



YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT
1947 Galileo Ct., Suite 103 · Davis, CA 95618 · (530) 757-3650 · www.ysaqmd.org

January 31, 2019

Dear Prospective Clean Air Funds Applicant:

Enclosed is the 2019 Clean Air Funds application packet. The purpose of the Clean Air Funds Program is to provide financial incentives for reducing emissions from mobile sources of air pollution within the Yolo-Solano Air Quality Management District (District).

The deadline for submittal of all applications to the District is 4:00 p.m. Friday, March 22, 2019. The District encourages the submittal of electronic applications by email. Applications received past the deadline will not be accepted.

Please read the attached application packet thoroughly. The packet contains staff contacts, instructions on completing the application, important details on due dates and procedures, contract requirements, and further details concerning the program process. We look forward to working with you.

Prior to submitting an application, District staff recommends that applicants complete and submit any outstanding final reports for projects that received funding during previous funding cycles. Final reports are due 90 days after the one year anniversary of project completion.

Sincerely,

Matthew Jones
Planning and Air Monitoring Manager



Yolo-Solano Air Quality Management District

2019 Clean Air Funds Application Packet

ABOUT THE DISTRICT

- The Yolo-Solano Air Quality Management District (District) is a public health agency whose mission is to protect public health from the harmful effects of air pollution.
- The Sacramento Region, which includes the District, is in severe nonattainment of the federal health standard for smog. Air quality in the District also typically exceeds the federal health standard for fine particulate pollution on several days each year.
- Roughly 70 percent of smog components and an estimated one third of fine particulate pollution is created by cars and trucks.
- The District has no direct regulatory authority over cars, trucks and most other mobile sources of air pollution.

ABOUT THE CLEAN AIR FUNDS PROGRAM

- Under authority of state law, the District collects \$4 on every vehicle registration within its jurisdiction to fund projects that reduce air pollution from mobile sources. The District also collects a small portion of property tax from northeastern Solano County.
- The District distributes a portion of these funds through its Clean Air Funds program. The District's Board of Directors can award Clean Air Funds for any project with the expressed mission of reducing mobile source emissions.
- Proposed projects are classified in one of four categories: Clean Vehicle Technology, Alternative Transportation, Transit Services and Public Education.
- Yolo County projects typically receive 60 percent of available vehicle registration revenue based on population share within the District. Solano County projects typically receive 40 percent of available vehicle registration revenue and all available Solano property tax revenue.
- Applications must be filed by the March 22, 2019 4:00 pm deadline to receive consideration for the current cycle.
- The District's Board Committees typically receive applicant presentations in April and May and then offer recommendations to the full District Board. These recommendations are considered at the June Board meeting.
- Projects that are awarded Clean Air Funds are notified in June. Funding is distributed during the District's next fiscal year (after all the necessary criteria are met).
- Clean Air Funds recipients **MUST** file final reports to the District one year after project completion.

TIMELINE

Friday, March 22, 2019, 4:00 pm: Final deadline for applications. See the application for filing instructions.

April/May 2019: The Yolo and Solano Clean Air Fund Committees will meet separately to consider applications and develop recommendations to the Board. Applicants are encouraged to attend the appropriate committee meeting.

June 12, 2019: Board of Directors decision on 2018 Clean Air Funds awards.

July 1, 2019 through June 30, 2020: Funds distributed for awarded projects.

1 Year Following Project Completion: Final report due to the District.

CONTACT

For more information about the Clean Air Funds program, please contact:

Jim Antone

Associate Air Quality Planner

(530) 757-3653

jantone@ysaqmd.org

PROJECT CATEGORIES

Projects are submitted in one of four categories:

1. Clean Vehicle Technology
2. Alternative Transportation
3. Transit Services
4. Public Education/Information

Funding recommendations are based on specific criteria for each project category. Select the appropriate category when submitting your proposal to ensure your project is graded on the correct criteria.

