

# ATTACHMENT 1: SAMPLE CONTRACT (SHORT FORM AGREEMENT)

## AGREEMENT NO. XX-XX

### YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT COMMUNITY AIR PROTECTION (AB 617) INCENTIVES PROGRAM

#### Agreement Regarding the Provision of Portable Indoor Air Filtration Units and Replacement Filters

THIS AGREEMENT (“Agreement”) is made effective **June 10, 2026** between the Yolo-Solano Air Quality Management District, a public agency of the State of California, (“DISTRICT”) and **(NAME)** (“CONTRACTOR”), jointly referred to as the “Parties” herein and who agree as follows.

**WHEREAS** the California Assembly and Senate passed Assembly Bill (AB) 617 in July 2017, directing the California Air Resources Board (CARB) to develop the Community Air Protection Program (CAPP) with the goal of reducing exposure in communities most impacted by air pollution; and

**WHEREAS**, CARB developed the CAPP Incentives Program Guidelines, and the DISTRICT has developed a Policies and Procedure Manual that incorporates and implement these CAPP guidelines (collectively referred to as the “CAPP Guidelines”); and

**WHEREAS**, funding for CAPP comes from Cap-and-Trade auction proceeds and all projects funded with CAPP incentive funding must align with the requirements of California Climate Investments (CCI) and the CCI Funding Guidelines; and

**WHEREAS**, CARB has proposed to allocate a portion of CAPP Incentive funds to the DISTRICT to implement projects pursuant to the CAPP, CCI Funding; and

**WHEREAS**, CARB has directed that at least 80 percent of CAPP Incentives must be invested in projects located in and benefitting disadvantaged and low-income communities (AB1550), with 70 percent invested in disadvantaged communities (SB535); and

**WHEREAS**, on May 11, 2022, the DISTRICT Board of Directors approved Resolution No. 22-01, authorizing local implementation of the CAPP Incentive Program, which provides incentives to companies and individuals for the purchase, repower and/or retrofit of low emission on and off-road mobile equipment, agricultural water pumps, infrastructure, and other projects; and

**WHEREAS**, on October 9, 2024, the DISTRICT Board of Directors approved Minute Order 24-15, authorizing local implementation of the residential air filtration CAPP project category; and

**WHEREAS**, CONTRACTOR has reviewed and is familiar with the CAPP Guidelines and other guidelines that are applicable to the funding sources used to fund equipment under this Agreement; and

**WHEREAS**, CONTRACTOR wishes to participate in the program by supplying portable indoor air filtration units and replacement filters and represents that the purchase is not required by any local, state, and/or federal rule, regulation, memorandum, or other legally binding agreement; and

**WHEREAS**, CONTRACTOR has requested that the DISTRICT provide CAPP Incentive Program monies to CONTRACTOR for those project(s) described in Exhibit A, subject to the terms and conditions set forth in this Agreement and/or set forth by law; and

**WHEREAS**, DISTRICT staff has carefully reviewed the described project(s) and have found them to be within the requirements of the CAPP Incentive Guidelines; and

**WHEREAS**, it is therefore recommended to authorize a grant not to exceed **\$130,000.00** to the CONTRACTOR for the project(s) described in Exhibit A.

**NOW THEREFORE**, the Parties agree as follows:

1. **Obligations of CONTRACTOR:**

- A. Within 180 days of execution of this Agreement, 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, and/or as required by federal, state or local laws. CONTRACTOR understands that said project(s) shall not be required by any local, state and/or federal rule, regulation, or MOU currently in effect.
- B. Unless otherwise directed by the Air Pollution Control Officer (hereinafter referred to as 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) as described in Exhibit A.
- C. 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.
- D. Prior to DISTRICT releasing any funds under this Agreement, CONTRACTOR is subject to all the following requirements or limitations:
  - 1) The project must meet the criteria listed under Requirements in Exhibit B, attached hereto and incorporated herein by this reference.
  - 2) The Agreement must be signed.
  - 4) CONTRACTOR must deliver the new equipment in fully operational condition. If the equipment is not delivered in fully operational condition, it must be replaced at CONTRACTOR's expense.
  - 7) CONTRACTOR shall provide a copy of the invoice for new equipment described in Exhibit A.
- E. CONTRACTOR shall follow the requirements as described in Exhibit B.
- F. CONTRACTOR understands and agrees that the DISTRICT has the authority and reserves the right to monitor and enforce the terms of this Agreement at any time.

