and AB 8, the monies collected under these levies must be used to reduce air pollution from motor vehicles and for related planning, education, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act; and

WHEREAS, CONTRACTOR has requested that the DISTRICT provide AB 2766 and AB 8 monies to CONTRACTOR for those project(s) described in Exhibit A, subject to the terms and conditions set forth in this Agreement; and

WHEREAS, CONTRACTOR has represented to the DISTRICT that CONTRACTOR has the necessary expertise, experience and ability to competently complete the described project(s); and

WHEREAS, DISTRICT staff has carefully reviewed the described project(s) and have found them to be within the requirements of AB 2766 and AB 8 in that the project(s) are reasonably expected to reduce air pollution from motor vehicles and help in the further implementation of the California Clean Air Act and, on that basis, recommends that the Board of Directors of DISTRICT authorize a grant in the amount of \$XXXXX to CONTRACTOR for the project(s) described in Exhibit A;

NOW THEREFORE, the parties agree as follows;

1. Obligations of CONTRACTOR

- A. CONTRACTOR shall fully and properly complete the project(s) described in Exhibit A, attached hereto and incorporated herein by this reference subject to the terms and conditions of this Agreement.

- B. For projects for which the DISTRICT is not providing complete funding, no later than XXXXXXXXXXXXX, 20XX, CONTRACTOR shall obtain additional funding commitments to fund the total cost of the project(s) outlined in the Work Statement attached hereto as Exhibit A and incorporated herein by this reference and the Cost Schedule attached hereto as Exhibit B and incorporated herein by this reference. Written evidence of such funding commitments shall be provided to the DISTRICT Air Pollution Control Officer (“APCO”), or designee, in a form satisfactory to the APCO prior to the payment of any DISTRICT grant monies authorized by the DISTRICT Board pursuant to this Agreement. In the event that the requirements of this Paragraph are not met, then DISTRICT shall have no obligation to make any payments to CONTRACTOR under this Agreement.

- C. Unless otherwise directed by the APCO, the CONTRACTOR shall include the DISTRICT’S name as sponsor on all public information materials, advertising, signs and displays prepared by CONTRACTOR in conjunction with the project(s) description in Exhibit A.

- D. Without cost to DISTRICT, CONTRACTOR shall furnish and, as necessary, obtain all labor, materials, equipment, required licenses, permits, fees, and other legal authorizations from all applicable federal, state, and local jurisdictions necessary to commence and properly complete, in a professional manner, the project(s) described in Exhibit A.

- E. No later than 90 days following one full year of implementation of the project(s) as described in Exhibit A, CONTRACTOR shall provide DISTRICT with a final written report containing the information set forth in Exhibit C, attached hereto and incorporated herein by this reference. This final report shall contain such detail as required by the APCO, or designee, and shall included any illustrations and graphs necessary to document the work performed and all reductions of mobile source air pollution emissions resulting from the implementation of the project(s) described in Exhibit A.

2. Obligations of DISTRICT

- A. DISTRICT shall pay CONTRACTOR an amount not to exceed \$XXXXXX in accordance with Exhibit B, subject to all the following limitations and requirements:
1. CONTRACTOR has obtained all the additional funding anticipated by Paragraph 1.B. of this Agreement.
 2. CONTRACTOR has obtained all required licenses, permits, fees, and other legal authorizations from all applicable federal, state, and local jurisdictions necessary to commence and properly complete, in a professional manner, the project(s) described in Exhibit A.
 3. Labor, equipment, material, supply costs and other charges are in conformance with requirements of Exhibit B.
 4. No component of the monies to be paid by DISTRICT to CONTRACTOR are for grant administration or any interest costs.
 5. DISTRICT shall not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR in the performance of any project(s) described in Exhibit A unless such reimbursement is specifically authorized in Exhibit B.
- B. Except for the payment obligations set forth in Paragraph 2.A. of the Agreement, DISTRICT shall have no other obligations or responsibilities to CONTRACTOR under this Agreement.

