

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

Agreement between the Yolo-Solano Air Quality Management District and (NAME)

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 (NAME) (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, the Board of Directors of DISTRICT authorized 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 shall update DISTRICT on the status of implementation of PROJECT no later than six (6) months from date of this Agreement and every six (6) months thereafter until PROJECT is completed.

- C. CONTRACTOR shall notify DISTRICT within 30 days following the completion of the project(s) described in Exhibit A, attached hereto and incorporated herein by this reference subject to the terms and conditions of this Agreement.
- D. 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.
- E. 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.
- F. The CONTRACTOR shall include the DISTRICT'S name and logo as sponsor on all public information materials, advertising, signs and displays prepared by CONTRACTOR in conjunction with the PROJECT.
- G. 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.
- H. No sooner than twelve (12) months, and no later than eighteen (18) months following the implementation date 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.
- I. 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

- J. 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 and provided documentation to DISTRICT.
 - 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, 2023 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 fail 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. To the fullest extent permitted by law, CONTRACTOR shall defend (with counsel acceptable to the DISTRICT which acceptance shall not be unreasonably withheld), indemnify, and hold harmless the DISTRICT, its officials, officers, employees, volunteers, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, causes of action, costs, expenses, fines, penalties, liability, loss, damage or injury of any kind, in law or equity, whether actual, alleged or threatened ("Liability"), which arise out of, pertain to, or relate to the performance required by this Agreement or failure to comply with this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Notwithstanding the foregoing, nothing herein shall be construed to require CONTRACTOR to indemnify the Indemnified Parties to the extent the Liability arises out of the active negligence or willful misconduct of the Indemnified Parties.
- C. If CONTRACTOR's obligation to defend, indemnify, and/or hold harmless arises out of CONTRACTOR's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, CONTRACTOR's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, and, upon CONTRACTOR obtaining a final adjudication by a court of competent jurisdiction, CONTRACTOR's liability for such claim, including the cost to defend, shall not exceed the CONTRACTOR's proportionate percentage of fault.
- D. CONTRACTOR's duty to defend, indemnify, and hold harmless shall not in any way be limited by, the insurance obligations contained in this Agreement.
- E. CONTRACTOR's duty to defend, indemnify, and hold harmless shall survive the termination or completion of this Agreement for the full period of time allowed by law.

F. Any SUBCONTRACTOR shall agree to be bound to the CONTRACTOR and the DISTRICT in the same manner and to the same extent as CONTRACTOR and any SUBCONTRACTOR shall further agree 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 and any Sub-SUBCONTRACTOR upon request.

6. Non-discrimination in Services and Benefits: CONTRACTOR certifies that any service provided pursuant to this Agreement shall be without discrimination based on race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability, age, citizenship status, genetic information, marital status, sexual orientation, gender identity, medical conditions, or political affiliations or activities in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the Administrator. For the purpose of this Agreement, distinctions on the grounds of race, color, national origin, religion, sex (including pregnancy, childbirth, and related medical conditions), disability, age, citizenship status, genetic information, marital status, sexual orientation, gender identity, medical conditions, or political affiliations or activities include but are not limited to the following: denying a participant any service or benefit 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 way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; or treating a participant differently from others in determining whether the participant has 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.

7. Notices:

A. All notices and demands shall be given in writing by personal delivery, certified mail, postage prepaid, and return receipt requested, or overnight delivery service. Notices shall be considered given upon the earlier of (a) personal delivery; (b) two (2) business days following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested; or (c) one (1) business day following deposit with an overnight courier. Notices shall be addressed as set forth below for the respective party; provided that if any party gives notice in writing of a change of name or address, notices to such party shall thereafter be given as requested in that notice.

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: (530) 757-3670

Email: Notify@ysagmd.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.

8. PREVAILING WAGE & CALIFORNIA LABOR CODE REQUIREMENTS

- A. CONTRACTOR is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, CONTRACTOR agrees to fully comply with such Prevailing Wage Laws. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the CONTRACTOR and all Sub-contractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- B. If the services are being performed as part of an applicable “public works” or “maintenance” project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the CONTRACTOR and all Sub-contractors performing such services must be registered with the Department of Industrial Relations. CONTRACTOR shall maintain registration for the duration of the Project and require the same of any Sub-contractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be CONTRACTOR’s sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.
- C. Any stop orders issued by the Department of Industrial Relations against CONTRACTOR or any Sub-CONTRACTOR that affect CONTRACTOR’s performance of services, including any delay, shall be CONTRACTOR’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered CONTRACTOR caused delay and shall not be compensable by the DISTRICT. CONTRACTOR shall defend, indemnify and hold the DISTRICT, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop

orders issued by the Department of Industrial Relations against CONTRACTOR or any Sub-CONTRACTOR.

9. 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:** It is expressly agreed that CONTRACTOR is not an employee or agent of the DISTRICT and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave. CONTRACTOR shall have responsibility for and control over the details and means of providing the Scope of Work under this Agreement. CONTRACTOR shall furnish, at its own expense, all labor, materials, equipment, tools, transportation and services necessary for the successful completion of the Scope of Work. CONTRACTOR, its officers, employees and agents shall not have any power to bind or commit the DISTRICT to any decision.

10. **District Not Obligated to Third Parties:** Nothing in this Agreement shall be construed to give any rights or benefits to third parties. DISTRICT shall not be liable for payment or obligated to any party other than the CONTRACTOR.

11. 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.