FUNDING AMOUNTS

For this year's Clean Air Funds program, it is estimated that a total of \$60,000 will be available for Yolo County projects and \$340,000 will be available for Solano County projects.

YOUR PROJECT PROPOSAL

The most important part of the application is the Project Proposal. Attach the Proposal to the 1-page application below. The Proposal should fully describe the project, including specifics on how it will lead to reduced emissions from mobile sources.

Different types of projects are graded on different criteria as explained in the next section of this packet. Be sure to fully review the packet and ensure all relevant and necessary information is provided to make the project competitive. All projects that require cost-effectiveness calculations must have those calculations included in the project proposal.

GENERAL PROJECT CRITERIA

District staff takes four general criteria into account when making funding recommendations to the Clean Air Funds committees.

Local Benefit

Projects must be based or operate in Yolo-Solano AQMD's jurisdiction to be considered. The District includes all of Yolo County and the northeastern part of Solano County, including the cities of Vacaville, Rio Vista and Dixon. Projects should be focused on reducing mobile source emissions within the District. Proposals that aim to serve as pilot programs or complement other local projects or programs are encouraged.

Project Merit

The quality of the project proposed is a major consideration. Projects designed to make significant efforts to reduce mobile source emissions while being cost-effective and achievable are given priority in staff recommendations. Explicit cost-effectiveness calculations must be provided in the application for all Vehicle Replacement, Clean Technology Vehicle purchases and Transit projects. Infrastructure and Public Information and Education projects do not require cost effectiveness calculations.

Matching Funds

Project proposals that leverage additional funding – whether from the applicant or another party – can be scored higher than projects that depend solely on the Clean Air Funds. Proposals should not rely on speculative or uncertain sources of funding.

Applicant History

Staff will consider the success of any previously funded projects and timely completions of required paperwork, including final reports, by applicants. Proposals that build upon previously funded projects should include status reports on those in-progress or completed projects.

Project Outcomes

Projects that can be monitored quantitatively (data, numbers, measurements, statistics) or qualitatively (characteristics, anecdotal evidence) will provide the Board Committee and District staff with a better sense of how the project benefits the local or regional community.

CATEGORY-BASED PROJECT CRITERIA

Clean Vehicle Technology

Projects in the Clean Vehicle Technology category include:

- Vehicle replacements, repowers and retrofits
- New clean vehicle purchases
- Clean vehicle infrastructure (such as electric vehicle charging stations)

Projects in this category should be competitive in cost-effectiveness measures. Preference is given to projects that adopt the cleanest feasible technology. It is recommended that applicants have matching funds available when applying in this category.

For replacements, repowers and/or retrofits, applicants must provide detailed information on the old vehicle and full information on the new technology or vehicle being requested. This information includes make, model, model year, annual mileage or operating hours, fuel type, gross vehicle weight rating, horsepower and duties of the vehicle. In almost all cases, the District will not consider the replacement of a vehicle that is not currently compliant with all Federal, State, and local regulations.

All projects that propose the purchase of new equipment (including retrofit equipment) should include a vendor bid with a detailed cost breakdown.

Infrastructure-only proposals do not require specific cost-effectiveness calculations but should provide details on expected usage and include full cost estimates for the project, including a vendor quote.

Alternative Transportation

The Alternative Transportation category includes projects such as:

- Bicycle and pedestrian infrastructure
- Multi-modal stations
- Rideshare programs
- Transportation planning efforts

Infrastructure projects in this category do not require cost-effectiveness calculations, but detailed descriptions of costs and locations must be provided. The availability of matching funds is typically essential for infrastructure projects.

Provide details on whether the project is a phased project, or whether the District has funded part of the project or a related project in prior years.

Maps (if applicable) and any available survey or usage data (actual and/or projected) should be provided. Projects that implement an adopted active transportation/transit/multi-modal plan or can provide measurable results after completion will usually score higher during application evaluations.