3. Term and Termination

- A. The term of the Agreement is from XXXXX, 20XX to XXXXXX, 20XX unless terminated earlier as provided in Paragraph 3 of this Agreement, or extended by amendment of this Agreement in writing. No work shall commence prior to the Agreement start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Agreement is fully executed. In no event shall the Project Life be less than 5 (five) years from the end of the project term unless terminated earlier as provided for in Paragraph 3 of this Section. The Project Life may also be adjusted by an amendment to this Agreement as provided in Section 12.
- B. In the event any party fails to fully comply with their obligations and responsibilities as set forth in this Agreement, this shall constitute a material breach of this Agreement. The non-breaching party shall notify the breaching party in writing that it must cure this breach within fifteen (15) calendar days. If the breach is not cured within fifteen (15) calendar days, the non-breaching party may immediately terminate this Agreement by giving written notice to the breaching party. Termination shall not be the exclusive remedy of the non-breaching party. The non-breaching party shall have the right to seek any and all remedies provided by law or equity.

- C. Notwithstanding anything to the contrary in this Agreement, DISTRICT may immediately terminate this Agreement if the DISTRICT Board of Directors or the APCO determines that CONTRACTOR'S undertaking of the project(s) described in Exhibit A directly and significantly jeopardizes the health, safety or welfare of any person.
- D. Upon termination for reasons other than a breach of CONTRACTOR'S obligations and responsibilities as set forth in this Agreement, CONTRACTOR shall be entitled to retain all grant monies paid to the effective date of the termination provided that within thirty (30) calendar days of the effective date of termination, CONTRACTOR submits to the APCO a satisfactory written report containing the information set forth in Exhibit C. If, upon termination for reasons other than the breach of CONTRACTOR'S obligations and responsibilities as set forth in this Agreement, monies are owed to CONTRACTOR under this Agreement as the effective date of termination, then CONTRACTOR shall be entitled to payment of any grant monies owed for the project(s) completed to the effective date of termination within thirty (30) calendar days of CONTRACTOR'S provision of a satisfactory written report containing the information set forth in Exhibit C. If this Agreement is terminated due to a breach by CONTRACTOR of its obligations and responsibilities as set forth in this Agreement, then, within thirty (30) calendar days of the effective date of termination, CONTRACTOR shall repay DISTRICT all grant monies paid to CONTRACTOR by DISTRICT pursuant to this Agreement.

4. Insurance

- A. Without limiting the obligation of CONTRACTOR to provide indemnification pursuant to Paragraph 5 of this Agreement, CONTRACTOR shall maintain in force at all time during the term of the Agreement and any extensions or modifications thereto, insurance or self-insurance covering its operations and naming DISTRICT as additional insured in the amounts and types of insurance as stated in Exhibit D attached hereto and incorporated herein by this reference.
- B. The APCO is authorized to execute amendments and waivers, with or without conditions, to the insurance requirements of this Agreement subject to the concurrence of the Risk Manager of DISTRICT.

- 5. Indemnification** CONTRACTOR shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement. In addition, to the fullest extent permitted by law, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its officers, employees, agents, trustee and volunteers from and against all claims, damages, demands, losses, defense costs, expenses (including attorneys fees) and liability of any kind or nature arising out of or resulting from performance of work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the CONTRACTOR, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. In providing any defense, CONTRACTOR shall use legal counsel reasonably acceptable to the

APCO and District Counsel. The indemnification requirement shall survive the termination or expiration of this Agreement.

6. Non-discrimination in Services and Benefits CONTRACTOR certifies that any services provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap in accordance with federal, state, or county regulations or other administrative directives determined by APCO. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap include by are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any matter related to his/her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he/she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; the assignment of times or places for the provision of services on the basis of color, race, creed, national origin, religion, sex, sexual preference, age, or physical or mental handicap of the participants to be served.

