

Fresno County Rural Transit Agency

2035 Tulare Street, Suite 201, Fresno, CA 93721
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www.ruraltransit.org

FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

MEETING AGENDA

DATE: Thursday, March 30, 2017

TIME: 5:30pm, **AFTER** the Fresno Council of Governments (FCOG) Meeting

PLACE: FCOG / FCRTA Offices

Sequoia Conference Room

Fresno, CA 93721

(Corner of Tulare and Van Ness Ave. - above Club One

Park in Underground Garage - Entrance off Tulare & Van Ness Ave.

Exit Elevator on Tulare St., Turn Left, Enter Lobby Door,

Up Elevator to Second Floor, Left to Sequoia Conference Room

Americans with Disabilities Act (ADA) Accommodation

The Fresno COG / FCRTA offices and restrooms are ADA accessible. Individuals with disabilities may call (559-233-4148) / FCRTA (559-233-6789) at least 3 days in advance, to request auxiliary aids and/or translation services necessary to participate in the public meeting / public hearing. If Fresno COG / FCRTA are unable to accommodate an auxiliary aid or translation request for a public hearing after receiving proper notice, the hearing will be continued on a specified date when accommodations are available.

AB 23 Requirement: In accordance with the Brown Act and AB23 the amount of stipend paid to members of the Board of Directors for attending this meeting of the Fresno County Rural Transit Agency, is \$50.00.

1. ROLL CALL

Public Presentations - This portion of the meeting is reserved for persons wishing to address the FCRTA Board on items within its jurisdiction but not on this Agenda.

NOTE: The public may also comment on any Agenda item, as they are presented, prior to action by the FCRTA Board.

2. ACTION ITEMS

A. Approve Executive Minutes of February 23, 2017 (Attachment)

B. San Joaquin Regional Transit District Agreement with the San Joaquin Valley Air Pollution Control District (Air District), No. C-51036-A

Summary:

The Air District recently awarded FCRTA a \$3,062,593 grant to purchase four (4) forty (40) foot zero emission electric buses (Proterra) and for (4) depot chargers. FCRTA has a match requirement of \$838,312, which consists of \$335,325 cash match and \$402,987 in the form of in-kind match. The cash match is in the annual budget specifically for this project. FCRTA will be required by the grant to put the buses and depot chargers into service and provide written reports to the Air District. The grant requires an agreement between the Air District and FCRTA. The Air

District prepared a proposed Grant Agreement for FCRTA's review, which is enclosed. The FCRTA General Manager has identified certain required changes to Sections 4 (Standards of Performance), 7 (Match Fund Requirement), and 9 (Payments) of the Grant Agreement to conform FCRTA's obligations and financial commitments to those described above. FCRTA's General Manager and legal counsel will work with the Air District to make the required changes to the Grant Agreement prior to execution.

Action:

Approve and authorize General Manager to execute Grant Agreement with the Air District in the amount not to exceed \$3,062,593, subject to appropriate revisions being made to Sections 4, 7, and 9, as determined by General Manager, and approval as to legal form by legal counsel.

3. CONSENT ITEMS

A. 2018-2022 Short Range Transit Plan for the Rural Fresno County Area

Summary:

The Short Range Transit Plan (SRTP) for the rural Fresno County Area has been developed by the Fresno Council of Governments (Fresno COG), and updated by FCRTA in cooperation with the Cities of Coalinga, Firebaugh, Fowler, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, Sanger, San Joaquin, Selma, the County of Fresno, and the Fresno Economic Opportunities Commission (FEOC). The SRTP for the Rural Fresno County Area provides a five (5) year action-oriented program to implement the Public Transportation Element of the Regional Transportation Plan (2014). The SRTP as implemented provides a basis for local governments to demonstrate that the public transportation needs within their jurisdiction have been, and may continue to be, reasonably met.

Fresno COG, acting in its capacity as the Regional Transportation Planning Agency for Fresno County is required by the Transportation Development Act to annually make findings that public transportation needs have been reasonably met before it may approve local Transportation Fund claims for street and road projects. The services and ridership data are continually monitored and evaluated to determine beneficial modifications and/or Plan amendments. Public involvement is continually sought in conjunction with the ongoing planning and implementation process. This document is a direct result of that process and is updated every two (2) years. The SRTP for the Rural Fresno County Area serves as a valuable resource document of specific information for citizens and local elected officials. The document is available for your review on the Fresno COG website: www.fresnocog.org and FCRTA website: www.ruraltransit.org effective March 27, 2017.

Action:

Staff recommends approval of the 30 day public review process starting March 27, 2017 with a proposed April 27, 2017 adoption following a public hearing.

B. Title VI of the Civil Rights Act of 1964 Program Updates as required by the Federal Transit Administration (FTA) and Caltrans

Summary:

Our current Title VI program expires 6/30/2017 and to continue to be eligible for State and Federal funding, FCRTA is required to update the program. This update has been submitted to Caltrans for a preliminary review before it is sent to FTA for final review and approval. Any and all updates will be incorporated into the document during the review period before final Board

approval. The document is available for your review on the Fresno COG website: www.fresnocog.org and FCRTA website: www.ruraltransit.org effective March 27, 2017.