Transit Services

The Transit Services category includes projects such as:

- New or expanded transit service
- Vanpool or shuttle development

Clean Air Funds are not intended to cover ongoing operational costs for transit services. Instead, projects should focus on improving transit service through new routes or expanded offerings, or for initiating pilot programs. This also applies to vanpool and shuttle program proposals.

Transit-related marketing and promotional programs have been funded in the past. Project outcomes and measurable data on projected increases in ridership and reductions in vehicle miles traveled are key components of successful applications.

Cost-effectiveness calculations are required for non-infrastructure projects in this category.

Public Education/Information

Project eligibility under the Public Education/Information category has historically been very flexible. The main eligibility criteria are that the project focuses on air quality and mobile source emission reduction marketing, promotion or education. Among the types of projects that qualify are:

- School-based outreach and/or education
- Community-based marketing
- Clean transportation advocacy

Applicants should clearly state the objective of the project, outline measurable outcomes and identify community partners that will help achieve success. This may come through matching funds or other kinds of collaboration.

Outreach effectiveness will be considered both in terms of qualitative and quantitative project outcomes. Making lasting connections with the audience will usually be favored over surface-level mass marketing.

Clean Air Funds are not intended to cover ongoing marketing or outreach costs. Preference is usually given to pilot programs and innovative efforts that promote cleaner transportation.

Cost-effectiveness calculations are not required for public education/information projects.

MEASURING COST-EFFECTIVENESS

Cost-effectiveness calculations are required only for vehicle replacement, clean vehicle technology purchases (including bike purchases) and transit project applications. Infrastructure-only projects in any category and Public Information/Education projects are exempt from including cost-effectiveness calculations in their applications.

There is a basic equation to calculate cost-effectiveness that requires the total reduction of particulate matter (PM), reactive organic gases (ROG) and nitrogen oxides (NOx) in pounds over the life of the project. PM reductions are weighted by a factor of 20, making the basic equation for cost-effectiveness:

$$\text{Cost of project in dollars} / [(20 \times \text{PM reductions}) + \text{ROG reductions} + \text{NOx reductions}]$$

Applicants can use the Air Resources Board's automated cost-effectiveness calculator in Microsoft Access to determine reductions based for the project.

The calculator can be found at <https://www.arb.ca.gov/planning/tsaq/eval/eval.htm>. Use the Generic Methods Program.

How to Report Cost-Effectiveness

If the project requires a cost-effectiveness calculation to be submitted, report the inputs (reductions of each pollutant) as well as the final cost-effectiveness determination in the project description section. Contact Jim Antone if you need assistance with determining the cost-effectiveness of your project.

SUBMITTING YOUR APPLICATION

Signed applications are due by 4:00 pm on the March 22, 2019 and may be transmitted by one of the following methods:

Email (preferred): cleanair@ysaqmd.org

Fax: (530) 757-3670

Hard copy to the District office: 1947 Galileo Court, Suite 103, Davis, CA 95618.

Signatures transmitted by email or fax have the same legal effect as an original.

AGREEMENT LANGUAGE: Applicant must agree to the terms and conditions of this agreement

AGREEMENT NO. XX-XX

(Agreement Regarding Use of Clean Air Funds)

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

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

RECITALS

WHEREAS, under AB 2766 (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, pursuant to AB 2766 the monies collected under the motor vehicle fees 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, the DISTRICT also receives Solano County Property Tax monies collected from the northeast portion of Solano County and are using these funds toward the Clean Air Funds Program; and

WHEREAS, CONTRACTOR has requested that the DISTRICT provide AB 2766 and/or Solano County Property Tax 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 the Clean Air Funds Program 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 \$XX,XXX 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 ("PROJECT"), attached hereto and incorporated herein by this reference subject to the terms and conditions of this Agreement.
- B. CONTRACTOR's responsibility and obligations for the PROJECT shall not be assigned to another party unless prior written approval has been received from District per Section 11 below or this Agreement is otherwise amended as prescribed by Section 12.
- C. For projects for which the DISTRICT is not providing complete funding, no later than XXXX, 20XX, CONTRACTOR shall obtain additional funding commitments to fund the total cost of the PROJECT outlined in Exhibit A 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, DISTRICT shall have no obligation to make any payments to CONTRACTOR under this Agreement.
- D. 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.
- E. 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.