7. Notices

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to DISTRICT and CONTRACTOR at their respective addresses as follows:

To DISTRICT
Yolo-Solano Air Quality
Management District
Attn: APCO
1947 Galileo Court, Suite 103
Davis, CA 95618

To CONTRACTOR

Attn: _____
Address: _____

B. In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of deliver is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

To DISTRICT: (530) 757-3670

To CONTRACTOR: () ____-_____

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

- D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

8. Conflict of Interest

- A. CONTRACTOR shall comply with the laws and regulations of the State of California and District regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B. CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of CONTRACTOR'S obligations and responsibilities hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until CONTRACTOR completes performance of the obligations and responsibilities required of it under this Agreement.
- C. CONTRACTOR agrees that if any fact comes to its attention which raises any question as to the applicability of any conflict of interest law or regulation, CONTRACTOR will immediately inform the DISTRICT and provide all information needed for resolution of the question.

9. Status of Contractor

- A. It is understood and agreed by all the parties hereto that CONTRACTOR is an independent contractor and that no relationship of employer-employee exists between the DISTRICT and CONTRACTOR. Neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall be entitled to any benefits payable to employees of the DISTRICT. CONTRACTOR hereby indemnifies and holds the DISTRICT harmless from any and all claims that may be made against the DISTRICT based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.
- B. It is further understood and agreed by all the parties hereto that neither CONTRACTOR nor CONTRACTOR'S assigned personnel shall have any right to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the DISTRICT to any obligation whatsoever.
- C. It is further understood and agreed by all the parties hereto that CONTRACTOR must issued any and all forms required by federal and state laws for income and employment tax purposes, including W-2 and 941 forms, for all of CONTRACTOR'S assigned personnel.

10. Records

- A. CONTRACTOR shall maintain complete and accurate work performance records concerning the project(s) described in Exhibit A, the time periods for the completion of the described project(s) and the identity of all person(s) employed in the completion of the described project(s).
- B. CONTRACTOR shall make such records available for inspection by authorized representatives of DISTRICT at any reasonable time during the performance of this Agreement and for four (4) years from and after the date of final payment.
- C. At least thirty (30) calendar days prior to any destruction of these records at any time CONTRACTOR shall notify the DISTRICT. Upon such notification, the DISTRICT shall either agree to the destruction or authorize the records to be forwarded to the DISTRICT for further retention.

11. Assignment This Agreement is not assignable by CONTRACTOR in whole or in part without the express written consent of the APCO. In addition, CONTRACTOR shall not subcontract any portion of the obligations or responsibilities of the Agreement, including the performance of any project set forth in Exhibit A, without the express written consent of the APCO. If any portion of the services required of CONTRACTOR are assigned or subcontracted, the assignor(s) and/or subcontractor(s) shall maintain the same insurance as required of CONTRACTOR by the Agreement. CONTRACTOR shall be fully responsible to DISTRICT for all work undertaken by subcontractors.

12. Amendment This Agreement may be amended only by written instrument signed by the DISTRICT and CONTRACTOR.

13. Waiver The waiver by the DISTRICT or any of its officers, agents or employees or the failure of the DISTRICT or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of the Agreement shall not be deemed to be a waiver of such obligations or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement. All conditions, covenants and obligations continue to apply no matter how often DISTRICT may choose to excuse a failure to perform them.

14. Applicable Laws In the performance of the services required by this Agreement, CONTRACTOR shall comply with all applicable federal, state, and DISTRICT statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed in a California State court located in Woodland, California.

15. Disputes Any dispute arising under this Agreement shall be decided by the APCO who shall put his or her decision in writing and mail a copy thereof to the address for the notice to CONTRACTOR. The decision of the APCO shall be final unless, within thirty (30) days from the date such copy is mailed to CONTRACTOR, CONTRACTOR appeals the decision in writing to the DISTRICT Board of Directors. Any such written appeal shall detail the reasons

for the appeal and contain copies of all documentation supporting CONTRACTOR'S position. In connection with any appeal proceeding under this paragraph, CONTRACTOR shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the DISTRICT Board at a regular Board meeting. Pending a final decision of the dispute, CONTRACTOR shall proceed diligently with the performance of this Agreement and in accordance with the APCO's decision. The decision of the DISTRICT Board of Directors on the appeal shall be final for purposes of exhaustion of administrative remedies.