- G. CONTRACTOR shall furnish the DISTRICT with certificate(s) of insurance as described in Exhibit E, attached hereto and incorporated herein by this reference.

2. **CONTRACTOR's Warranties:**

The CONTRACTOR warrants that:

- A. It has completed a Portable Indoor Air Filtration Units and Replacement Filters Application (Application) and all the information presented in the form is complete and accurate. CONTRACTOR's Application is incorporated by reference in this Agreement.
- B. The new equipment meets all the criteria established in the CAPP Guidelines in effect at the time this Agreement is signed, as well as the goals and objectives of the Program.
- C. The purchase of the new equipment described in Exhibit A is not required by any law or regulation.
- D. It will not make any modifications to or tamper with the new equipment in any manner.
- E. It has read and agrees to all requirements of the Program application and guidelines, including the applicable CAPP Guidelines. The CONTRACTOR also agrees to read and meet all subsequent revisions and advisories regarding the CAPP Guidelines.

3. **Obligations of DISTRICT:**

- A. During all or part of the project implementation, DISTRICT is responsible for monitoring the project to assure the project is operational, which may include the following:
  - 1) **Inspections and Audits:** The project funded under this Agreement may be subject to inspection by the District, or their designee at any time. Any inspection will be conducted at a reasonable time and with reasonable notice to CONTRACTOR.
- B. Except for the payment obligations set forth in Section 4 of this Agreement, DISTRICT shall have no other obligations or responsibilities to CONTRACTOR under this Agreement. In addition, DISTRICT has made no representations or guarantees regarding the quality, condition, or proposed use of the equipment funded under this Agreement.

4. **Payment:**

- A. DISTRICT shall pay CONTRACTOR an amount not to exceed **\$130,000.00** in accordance with Exhibit(s) A, B, and C subject to all the following limitations and requirements:
  - 1) 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.
  - 2) Labor, equipment, material, supply costs and other charges are in conformance with the requirements of Exhibit(s) A, B and C.
  - 3) No component of the monies to be paid by DISTRICT to CONTRACTOR is for grant administrative or any interest costs.

- 4) DISTRICT shall not reimburse the 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 and C.
- 5) Third Party Payment: At the time of invoicing, the CONTRACTOR may authorize DISTRICT to issue a two-party check to the vendor of the Participant's choice. If the CONTRACTOR does not request a two-party check, DISTRICT will issue a single-party check to the CONTRACTOR once proof of payment is received.
- 6) Taxation: Payments made under this Agreement may be subject to taxation. CONTRACTOR is encouraged to consult with a tax professional regarding the taxability of payments from this program. CONTRACTOR is not entitled to payment until it submits a completed W-9 form to the DISTRICT prior to payment. The payment information will be forwarded to both the State of California and the United States Treasury, and an IRS Form 1099 will be issued to the CONTRACTOR.

5. **Terms and Conditions:**

- A. The term of this Agreement is from the date on which the Agreement is signed by CONTRACTOR and terminate on **June 30, 2028**. Notwithstanding the expiration or early termination of this Agreement, DISTRICT security interest in the new equipment will continue in full force and effect until CONTRACT fully satisfies its obligations under this Agreement.
- B. 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.
- C. The Agreement term shall follow the time frames as described in Exhibit C.
- D. Notwithstanding anything to the contrary in this Agreement, DISTRICT may immediately terminate this Agreement if the DISTRICT's governing board or the APCO determines that CONTRACTOR's undertaking of the project(s) described in Exhibit A directly and significantly jeopardizes the health, safety and/or welfare of any person; and/or the projects are in violation of the requirements of the CMP or any other federal, state or local laws.
- E. DISTRICT may also terminate this Agreement if the DISTRICT does not receive all or a portion of the revenues received under CAP Incentives Program. If the DISTRICT terminates this Agreement under this paragraph, it will serve notice of the action on the CONTRACTOR within ten (10) business days.
- F. If this Agreement is terminated due to a breach by CONTRACTOR of its obligations and responsibilities as set forth in this Agreement, CONTRACTOR shall repay DISTRICT all grant monies paid to CONTRACTOR by DISTRICT pursuant to this Agreement within thirty (30) calendar days of the effective date of termination.
- G. This Agreement shall survive the termination of this Agreement for ten (10) years following end date as described by Section 4.A.