- 12. 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.
- 13. Amendment:** This Agreement may be amended only by written instrument signed by the DISTRICT and CONTRACTOR.
- 14. 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.
- 15. Applicable Laws:** CONTRACTOR shall comply with all applicable laws and regulations, including, but not limited to, any which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. CONTRACTOR shall defend DISTRICT and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that CONTRACTOR has violated any applicable law or regulation.
- 16. Applicable Law; Venue:** 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 and resolved in the Superior Court of California, County of Yolo. CONTRACTOR waives any removal rights it might have under State or Federal law.
- 17. 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.
- 18. 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.

- 19. 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.
- 20. 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.
- 21. Captions:** The title and captions of this Agreement are added for convenience only, and shall not constitute part of this Agreement.
- 22. 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. This Agreement, including all attachments, shall be subject to disclosure pursuant to the California Public Records Act.

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

“DISTRICT”

Yolo-Solano Air Quality Management District

By Mat Ehrhardt, P.E., APCO

“CONTRACTOR”

(Company Name)

By Authorized Signatory

EXHIBIT A
Work Statement

(Project description from application.) All changes to the PROJECT after application approval must have prior written approval by the District before the PROJECT begins.

EXHIBIT B
Cost Schedule

Applicant: _____

Budget: Total Project Amount: \$ _____
 Amount Awarded by YSAQMD: \$ _____

Project Title: _____

Project Time Line: Proposed Start Date: _____
 Implementation Date: _____
 Proposed End Date: _____
 Final Report Due: _____
 Project Life (years): _____

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

1.	Period XX/XX to XX/XX Activity Description:	\$ _____
2.	Period XX/XX to XX/XX Activity Description:	\$ _____
3.	Period XX/XX to XX/XX Activity Description:	\$ _____
4.	Period XX/XX to XX/XX Activity Description:	\$ _____
TOTAL		\$ _____

Total Budget Breakdown:

	YSAQMD Grant	Other Match	Total
Capital	\$ _____	\$ _____	\$ _____
Personnel	\$ _____	\$ _____	\$ _____
Grant Administration	\$ XXXXXXXXX	\$ _____	\$ _____
Totals	\$ _____	\$ _____	\$ _____

EXHIBIT C
Final Report Format

The general format for the final report should include the following items as detailed below. The final report may be emailed, faxed or returned by hard copy to the attention of Clean Air Funds, and is due within ninety (90) days following one full year of implementation of the project as described in Exhibit A or within thirty (30) days should this Agreement be terminated prior to the termination date set in Paragraph 3.A. Failure to provide the final report by the due date may disqualify the CONTRACTOR from receiving future DISTRICT grant funds.

1. Cover/Title Page/Agreement Number
2. Table of Contents – If necessary for text, tables, figures, photos, etc.
3. PROJECT Description as Implemented – Describe PROJECT, outlining why it was done, including 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 may 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 along with written approval from DISTRICT permitting these changes. 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.
7. Provide any PROJECT OUTCOMES.

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 along with written approval from DISTRICT permitting these changes. 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

9. Provide any PROJECT OUTCOMES.

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 along with written approval from DISTRICT permitting these changes
6. Provide amount of matching funds used and specify sources.
7. Provide estimated project life in years.
8. Provide any PROJECT OUTCOMES.

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 along with written approval from DISTRICT permitting these changes.
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, 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
9. Provide any PROJECT OUTCOMES.

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 or seeing the message? Did a behavioral change assist in or directly cause emissions reductions? If so, explain 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 along with written approval from DISTRICT permitting these changes.
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 (the time frame of the PROJECT)?
14. Provide any PROJECT OUTCOMES.

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. Contractor shall maintain for the duration of the contract, and for 2 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. 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, I.B and or 1.C below. The type and limits of liability requirements are as follows:

1. A. COMMERCIAL/GENERAL LIABILITY:

Bodily Injury and Property Damage on an occurrence basis 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: \$2,000,000/occurrence and \$4,000,000 annual aggregate or an aggregate of \$2,000,000 that applies separately to this Agreement.

B. 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 accident for bodily injury and property damage

C. FIDELITY INSURANCE

The CONTRACTOR shall provide the DISTRICT with proof of [Fidelity Insurance](#). The insurance must be maintained throughout the term of this Contract. Every officer, director, employee, or agent who is authorized to act on behalf of the CONTRACTOR for the purpose of receiving or depositing funds, or for issuing financial documents, checks, or other instruments of payment shall be insured to provide protection against loss. The amount of Fidelity coverage secured shall be at a minimum the value of the contract. Fidelity Insurance secured pursuant to this paragraph shall name Yolo-Solano Air Management Quality District as beneficiary.

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

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

3. **Self-Insured Retentions**

The CONTRACTOR as a Public Entity may have Self-Insured status. Self-insured retentions above \$25,000 must be declared to and approved by the DISTRICT. At the option of the DISTRICT, either: the CONTRACTOR shall allow the insurer to reduce or eliminate such self-insured retentions as respects to the DISTRICT, its officers, officials, employees, and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the DISTRICT guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or DISTRICT.

4. **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.

5. **Additional Insured:** It is mandatory that all of the Commercial/General Liability and the Business Automobile Liability insurance policies 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. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

6. **Waiver of Subrogation**

CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the DISTRICT has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the DISTRICT for all work performed by the CONTRACTOR, its employees, agents and subcontractors.

7. 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 A:VII, or better. An equivalent program of self-insurance is also acceptable.
- E. **District Risk Manager Exceptions:** Any exceptions to the above insurance requirements are subject to the concurrence of the DISTRICT'S Risk Manager.