Action:

Staff recommends approval of the 30 day public review process starting March 27, 2017 with a proposed April 27, 2017 adoption following a public hearing.

4. OTHER BUSINESS

A. Items from staff.

B. Items from members.

5. ADJOURNMENT



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FRESNO COUNTY RURAL TRANSIT AGENCY (FCRTA)

Executive Minutes

Thursday, February 23, 2017 at 7:30 PM after COG Policy Board Meeting
COG Sequoia Conference Room
2035 Tulare St., Suite 201, Fresno, CA 93721

Members Attending:

Mayor David Cardenas, City of Fowler
Mayor Rhonda Armstrong, City of Kerman
Mayor Rolando Castro, City of Mendota
Mayor Victor Lopez, City of Orange Cove
Mayor Anita Betancourt, City of Reedley
Mayor Pro Tem Amarpreet Dhaliwal, City of San Joaquin
Mayor Michael Derr, City of Selma
Mayor Michelle Roman, City of Kingsburg
Mayor Rey Leon, City of Huron
Mayor Frank Gonzalez, City of Sanger
Mayor Alma Beltran, City of Parlier
Supervisor Sal Quintero, Fresno County

Moses Stites, General Manager
Arthur Wille, County Counsel
Trai-Her Cole, FCOG

Absent:

Mayor Nathan Vosburg, City of Coalinga
Mayor Brady Jenkins, City of Firebaugh

QUORUM: At the start of the meeting there were 11 members present representing 100% of the population and there was a quorum to conduct business. (Fowler, Kerman, Mendota, Orange Cove, Reedley, San Joaquin, Selma, Kingsburg, Huron, Sanger, Parlier, Fresno Co.)

1. ROLL CALL – Meeting called to order at 7:30 P.M

Public Presentations – None

2. ACTION ITEMS

A. Approved Executive Minutes of January 26, 2017

Mayor Rolando Castro (Mendota) made a motion, seconded by Mayor Lopez (Orange Cove) to approve the consent items as presented. A vote was called for and the motion carried.

3. CONSENT ITEMS

- A. Triennial Performance Audit for FY 2012-13, 2013-14 and 2014-15
- B. 2015 – 16 Annual Productivity Evaluation
- C. Caltrans Low Carbon Transit Operations Program (LCTOP) allocation of \$98,896.00 to FCRTA, Resolution No. 2017-02

Mayor Rolando Castro (Mendota) made a motion, seconded by Mayor Frank Gonzalez (Sanger). A vote was called for and the motion carried.

4. OTHER BUSINESS

Items from Staff

- Moses addressed the Board with handouts of the UnMet Transit Needs Public Hearings in the City of Orange Cove, City of San Joaquin and City of Clovis. These are annual Unmet Public Hearings held for transportation needs through the COG. FCRTA is the primary transit operator in the rural communities and host these meetings to get comments from the general public as well as elected officials. The meetings went well and the report will be coming back from the SSTAC committee in the event you may have any questions.
- Also, a good article that was published a few weeks back and the reporter promised that she wouldn't print it until we had a ribbon cutting in one of the locations because I wanted to get all the units to the cities but they were very anxious because of the fact we're the first county that's installing these units. The photo in the article is in the City of Kingsburg behind the library parking lot and doesn't have signs installed. The 3 signs – one is reserved for electric vehicles only, one for city vehicle – the other is for general public use only.
- Moses congratulated everyone on the effort in getting all this done. Moses, also apologized to the City Managers and Public Works because I was pretty tenacious on getting them to coordinate the delivery during the winter months.
- Mayor Lopez (Orange Cove) personally thanks Moses in behalf of the City of Orange Cove and the community for all that Moses has done.
- Moses stated that now is the time to apply for funding to purchase electric vehicles and also residents to apply for funding for electric vehicles.
- The Local Air District & Air Resources Board and California Energy Commission are starting to publicize offering additional funding to Fresno County for like projects.

Items from Members

Mayor Leon (Huron) thanked Moses for excellent job and hoping electric buses will come to their community soon and appreciate all his work.

5. ADJOURNMENT at 7:45 p.m.

Respectfully submitted.



Moses Stites, General Manager

Fresno County Rural Transit Agency

AGREEMENT

This Agreement is made and entered into this ____ day of _____, 2016 and is in effect between November 1, 2016 and June 30, 2020, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT (District), a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq., and **Fresno County Rural Transit Agency**, (Contractor).