- F. No later than ninety (90) days following one (1) full year of implementation of the PROJECT, 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 include 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.
- G. Failure to provide the final written report by the due date as described in 1.E. above may disqualify CONTRACTOR from receiving future DISTRICT grants funds.

CONTRACTORS' Initials

- H. All unspent grant monies paid to CONTRACTOR at the signing of this Agreement not used by the termination date shall be returned to the DISTRICT with a written report explaining in detail the reason for the unused portion within thirty (30) days of the termination date of this Agreement.

CONTRACTORS' Initials

2. Obligations of DISTRICT:

- A. DISTRICT shall pay CONTRACTOR an amount not to exceed \$XX,XXX 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.
 - 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 is for grant administration or any interest costs.
 - 5) DISTRICT shall not reimburse CONTRACTOR for any expenses incurred by CONTRACTOR in the performance of the PROJECT 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 XXXX, 20XX to XXXX, 20XX unless terminated earlier as provided below, or extended by an amendment of this Agreement as provided for in Section 12. 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 five (5) years from the end of the project term unless terminated earlier as provided below. The Project Life may also be adjusted by an amendment to this Agreement as provided in Section 12.
- B. It shall be considered a material breach should any party fails to fully comply with their obligations and responsibilities as set forth in this. The non-breaching party shall notify the breaching party in writing of the material breach and request it cured 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 Air Pollution Control Officer (APCO) determines that CONTRACTOR'S undertaking of the PROJECT directly and significantly jeopardizes the health, safety or welfare of any person.
- D. For terminations prior to the date set in Paragraph 3.A.:
 - 1) 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 used through the effective date of the termination provided that within thirty (30) calendar days of the effective date CONTRACTOR submits to the APCO a satisfactory written report containing the information set forth in Exhibit C along with any unused monies paid to the CONTRACTOR at the signing of this Agreement.
 - 2) 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. CONTRACTORS' Responsibilities:

- A. CONTRACTOR shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.
- B. With the exception that this Section shall in no event be construed to require indemnification by CONTRACTOR to a greater extent than permitted under the public policy of the State of California, CONTRACTOR shall indemnify, defend and hold harmless the DISTRICT, its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the 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, anyone 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. CONTRACTOR and/or SUBCONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
- C. Any SUBCONTRACTOR agrees to be bound to the CONTRACTOR and the DISTRICT in the same manner and to the same extent as CONTRACTOR further agrees to include the same requirements and provisions of this Agreement, including the indemnity and Insurance requirements, with any Sub-SUBCONTRACTOR to the extent they apply to the scope of the Sub-SUBCONTRACTOR's work. A copy of this Agreement's Indemnity and Insurance provisions shall be furnished to the SUBCONTRACTOR upon request.
- D. In providing any defense under this Section, CONTRACTOR shall use counsel reasonably acceptable to the District Counsel.

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: _____

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

To DISTRICT

Fax: (XXX) XXX-XXXX
Email: Notify@ysaqmd.org

To CONTRACTOR

Fax: (XXX) XXX-XXXX
Email: XXXXXXXXXXXXXXXXXXXXXXXX

- C. Any party may change the address, facsimile number and/or email address 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 issue 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, the time periods for the completion of the PROJECT and the identity of all person(s) employed in the completion of the PROJECT.
- 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 the PROJECT, without the express written consent of the APCO. If any portion of the services required of CONTRACTOR is 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. Covenant Against Contingent Fees:** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONTRACTOR, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, DISTRICT shall have the right to annul this Agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.
- 17. Public Records Act:** Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.
- 18. 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.
- 19. 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.
- 20. Captions:** The title and captions of this Agreement are added for convenience only, and shall not constitute part of this Agreement.
- 21. 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