- 16. Statutory Limitations** This Agreement and any payments to CONTRACTOR hereunder are subject to the provisions and limitations imposed by the Health and Safety Code, including Section 44220, on the use of funds received as a result of the State Department of Motor Vehicles surcharge, and on any limitations on the use of AB 8 funds. DISTRICT shall have no liability for payment of any monies that are found to be in contravention of the Health & Safety Code. CONTRACTOR shall reimburse DISTRICT for any monies paid by DISTRICT to CONTRACTOR under this Agreement which are found to be in contravention of the Health & Safety Code or AB 8.
- 17. Authorized Representative** The person executing this Agreement on behalf of CONTRACTOR affirmatively represents that he or she has the requisite legal authority to enter into this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of CONTRACTOR and CONTRACTOR understands that the DISTRICT is relying on this representation in entering into this Agreement.
- 18. Captions** The title and captions of this Agreement are added for convenience only, and shall not constitute part of this Agreement.
- 19. Additional Provisions**

 - A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both.
 - B. Except where specifically stated otherwise in this document, the promises in this Agreement benefit the DISTRICT and CONTRACTOR only. They are not intended to, nor shall they be interpreted or implied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

20. Entire Agreement This Agreement constitutes the entire agreement between the DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations, or agreement, whether written or oral. In the event of a dispute between the parties as to the language of the Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Yolo-Solano Air Quality Management District
"DISTRICT"

By _____
Mathew Ehrhardt, P.E., Air Pollution Control Officer

Name of Agency/Company
"CONTRACTOR"

By _____

Name _____
Title _____

EXHIBIT A
WORK STATEMENT

Summarize the Clean Air Fund project. Make sure you describe any changes from the original application (especially due to reduced funding levels). Include the following criteria:

- Project Merit
- Matching Funds
- Regional Benefit
- Reduced Vehicle Mile Traveled/ New Low Emission Technology Used

**EXHIBIT B
COST SCHEDULE**

Applicant:

Budget: Total Project Amount: \$
Amount Awarded by Y-S AQMD \$

Project Title:

Project Time Line: Proposed Start Date:
Proposed End Date:
Project Life (years):

Activity Description Breakdown – Total Project Amount (By period/expense)

- | | | |
|----|--|----------|
| 1. | Period __/__/__ to __/__/__
Activity Description: | \$ _____ |
| 2. | Period __/__/__ to __/__/__
Activity Description: | \$ _____ |
| 3. | Period __/__/__ to __/__/__
Activity Description: | \$ _____ |
| 4. | Period __/__/__ to __/__/__
Activity Description: | \$ _____ |
| | TOTAL | \$ _____ |

Total Budget Breakdown:

	Y-S AQMD Grant	Other Match	Total
Capital	\$ _____	\$ _____	\$ _____
Personnel	\$ _____	\$ _____	\$ _____
Grant Administration	\$ XXXXXXXXXXXX	\$ _____	\$ _____
Totals	\$ _____	\$ _____	\$ _____

**EXHIBIT C
FINAL REPORT FORMAT**

The general format for the final report should include the following items:

- 1. Cover/Title Page/Agreement Number**
- 2. Table of Contents** – If necessary for text, tables, figures, etc.
- 3. Project Description as Implemented** – Describe project, outlining why the project was done, including the project scope and duration, details of execution.
- 4. Copies of Paid Invoices**

Note: After the final report is submitted to the District, staff will conduct a performance evaluation on the project, which could include an on-site inspection.

In addition to the general format, the following items should be included for the specific category as listed below:

ALTERNATIVE FUEL INFRASTRUCTURES

Infrastructure/Fueling Facilities

1. Describe any implementation problems.
2. Provide breakdown of project staff time if District funds were used for this purpose.
3. Provide copies of invoices, purchase orders, and agreement number.
4. Describe any project scope changes from original application. This includes construction bid changes and whether or not this resulted in a surplus or deficit of funds.
5. Provide amount of matching funds used and specify sources.
6. Provide estimated project life.