WITNESSETH:

WHEREAS, despite major reductions in emissions and corresponding improvements in air quality, the San Joaquin Valley continues to face difficult challenges in meeting the federal ambient air quality standards; and

WHEREAS, the California Global Warming Solutions Act of 2006 (Assembly Bill (AB) 32; Nuñez, Chapter 488, Statutes of 2006), establishes the Low Carbon Transportation Greenhouse Gas Reduction Fund (GGRF) Investments and the California Alternative and Renewable Fuel, Vehicle Technology, Clean Air, and Carbon Reduction Act of 2007 (AB 118, Nunez, Chapter 750, Statutes of 2007) establishes the Air Quality Improvement Program (AQIP), which authorizes the California Air Resources Board (ARB) to administer the Zero-Emission Truck and Bus Pilot Commercial Deployment Projects; and

WHEREAS, under AQIP and GGRF, ARB issued the solicitation entitled "Zero-Emission Truck and Bus Pilot Commercial Deployment Projects" on October 1, 2015, to provide funding for projects that would help accelerate the deployment of a variety of commercially available medium- and heavy-duty zero-emission vehicles by placing a significant number of zero- and near zero- emission buses, freight, and delivery trucks in strategic truck and bus hubs; and

WHEREAS, District submitted the San Joaquin Valley Transit Electrification Project (Project) in response to ARB's solicitation and on April 14, 2016

1 ARB notified District of preliminary selection of its Project which lists Contractor as a
2 participant of the Project; and

3 **WHEREAS**, on June 16, 2016 District's Governing Board authorized the
4 Executive Director/APCO to enter into agreements with ARB and subcontractor(s), as
5 necessary, to administer and implement District's projects selected for funding through
6 the Zero-Emission Truck and Bus Pilot Commercial Deployment Project ; and

7 **WHEREAS**, on November 14, 2016 District executed grant agreement
8 G14-LCTI-12 with ARB to perform the activities set forth therein; and

9 **WHEREAS**, Contractor represents that it is willing and able to perform
10 the activities set forth herein.

11 **NOW, THEREFORE**, based on their mutual promises, covenants, and
12 conditions, the parties hereby agree as follows:

13 **1. PROJECT**

14 Contractor shall receive grant funding provided by ARB and administered
15 by District to implement the Project by purchasing and deploying four (4) Proterra
16 battery-electric extended-range zero-emission public transit buses, and arranging for
17 the installation and deployment of four (4) Proterra depot chargers in the Contractor's
18 jurisdictions and other requirements set forth in District's ARB Award Agreement;
19 attached hereto and incorporated herein as **Exhibit A**. Contractor agrees to furnish all
20 labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to
21 perform and complete per schedule, in a professional manner, the services described
22 herein. Contractor represents that Contractor has the expertise necessary to
23 adequately perform the project specified in **Exhibit A**.

24 In the event of any conflict between or among the terms and conditions of
25 this Agreement or the exhibit incorporated herein, such conflict shall be resolved by
26 giving precedence in the following order of priority:

- 27 1. The text of this Agreement
28 2. Exhibit A to this Agreement

1 **2. PERIOD OF PERFORMANCE/TIMETABLE**

2 Project Term for this Agreement shall be from November 1, 2016 through
3 June 30, 2020. Contractor shall commence performance of work and produce all work
4 products in accordance with the work schedule and deadlines for performance
5 identified in **Exhibit A** within the Project Term, unless otherwise extended in writing by
6 District and as approved by ARB, or if this Agreement is terminated sooner as
7 provided for elsewhere in this Agreement. Modifications to this Agreement to allow due
8 date flexibility are subject to the terms specified in Paragraph 22 of this Agreement and
9 as identified in Exhibit A.

10 **3. REPORTING REQUIREMENTS**

11 District is required to provide ARB status reports at a minimum of three-
12 month intervals for the duration of the Project Term, and provide ARB a final report at
13 the completion of the Project. Contractor must provide District information necessary
14 to complete status reports and the final report as required and identified in **Exhibit A**.
15 Contractor must provide the District the necessary information to complete status
16 reports two (2) weeks prior to required submittal date to ARB. Contractor must provide
17 District the necessary information to complete the final report thirty (30) days before it
18 is due to ARB.

19 **4. STANDARD OF PERFORMANCE**

20 Contractor, its subcontractors and their employees, in the performance of
21 Contractor's work under this Agreement shall be responsible for exercising the degree
22 of skill and care required by customarily accepted good professional practices and
23 procedures used in the Contractor's field.

24 Any costs for failure to meet the foregoing standard or to correct
25 otherwise defective work that requires duplicate performance of the work, as directed
26 by ARB or District, shall be borne in total by Contractor and not ARB or District. The
27 failure of a project to achieve the performance goals and objectives stated in this
28 Agreement is not a basis for requesting duplicate performance unless the work

1 conducted by Contractor and/or its subcontractors is deemed by ARB or District to
2 have failed the foregoing standard of performance.

3 **A.** In the event Contractor or its subcontractors fail to perform in
4 accordance with the above standard:

5 1. Contractor will perform again, at its own expense,
6 any task which was not performed to the reasonable satisfaction of ARB or District. Any
7 duplicate performance pursuant to this paragraph shall be completed within the time
8 limitations originally set forth for the specific task involved. Contractor shall incur any
9 overtime required to meet the deadline for the task at no additional cost to ARB or
10 District;

11 2. ARB and District shall provide a new schedule for the
12 duplicate performance of any task pursuant to this paragraph in the event that such
13 performance of a task within the original time limitations is not feasible; and

14 3. District, under the direction of ARB where necessary,
15 shall have the option to direct Contractor not to repeat the performance of any task
16 which was not performed to the reasonable satisfaction of District and/or ARB pursuant
17 to application of (1) and (2) above. In the event District directs Contractor not to repeat
18 the performance of a task, District and Contractor shall negotiate a reasonable
19 settlement for satisfactory work performed. No previous payment shall be considered a
20 waiver of District's right to reimbursement.