6. **Reimbursements:**

- A. Notwithstanding the provisions in Section 5 regarding termination, the CONTRACTOR is subject to the reimbursement requirements of this paragraph, which are in addition to, and do not offset or displace, any other recovery rights that DISTRICT may have in the event the Agreement is terminated or breached.
- B. APCO of the DISTRICT may, at his or her sole discretion, relieve in full or part, the obligation to reimburse funds after considering the circumstances leading to the failure to fulfill the minimum performance requirements. CONTRACTOR must submit request for such a waiver to the DISTRICT.

7. **Insurance:**

- A. Without limiting the obligation of CONTRACTOR to provide indemnification pursuant to Section 5 of this Agreement, CONTRACTOR shall maintain in force at all times during the term of this 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 Insurance Requirements attached hereto as Exhibit E 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 DISTRICT's Risk Manager.

8. **Indemnification:**

- 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 laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless the District and its officers, agents, employees and volunteers from and against any and 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 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 any 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. In providing any defense under this Section, Contractor shall utilize counsel approved by District Counsel in its reasonable discretion.
- C. Any subcontractor must agree to be bound to the District in the same manner and to the same extent as Contractor is bound to the District under this Agreement. Any

subcontractors must 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.

9. **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.

10. **Notices:**

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

A.

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

To CONTRACTOR:

B. In lieu of written notice to the above addresses, any party may provide notices through 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

Phone: (530) 757-3650  
Email: [airfilter@ysaqmd.org](mailto:airfilter@ysaqmd.org)

To CONTRACTOR

Phone:

Email:

- 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.

11. **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.

12. **Status of CONTRACTOR:**

- A. 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.
- B. It is further understood and agreed by the Parties hereto that CONTRACTOR, its officers, employees and agents shall not have any power to bind or commit the DISTRICT to any decision.
- C. It is further understood and agreed by all the Parties hereto that CONTRACTOR must issue 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.

13. **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.

14. **Audit of Records:**

- A. CONTRACTOR shall keep all necessary books and records in connection with the work performed under this Agreement in order that DISTRICT or a third-party designee may properly audit all expenditures made pursuant hereto. CONTRACTOR further agrees that DISTRICT or a third-party designee shall have access, at all reasonable times, to the books, records, and accounts kept by CONTRACTOR in connection with all monies expended under this Agreement, for purpose of making an audit of all expenditures made by CONTRACTOR in the performance of this Agreement.
- B. During the period of this Agreement and continuing for five (5) years after expiration or termination of this Agreement, CONTRACTOR shall retain such records as may be necessary for an audit of the work performed, expenditures made pursuant to this Agreement and an accounting of funds for this Agreement. Upon written request, CONTRACTOR shall retain, or surrender said records for such additional time as may be in progress at the time that the records retention requirements would have expired. At least thirty (30) calendar days prior to any destruction of these records at any time, CONTRACTOR shall notify the APCO. Upon such notification, the APCO shall either agree to the destruction or authorize the records to be forwarded to the DISTRICT office for further retention.

15. **Assignment and Subcontracts:**

The services required of CONTRACTOR under this Agreement are not assignable in whole or in part. In addition, CONTRACTOR shall not subcontract any portion of the services required of CONTRACTOR by this Agreement without the express written consent of the DISTRICT Governing Board or their designee. If any portion of the services required of CONTRACTOR is subcontracted, CONTRACTOR shall be fully responsible to the DISTRICT for all work undertaken by subcontractors.

16. **Amendment:**

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

17. **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 this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

18. **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.

19. **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.