Clean Technologies/Low Emission Vehicles

1. Describe any implementation problems.
2. Provide breakdown of project staff time if the District provided funds for this purpose.
3. Provide copies of invoices, purchase orders, and agreement number.
4. Describe any project scope changes from original application. This includes construction bid changes and whether or not this resulted in a surplus or deficit of funds.
5. Provide amount of matching funds used and specify sources.

6. Provide estimated project life in years.
7. Provide annual vehicle miles.
8. The following information is required for clean fuel vehicle projects that have received more than \$10,000 in District Clean Air Funds:
 - a. Provide actual emission reductions: ROG, NOx, PM-10. List data sources, assumptions and methodologies used.
 - b. Cost information:
 - Provide capital costs (equipment, infrastructure)
 - Provide operating costs (fuel, labor, maintenance)
 - Total project cost

ALTERNATIVE TRANSPORTATION PROGRAM

1. Provide the total trip reductions and reductions in vehicle miles traveled (VMT) if applicable – list data sources, assumptions and methodologies used to determine travel reductions.
2. Describe any implementation problems.
3. Provide breakdown of project staff time if District funds were used for this purpose.
4. Provide copies of invoices, purchase orders, and agreement number.
5. Describe any project scope changes from original application.
6. Provide amount of matching funds used and specify sources.
7. Provide estimated project life in years.

TRANSIT SERVICES

1. Describe any implementation problems.
2. Provide breakdown of project staff time if District funds were used for this purpose.
3. Provide copies of invoices, purchase orders, and agreement number.
4. Describe any project scope changes from original application.
5. Provide amount of matching funds used and specify sources.
6. Provide project life in years.
7. Provide daily ridership of the new service, total trip reductions and reductions in vehicle miles traveled (VMT) if applicable – list data sources, assumptions and methodologies used to determine travel reductions.

8. The following information is required for transit service projects that have received more than \$10,000 in District Clean Air Funds:
 - a. Provide actual emission reductions: ROG, NO_x, PM-10 – List data sources, assumptions and methodologies used.
 - b. Cost information:
 - Provide capital costs (equipment, infrastructure)
 - Provide operating costs (fuel, labor, maintenance)
 - Total project cost

PUBLIC EDUCATION/INFORMATION

1. Describe the target audience including city, county, age group, and schools, if applicable.
2. What was the message that was delivered to the target audience? If so, please specify.
3. Did the message target specific behavioral changes to reduce emissions and did that message reach its audience? Please document.
4. Did the project have an evaluation component analyzing if and how well the message was received? Please explain the evaluation component and include any documentation.
5. Based on the evaluation component, did the target audiences' attitude and/or behavior change as a result of hearing the message? Did a behavioral change assist in or directly cause emissions reductions? If so, how?
6. Include survey form to be used to document behavioral changes during and after the program.
7. Provide an estimate of the number of individuals served by the program.
8. Provide breakdown of project staff time if District funds were used for this purpose.
9. Provide copies of the invoices, purchase orders, and agreement number.
10. Describe any project scope changes from original application.
11. Provide amount of matching funds used and specify sources.
12. Provide samples of all printed material, posters, press releases or any medium used to educate or inform.
13. What was the program life? (Time frame of the project).

EXHIBIT D
INSURANCE REQUIREMENTS

CONTRACTOR shall furnish the DISTRICT with certificate(s) of insurance or self-insurance and/or original endorsement(s) and/or insurance binder(s) affecting coverage required below. The certificates, endorsements, and/or binders for each insurance policy are to be signed by a person authorized by the insurer to affect coverage on its behalf. The certificates, endorsements, and/or binders are to be received and approved by the DISTRICT before work commences. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, at any time. If CONTRACTOR provides self-insurance, it shall, on intervals specified by the APCO, provide financial statements sufficiently detailed so as to allow the APCO to assess where he finds that sufficient coverage will not be afforded to the DISTRICT.