21 Nothing contained in this section is intended to limit any of the rights or
22 remedies which ARB or District may have under law.

23 **5. INDEPENDENT CONTRACTOR**

24 In performance of the work, duties, and obligations assumed by
25 Contractor under this Agreement, it is mutually understood and agreed that Contractor,
26 including any and all of Contractor's subcontractors, officers, agents, and employees,
27 will at all times be acting and performing as an independent contractor and shall act in
28 an independent capacity and not as an officer, agent, servant, employee, joint venture,

1 partner, or associate of District. Furthermore, District shall have no right to control or
2 supervise or direct the manner or method by which Contractor shall perform its work
3 and function. However, District shall retain the right to administer this Agreement so as
4 to verify that Contractor is performing its obligations in accordance with the terms and
5 conditions thereof. Contractor and District shall comply with all applicable provisions of
6 law and the rules and regulations, if any, of governmental authorities having jurisdiction
7 over matters the subject thereof.

8 Due to its status as an independent contractor, Contractor shall have
9 absolutely no right to employment rights and benefits available to District employees.
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
11 all legally required employee benefits. In addition, Contractor shall be solely
12 responsible and save District harmless from all matters relating to payment of
13 Contractor's employees, including compliance with social security, withholding, and all
14 other regulations governing such matters. It is acknowledged that during the Project
15 Term of this Agreement, Contractor may be providing services to others unrelated to
16 District or to this Agreement.

17 **6. FUNDING**

18 The total obligation of District under this Agreement shall not exceed
19 **Three Million Sixty Two Thousand and Five Hundred Ninety Three dollars**
20 **(\$3,062,593)** and shall only be for equipment, services and activities identified in
21 **Exhibit A** for Contractor's part in the Project.

22 **7. MATCH FUNDING REQUIREMENT**

23 The total match requirement of Contractor under this Agreement shall not
24 be less than **Eight Hundred Thirty Eight Thousand and Three Hundred Twelve**
25 **dollars (\$838,312)**. From this total no less than **Three Hundred Thirty Five**
26 **Thousand and Three Hundred Twenty Five dollars (\$335,325)** shall be in the form of
27 cash and no less than **Five Hundred Two Thousand and Nine Hundred Eighty**
28 **Seven dollars (\$502,987)** shall be in the form of in-kind funding as identified in **Exhibit**

1 A for Contractor's part in the Project. Prior to the end of the Project Term, Contractor
2 shall provide District sufficient documentation substantiating match requirements have
3 been fully committed.

4 **8. FINANCIAL RECORD**

5 Without limitation of the requirement to maintain project accounts in
6 accordance with generally accepted accounting principles, Contractor must

7 1. Establish an official file for the Project that will adequately
8 document all significant actions relative to the Project;

9 2. Establish separate accounts that will adequately and
10 accurately depict all amounts received and expended, including match contributions as
11 identified in Paragraph 7, on the Project;

12 3. Establish separate accounts that will adequately and
13 accurately depict all income received and expended on the Project; and

14 4. Establish an accounting system that will adequately depict
15 final total costs of the Project, including both direct and indirect costs.

16 **9. PAYMENTS**

17 District agrees to reimburse Contractor for actual allowable expenditures
18 incurred in accordance with the Budget as set forth in **Exhibit A**. Contractor can only
19 bill for actual expenses incurred, as set forth in **Exhibit A**, with flexibility as allowed and
20 pre-approved in writing by District in accordance with **Exhibit A**.

21 Advance payments shall not be permitted without expressed written
22 consent by District. Payments shall be permitted only at such time that equivalent
23 services have been satisfactorily rendered. District shall reimburse Contractor after
24 receipt and verification of a properly supported claim for payment and after the claim
25 for payment has been approved by District and ARB, and payment from ARB has been
26 received by District.

27 District will submit Contractor claim for payment and invoices to ARB for
28 approval and reimbursement within thirty (30) calendar days of receipt, verification,

1 evaluation and, if necessary, inspection by District staff, of a properly supported District
2 Claim for Payment Form, invoice(s), and other supporting documentation. The claim
3 for payment, invoice(s), and other supporting documentation must set forth that the
4 work for which compensation is sought was satisfactorily completed in accordance and
5 pursuant to this Agreement and as set forth in **Exhibit A**.