20. **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 Governing Board. 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's Governing 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 DISTRICT Governing Board's decision. The decision of the DISTRICT's Governing Board on the appeal shall be final for purposes of exhaustion of administrative remedies.

21. **Statutory Limitations:**

This Agreement, and any payments to CONTRACTOR hereunder, are subject to the provisions and limitations based on or imposed by the CAP Guidelines, CCI Funding Guidelines and Moyer Guidelines. DISTRICT shall have no liability for payment of any monies that are found to be in contravention of the CAP Program or CCI Funding Guidelines. CONTRACTOR shall reimburse DISTRICT for any monies paid by DISTRICT to CONTRACTOR under this Agreement which are found to be in contravention of the CAP Program, CCI Funding Guidelines or Moyer Guidelines.

22. **Authorized Representative:**

The person executing this Agreement on behalf of CONTRACTOR affirmatively represents that he/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 understand that the DISTRICT is relying on this representation in entering into this Agreement.

23. **Entire Agreement:**

This Agreement constitutes the entire agreement between the DISTRICT and CONTRACTOR and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this 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 as indicated below.

Yolo-Solano Air Quality Management District  
"DISTRICT"

By \_\_\_\_\_

Gretchen Bennitt  
Executive Director/Air Pollution Control Officer

Date \_\_\_\_\_

(NAME)  
"CONTRACTOR"

By \_\_\_\_\_

(Name of Signatory)

Date \_\_\_\_\_

**EXHIBIT A  
WORK STATEMENT**

**Agreement Regarding the Provision of Portable Indoor Air Filtration Units and Replacement  
Filters**

**CONTRACTOR PROJECT DESCRIPTION:**

CONTRACTOR must deliver air filtration units and/or replacement filters to locations to be determined by the District to locations within Yolo and Solano Counties within thirty (30) days of the order being placed. The District may additionally purchase replacement filters to be delivered with each air filtration unit.

CONTRACTOR will guarantee the delivery of each unit. [Include CONTRACTOR'S policy for handling theft, damaged, or lost products as described in CONTRACTOR'S RFP Exhibit A: RFP Application].

For each unit (including the replacement filters) arriving later than forty-five (45) days past the order date, CONTRACTOR will reduce the unit price by 10%.

The air filtration units being delivered by CONTRACTOR must be the following make and model: XXX. The air filtration unit and one year of replacement filters must cost no more than \$XX. DISTRICT will not reimburse CONTRACTOR for expenses greater than \$XX per air filtration unit and year of replacement filters.

## **EXHIBIT B REQUIREMENTS**

The following requirements must be satisfied by the CONTRACTOR:

1. The new portable air filtration units and replacement filters must meet all the criteria established by the CAP Guidelines in effect at the time this Agreement is signed, including, but not limited to the following:
  - a. The unit must use a true high-efficiency particulate air (HEPA) filter rated to remove 99.97% of particles measuring 0.3 micrometers or greater; air filtration units using HEPA-like, HEPA-type, or non-HEPA filters are not eligible.
  - b. The unit must have a noise threshold at or below 45 decibels.
  - c. The unit must be certified by CARB to ensure that it emits no more than 0.050 parts per million of ozone.
  - d. The unit must be Clean Air Delivery Rating (CADR) certified by the Association of Home Appliance Manufacturers (AHAM) through AHAM's Portable Electric Room Air Cleaner Certification Program.
  - e. The unit must have an AHAM-certified CADR value of at least 97 for tobacco smoke.
  
2. Prior to the release of funds by the DISTRICT, CONTRACTOR must satisfy the requirements listed below:
  - a. Deliver the air filtration unit and one year of replacement filters as specified in EXHIBIT A, WORK STATEMENT.
  - b. Provide District with delivery confirmation.
  - c. Submit a W-9 IRS form to the DISTRICT, with the signed Agreement.
  - d. Documents as described in Exhibit E; Insurance Requirements must be provided to the DISTRICT.
  
3. Display on the equipment that partial funding was made available from the DISTRICT. Graphics used for this purpose will be provided by DISTRICT Staff.
  