During the term of the Agreement, CONTRACTOR shall, at its sole expense, obtain and maintain in full force I.A or I.B below. The type and limits of liability requirements are as follows:

I. A. **COMMERCIAL/GENERAL LIABILITY:**

Bodily Injury and Property Damage for premises and operations; Personal Injury and Advertising for premises and operations; Independent Contractors (if any basis); Incidental Contracts; Contractual Liability; and Products and Complete Operations.

“Claims made” policies are unacceptable.

Minimum Limits: \$1,000,000 combined single limit, on an occurrence policy form.

BUSINESS AUTOMOBILE LIABILITY:

Protection against loss of a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile. If CONTRACTOR has no owned automobiles, then only hired and non-owned automobile coverage is required.

Minimum Limits: \$1,000,000 per occurrence for bodily injury or property damage, combined single limit.

B. **Public Entities/Self-Insured Status:** CONTRACTOR shall maintain status as a legally self-insured public entity for general liability and shall maintain a self-insured retention of three hundred thousand dollars (\$300,000) per occurrence.

II. **Worker’s Compensation and Employers Liability:** CONTRACTOR shall carry full Worker’s Compensation insurance coverage for all persons directly employed or volunteers, in carrying out the work under this contract, in accordance with the “Worker’s Compensation and Insurance Act,” Division statutory limits will apply. If CONTRACTOR has no employees, no Worker’s Compensation coverage is required. If CONTRACTOR hires subcontractors to perform under this agreement, the CONTRACTOR shall assure that the subcontractor carries Worker’s Compensation insurance for all of its employees, who are required to be covered by applicable law.

- III. **Notice of Cancellation:** Each insurance policy shall be endorsed, and evidence of such endorsement shall be provided to the DISTRICT, that coverage not be suspended, voided, canceled, reduced in coverage or in limits, or material change in coverage, except after thirty (30) days prior written notice has been given to the DISTRICT. Ten (10) days prior written notice of cancellation for non-payment of CONTRACTOR'S insurance premium is permissible.
- IV. **Additional Insured:** It is mandatory that all of the above insurance policies (except Worker's Compensation) shall include the DISTRICT as additional insured. The DISTRICT, its officials, trustees, agents, employees, and volunteers are to be covered as additional insured as respects liability arising out of activities performed by or on behalf of the CONTRACTOR.
- V. In addition, it is understood and agreed that the following be made a part of the Agreement.
- A. **Excess/Umbrella:** An excess policy or an umbrella policy (following form) may be utilized to meet the above required limits of liability.
- B. **Supplementary Payments:** The above-stated limits of liability coverage for Commercial/Comprehensive General Liability, and Business Automobile Liability assumes that the standard "supplementary payments" clause will pay in addition to the applicable limits of liability and that these supplementary payments are not included as part of the insurance limits of liability. If any of the policies indicate that defense costs are included in the general limit, then the general aggregate limits must be a multiple of the per occurrence limits.
- C. **Contractors' Insurance as Primary:** The CONTRACTOR'S insurance coverage shall be primary insurance. Any insurance or self-insurance maintained by the DISTRICT, its officials, trustees, agents, employees or volunteers shall be excess to the CONTRACTOR'S insurance and shall not contribute with it.
- D. **Acceptability of Insurers:** Insurance is to be placed with admitted State of California insurers which have an A.M. Best's rating of no less than A:VII, or be an equivalent program of self-insurance.
- E. **District Risk Manager Exceptions:** Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT'S Risk Manager.

FUNDING:

AB 2766 Funding (Requested): \$ _____

AB 8 Funding (Requested): \$ _____
(Solano Only)

Other Funding: \$ _____ **Source:** _____

\$ _____

\$ _____

\$ _____

TOTAL PROJECT COST: \$ _____

SIGNATURE:

Signature of Responsible Official: _____
(Original Signature Required/ No Photocopies)

Print Name: _____

NOTE:

Cost Effectiveness (See Attachment B of application packet)