6 Concurrently with the submission of any claim for payment, Contractor
7 shall include an itemized list of all charges and copies of all receipts or invoices
8 necessary to document these charges, including backup documentation for actual
9 expenditures, vendors' invoices, checks, receipts, and the like that complete payment
10 has been made or invoiced for expenses authorized for the project as defined in this
11 Agreement and as set forth in **Exhibit A**. Claims and all supporting documentation
12 shall be submitted to District for reimbursement via one of the following methods:

13 Hand-delivery or mail: San Joaquin Valley Air Pollution Control District
14 Attention: Mr. David Lopez
15 1990 East Gettysburg Avenue
16 Fresno, California 93726-0244

17 Email: David.Lopez@valleyair.org

18 Following review and payment from ARB, payment received by District
19 will be issued to Contractor.

20 District may deny reimbursement if claim for payment forms or invoices
21 are erroneous or incomplete, if the proper supporting documentation is not received, or
22 if the claim for payment was deemed ineligible, in whole or in part, by District and/or
23 ARB. District is not responsible for reimbursement to Contractor for claims, invoices,
24 expenses or other reimbursement requests deemed ineligible and/or non-reimbursable,
25 in whole or in part, by ARB. Contractor will only be reimbursed for eligible items as set
26 forth in **Exhibit A**.

27 The amount to be paid to Contractor under this Agreement includes sales
28 and use taxes, if any, incurred pursuant to this Agreement, including any such taxes

1 due on equipment purchased by Contractor. Contractor shall not receive additional
2 compensation for reimbursement of such taxes and shall not decrease work to
3 compensate therefore.

4 **10. SURPLUS FUNDS**

5 Any compensation not expended by Contractor pursuant to the terms and
6 conditions of this Agreement by the Project Term end date shall automatically revert to
7 District. Only expenditures incurred by Contractor in the direct performance of this
8 Agreement within the Project Term as identified in Paragraph 2 will be reimbursed by
9 District. Allowable expenditures under this Agreement are specifically established and
10 identified in **Exhibit A**.

11 **11. CLOSEOUT PERIOD**

12 Contractor shall submit all final claims no later than **January 6, 2020**. No
13 action will be taken by District on claims submitted beyond the closeout period without
14 prior written authorization.

15 **12. NON-ALLOCATION OF FUNDS**

16 The terms of this Agreement and the services to be provided thereunder
17 are contingent on the approval and receipt of funds by the appropriating government
18 agency. Should sufficient funds not be allocated, the services provided may be
19 modified or this Agreement terminated at any time by giving Contractor written notice
20 thirty (30) days prior to such modification or termination.

21 **13. USE OF FUNDS RESTRICTION**

22 Contractor agrees that funds under this award cannot be used for
23 emissions reductions that are mandated under federal, state, or local law. This refers to
24 specific compliance dates within the mandate, not when the mandate is passed.
25 Voluntary or elective emissions reductions measures shall not be considered to be
26 "mandated," regardless of whether the reductions are included in the state
27 implementation plan of a state.

28 ///

1 **14. TERMINATION**

2 **Breach of Agreement**

3 District may immediately suspend or terminate this Agreement in whole or
4 in part where, in the determination of District and/or ARB, there is

- 5 1. An illegal or improper use of funds;
6 2. A failure to comply with any term of this Agreement
7 including **Exhibit A** by Contractor;
8 3. A substantially incorrect or incomplete report or deliverable
9 submitted to District by Contractor; or
10 4. An improperly performed service and/or improperly
11 completed project.

12 In no event shall any payment by District constitute a waiver by District
13 of any breach of this Agreement or any default, which may then exist on the part of
14 Contractor. Neither shall such payment impair or prejudice any remedy available to
15 District with respect to the breach or default. District shall have the right to demand of
16 Contractor the repayment to District of any and all funds disbursed to Contractor under
17 this Agreement which in the judgment of District were not expended in accordance
18 with the terms of this Agreement. Contractor shall promptly refund any such funds
19 upon demand.

20 In addition to immediate suspension or termination, District may impose
21 any other remedies available at law, in equity, or otherwise specified in this
22 Agreement.

23 **B. Without Cause**

24 The terms of this contract are contingent on the approval of funds by the
25 appropriating governmental agency or agencies. Should funds not be allocated, this
26 contract may be terminated at any time by giving thirty days prior written notice.

27 **15. GOVERNING LAW**

28 This Agreement shall be governed in all respects by the laws of the State

of California. Venue for any action arising out of this Agreement shall only be in Fresno County, California.

16. AUDITS AND INSPECTIONS

Contractor shall at any time during regular business hours, and as often as District and/or ARB may deem necessary, make available to District and ARB for examination all of its records and data with respect to the matters covered in this Agreement within the terms of this Agreement and in accordance with **Exhibit A**. Contractor shall, upon request by District and/or ARB, permit District and ARB to audit and inspect all such records and data necessary to ensure Contractor's compliance with the terms of this Agreement.

If deemed necessary, Contractor shall be subject to an audit by District and/or ARB or its authorized representative to determine if the funding and revenues received by Contractor were utilized as provided by law and this Agreement. If, after audit, District makes a determination that funds provided to Contractor pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, Contractor agrees to immediately reimburse District all funds determined to have been expended not in conformance with said provisions.

Upon written request from District and/or ARB, Contractor shall provide detailed documentation of all expenses at any time throughout the project. In addition, Contractor agrees to allow District and/or ARB or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the Project Term of this Agreement and for a period of three (3) years after the end of the Project Term, unless District notifies Contractor, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, Contractor agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Contractor agrees to include a similar right to audit in any subcontract.