4. Notify the DISTRICT in writing if implementation of this PROJECT will deviate from the scope of work outlined in the CONTRACTOR'S Request for Quotes application. This notification will be submitted at least 30 days in advance of any request for payment and must be approved by the APCO prior to the disbursement of any funds.

### **Records and Records Retention**

This Agreement requires the CONTRACTOR to maintain records and retain the records after the term of the Agreement. For replacement project, records shall be retained for no less than ten (10) years following equipment delivery.

**EXHIBIT C  
COST SCHEDULE AND PROJECT MILESTONES**

<b>Budget:</b>	Amount to be Awarded by YSAQMD	\$130,000.00
	Co-funding (including in-kind)	\$0.00
	Total Project Amount:	\$130,000.00

<b>Project Timeline:</b>	Proposed Start Date:	<b>6/10/2026</b>
	Proposed Project Completion End Date:	<b>6/30/2028</b>
	Project Implementation/Life End Date:	<b>6/30/2028</b>

**Total Budget Breakdown:**

	DISTRICT Grant	Other Match/ Co-Funding	Total
Capital	\$130,000.00	\$0.00	\$130,000.00
Grant Administration	\$0.00	\$0.00	\$0.00
Totals	\$130,000.00	\$0.00	\$130,000.00

**Project Milestones**

Projected Timeline:	One quarter of units delivered	Date: 10/1/2026
	Two quarters of units delivered	Date: 1/1/2027
	Three quarters of units delivered	Date: 4/1/2027
	All units delivered	Date: 7/1/2027

AGREEMENT must be fully executed, and the project must be completed and accepted by the District prior to release of grant funds in accordance with Exhibits A and B. Copies of the information below must be submitted to the District once the new equipment is delivered, and prior to the release of DISTRICT funds.

**Payment:**

Payment(s) shall be made by the DISTRICT to the CONTRACTOR within thirty (30) days after all requirements are met as outlined in the Agreement.

**EXHIBIT D  
REPORTING REQUIREMENTS**

There are no reporting requirements for this project.

**EXHIBIT E**  
**INSURANCE REQUIREMENTS**

1. During the term of this Agreement, CONTRACTOR shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.
  - A. Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:
    - 1) Comprehensive General Liability – \$2,000,000/occurrence and \$4,000,000/aggregate that applies separately to this project (ISO CG 25 03 or 25 04). This policy shall not contain any exclusions contrary to the Agreement including but not limited to endorsements or provisions limited coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
    - 2) Automobile Liability – \$1,000,000/occurrence (general) and \$500,000/occurrence (property) [include coverage for Hired and Non-owned vehicles.]
    - 3) Workers’ Compensation – Statutory Limits/Employers’ Liability - \$1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)
  - B. The DISTRICT, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers’ compensation.
    - 1) The Additional Insured coverage under the CONTRACTOR’s policy shall be “primary and non-contributory” and will not seek contribution from the DISTRICT’s or self-insurance and shall be at least as broad as CG 20 01 04 13.
    - 2) The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the DISTRICT (if agreed to in a written contract or agreement) before the DISTRICT’s self-insurance shall be called upon to protect it as a named insured.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.
2. Other Insurance Provisions
  - A. **Additional Insured Status** - The District, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor’s insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate

endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

- B. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the District's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.
  - C. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the District.
  - D. **Waiver of Subrogation** – Contractor hereby grants to the District a waiver of any right to subrogation which any insurer of said Contractors may acquire against the District by virtue of the payment or any loss under such insurance. 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.
    - 1) The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the District (if agreed to in a written contract or agreement) before the District's own Insurance or self-insurance shall be called upon to protect it as a named insured.
    - 2) Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the District specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.
    - 3) The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the District reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.
    - 4) Any deductibles or self-insured retentions must be declared to and are subject to the approval of the District. All self-insured retentions (SIR) must be disclosed for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or the District.
    - 5) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the District.
    - 6) The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.
    - 7) For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the District, its officers, agents, employees and volunteers. Any insurance maintained by the District shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.
3. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the District with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the District
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before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

4. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.
5. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the District in the same manner and to the same extent as Contractor is bound to the District under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the District. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).
6. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.