Contractor shall be subject to the examination and audit of the auditor

1 general for a period of three (3) years after final payment under contract (Government
2 Code § 8546.7).

3 **17. RETENTION OF RECORDS**

4 Contractor shall retain all project records and data for activities performed
5 under this Agreement, including financial and service revenue records, progress
6 reports, and payment requests as specified in **Exhibit A**, for a minimum of three (3)
7 years after the final payment has been received or three (3) years after the end of the
8 Project Term or until all state audits are completed for that fiscal year, whichever is
9 later, unless otherwise specified in the funding Agreement.

10 **18. FALSE CLAIM**

11 Contractor is advised that providing false, fictitious, or misleading
12 information with respect to the receipt and disbursement of ARB and/or District grant
13 funds may result in criminal, civil, or administrative fines and/or penalties. Contractor,
14 and its sub-grantees, must promptly refer to Office of the Inspector General and District
15 any credible evidence that a principal, employee, agent, sub-grantee contractor,
16 subcontractor, loan recipient, or other person has submitted a false claim under the
17 False Claims Act or has committed a criminal or civil violation of laws pertaining to
18 fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds
19 provided under this grant or sub-grants awarded by District.

20 **19. CONFLICT OF INTEREST**

21 No officer, employee, or agent of District who exercises any function or
22 responsibility for planning and carrying out the services provided under this Agreement
23 shall have any direct or indirect personal financial interest in this Agreement.
24 Contractor shall comply with all federal and state conflict-of-interest laws, statutes, and
25 regulations, which shall be applicable to all parties and beneficiaries under this
26 Agreement and any officer, agent, or employee of District.

27 **20. COMPLIANCE WITH LAWS**

28 Contractor shall comply with all federal and state laws, statutes,

1 regulations, rules, and guideline that apply and obtain any and all permits required to
2 its performance under this Agreement and those specified in **Exhibit A**, including
3 California driving eligibility, financial liability, prevailing wage and/or public works laws.

4 **21. NONDISCRIMINATION STATEMENT OF COMPLIANCE**

5 During the performance of this Agreement, Contractor and its
6 subcontractors shall not unlawfully discriminate, harass or allow harassment, against
7 any employee or applicant for employment because of sex, sexual orientation, race,
8 color, ancestry, religious creed, national origin, disability (including HIV and AIDS),
9 medical condition (cancer), age, marital status, and denial of family care leave.
10 Contractor and its subcontractors shall insure that the evaluation and treatment of their
11 employees and applicants for employment are free of such discrimination and
12 harassment. Contractor and its subcontractors shall comply with the provisions of the
13 Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the
14 applicable regulations promulgated thereunder (California Code of Regulations, Title 2,
15 Section 7285.0 et seq.). The applicable regulations of the Fair Employment and
16 Housing Commission implementing Government Code Section 12990 (a-f) , set forth in
17 Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated
18 into this Agreement by reference and made a part of it as if set forth in full. Contractor
19 and its subcontractors shall give written notice of their obligations under this clause to
20 labor organizations with which they have a collective bargaining or other Agreement.

21 Contractor shall include the nondiscrimination and compliance provisions
22 of this clause in all subcontracts to perform work under this Agreement.

23 **22. MODIFICATION**

24 Any matters of this Agreement may be modified from time to time by the
25 written consent of all the parties without affecting the remainder. Determination of
26 whether a change to the Agreement is significant or nonsignificant will be at the
27 discretion of the District and may be subject to ARB approval.

28 **A. Significant Changes to the Agreement**

1 Significant changes to this Agreement must be approved by District, and
2 ARB if necessary, through a formal amendment. Significant changes include, but are
3 not limited to:

- 4 1. Change of Contractor's legal name;
- 5 2. Change of Contractor;
- 6 3. Changes in order to disencumber funds;
- 7 4. Changes to the Project that reasonably modify the
8 Work Statement as identified in **Exhibit A**;

9 Contractor shall submit a request in writing to District for any significant
10 change. District will notify Contractor of the appropriate action within ten (10) business
11 days, pending ARB approval if necessary.

12 **B. Nonsignificant Changes to the Agreement**

13 Changes that are not significant to the Agreement may not need to be
14 approved through a formal amendment as determined by the District and/or ARB.
15 Request for changes to the Agreement believed to be nonsignificant shall be submitted
16 by Contractor to District in writing. Changes to the Agreement deemed nonsignificant
17 by District, which may be subject to ARB approval, shall be documented in a Letter of
18 Agreement approved by both parties.

19 **C. Project Schedule**

20 After the execution of this Agreement, revisions to the Project Schedule
21 as described in the Work Statement cannot extend beyond the Project Term end date
22 without a formal amendment. However, the due dates for specific tasks in the Project
23 Schedule may be adjusted as necessary to accommodate reasonable and/or
24 unforeseen circumstances that can cause delay in the completion of the tasks. These
25 proposed adjustments to the due dates for tasks will be submitted to ARB during the
26 quarterly reporting process as specified in **Exhibit A** based on recommendations by
27 District and/or Contractor and may be subject to approval by the ARB. Contractor will
28 be provided notification if ARB does not approve of the recommended changes to the

1 due dates for tasks. District will work directly with Contractor to ensure all adjustments
2 to the Work Statement in **Exhibit A** are reasonable and adequate to complete the
3 Project in a satisfactory manner by the Project Term end date of the Agreement.

4 **D. Budget Reallocation**

5 If deemed necessary, Contractor may submit a budget reallocation
6 request to District for Project eligible expenses. All budget reallocations must be
7 approved by the District in writing and may require the approval of ARB.

8 **23. NON-ASSIGNMENT**

9 Neither party shall assign, transfer, or subcontract this Agreement, nor
10 their rights or duties under this Agreement, without the prior express, written consent of
11 the other party, which shall not be unreasonably withheld or delayed.

12 **24. SUBCONTRACTORS**

13 Contractor shall not subcontract any other part of this Agreement without
14 obtaining prior express, written consent of the District. If at any time Contractor finds it
15 necessary to subcontract with a party other than those heretofore identified, and such
16 party has obtained prior, express written consent of the District, such party agrees to
17 secure a payment bond from its respective subcontractor in a form acceptable to the
18 District, unless the District expressly agrees to waive the payment bond requirement. In
19 addition, any party authorized to subcontract all or any part of this Agreement shall
20 ensure that the following contract terms are included in writing in all subcontracts,
21 subject to District approval:

22 **A.** Requirements of the Insurance section of this Agreement;

23 **B.** Indemnification of the District and ARB as stated in the
24 Indemnification section of this Agreement;

25 **C.** Language specifying that the subcontract is not a public works
26 contract as defined in California Civil Code section 8038 or Public Contract Code
27 section 1101, nor is the Project a public work of improvement as defined in California
28 Civil Code section 8050; and

1 **D.** All other applicable provisions as stated in this Agreement.

2 **25. BINDING ON SUCCESSORS**

3 This Agreement, including all covenants and conditions contained herein,
4 shall be binding upon and inure to the benefit of the parties, including their respective
5 successors-in-interest, assigns, and legal representatives.

6 **26. INDEMNIFICATION**

7 Contractor agrees to indemnify, save, hold harmless, and at District's and
8 ARB's request, defend District and ARB, its boards, committees, representatives,
9 officers, agents, and employees from and against any and all costs and expenses
10 (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims,
11 and losses (whether in contract, tort, or strict liability, including, but not limited to,
12 personal injury, death, and property damage) occurring or resulting to District and ARB
13 that arises from any negligent or wrongful acts or omissions of Contractor, its officers,
14 agents, subcontractors, or employees in their performance of this Agreement.

15 **27. INSURANCE**

16 **A.** Without limiting District's right to obtain indemnification from
17 Contractor or any third parties, Contractor, at its sole expense, shall maintain, in full
18 force and effect, the following insurance policies throughout the term of this
19 Agreement:

20 1. Commercial general liability insurance with minimum
21 limits of coverage in the amount of five million dollars (\$5,000,000) per occurrence;

22 2. Commercial automobile liability insurance which
23 covers bodily injury and property damage with a combined single limit with minimum
24 limits of coverage in the amount of five million dollars (\$5,000,000) per occurrence.

25 3. Workers' compensation insurance for all of its
26 employees who will be engaged in the performance of this Agreement in accordance
27 with California law.

28 **B.** Except for workers' compensation insurance, such insurance

policies shall name District, its officers, agents, and employees, individually and collectively, as additional insureds. Such additional insured coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by District, its officers, agents, and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein. These insurances shall not be canceled or changed without providing District written notice at least thirty (30) days prior to such cancelation or change taking effect.

C. Prior to the commencement of performing its obligations under this Agreement, Contractor shall provide certificates of insurance and additional insured endorsements on the foregoing policies, as required herein, to District, stating that such insurance coverages have been obtained and are in full force; that District, its officers, agents, and employees will not be responsible for any premiums on the policy. This insurance shall not be canceled or changed without a minimum of thirty (30) days' advance, written notice given to District.

D. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, District may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

28. NOTICES

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

CONTRACTOR	DISTRICT
Moses Stites	Seyed Sadredin
General Manager	Executive Director/APCO
Fresno County Rural Transit Agency	San Joaquin Valley Unified APCD
2035 Tulare Street, Suite 201	1990 East Gettysburg Avenue
Fresno, CA 93721	Fresno, CA 93726

Any and all notices between District and Contractor provided for or permitted under this Agreement or by law shall be in writing and shall be deemed duly

1 served when personally delivered to one of the parties, or in lieu of such personal
2 service, when deposited in the United States mail, postage prepared, addressed to
3 such party.

4 **29. TIME IS OF THE ESSENCE**

5 It is understood that for Contractor's performance under this Agreement,
6 time is of the essence. The parties reasonably anticipate that Contractor will, to the
7 reasonable satisfaction of District, complete all activities provided herein within the
8 Work Statement outlined in Exhibit A to this Agreement, with schedule and deadline
9 flexibility as allowed and pre-approved by District and ARB provided that Contractor is
10 not caused unreasonable delay in such performance.

11 **30. NO THIRD-PARTY BENEFICIARIES**

12 Notwithstanding anything else stated to the contrary herein, it is
13 understood that Contractor's services and activities under this Agreement are being
14 rendered only for its own benefit, and no other person, firm, corporation, or entity shall
15 be deemed an intended third-party beneficiary of this Agreement.

16 **31. SEVERABILITY**

17 In the event that one or more of the provisions contained in this
18 Agreement shall for any reason be held to be unenforceable in any respect by a court
19 of competent jurisdiction, such holding shall not affect any other provisions of this
20 Agreement, and the Agreement shall then be construed as if such unenforceable
21 provisions are not a part hereof.

22 **32. ENTIRE AGREEMENT**

23 This Agreement constitutes the entire agreement between Contractor and
24 District with respect to the subject matter hereof and supersedes all previous
25 negotiations, proposals, commitments, writings, advertisements, publications, and
26 understandings of any nature whatsoever unless expressly included in this Agreement.

27 Any and all notices between District and Contractor provided for or
28 permitted under this Agreement or by law shall be in writing and shall be deemed duly

1 served when personally delivered to one of the parties, or in lieu of such personal
2 service, when deposited in the United States mail, postage prepared, addressed to
3 such party.

4 **IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be
5 executed as of the day and year first hereinabove written.

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CONTRACTOR

Fresno County Rural Transit Agency

DISTRICT

**San Joaquin Valley Unified Air
Pollution Control District**

Amparpreet Dhaliwal
Chairman-Mayor Pro Tem of San Joaquin

Councilmember Oliver L. Baines III
Governing Board Chair

Recommended for approval:

San Joaquin Valley Unified Air Pollution
Control District

Moses Stites
General Manager

Seyed Sadredin
Executive Director/APCO

Approved as to legal form:

Daniel C. Cederborg, County Counsel

Approved as to legal form:

San Joaquin Valley Unified Air Pollution
Control District

Arthur G. Wille
Senior Deputy

Annette Ballatore-Williamson
District Counsel

Approved as to accounting form:

San Joaquin Valley Unified Air Pollution
Control District

Mehri Barati, C.P.A.

Director of Administrative Services

For accounting use only:

Program: _____

Accounting No.: _____

EXHIBIT A

GRANT AGREEMENT

G14-LCTI-12

GRANT AGREEMENT COVER SHEET

GRANT NUMBER
G14-LCTI-12

NAME OF GRANT PROGRAM

Zero Emission Truck and Bus Pilot Commercial Deployment Projects

GRANTEE NAME

San Joaquin Valley Air Pollution Control District

TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER

77-0262563

TOTAL GRANT AMOUNT NOT TO EXCEED

\$13,416,215.00

TERM OF GRANT AGREEMENT

FROM: November 1, 2016

TO: June 30, 2020

This legally binding Grant Agreement, including this cover sheet and Exhibits A, B, C, and D attached hereto and incorporated by reference herein, is made and executed between the State of California, Air Resources Board (ARB) and the San Joaquin Valley Air Pollution Control District (the "Grantee").

Exhibit A – Grant Provisions

Exhibit B – Work Statement

Attachment I: Budget Summary

Attachment II: Project Milestones and Disbursement Schedule

Attachment III: Project Schedule

Attachment IV: Key Project Personnel

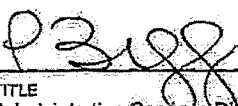
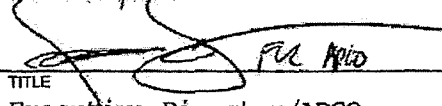

Exhibit C – Grant Solicitation Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction

Fund Investments: Zero-Emission Truck and Bus Pilot Commercial Deployment Projects

Exhibit D – Grantee Application Package

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from ARB.

The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) San Joaquin Valley Air Pollution Control District	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY: 		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) 	
TITLE Administrative Services Division Chief, ARB	DATE 11/14/16	TITLE Executive Director/APCO	DATE
Pam Biggins		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 1990 E. Gettysburg Ave., Fresno, CA 93726	
CERTIFICATION OF FUNDING			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$13,416,215.00	FISCAL YEAR/PROGRAM 2014/15 / 3510 2016/17 / 3510		FUND TITLE Greenhouse Gas Reduction Fund
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	(OPTIONAL USE)		
TOTAL AMOUNT ENCUMBERED TO DATE \$0.00	ITEM 3900-101-3228 3900-101-3228	CHAPTER 25 324 310	STATUTE 2014 2016
OBJECT OF EXPENDITURE 6100-702-42028 FY 14/15 - \$11,829,000.00 6100-702-42028 FY 16/17 - \$1,587,215.00		FISCAL YEAR 2014/15 2016/17	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			
SIGNATURE OF AIR RESOURCES BOARD BUDGET OFFICE: 		DATE 10/27/16	

Grant Provisions

1. GRANT PARTIES AND CONTACT INFORMATION

- 1.1 The parties agree to comply with the requirements and conditions contained herein, as well as all commitments identified in the Fiscal Year 2014-15 Grant Solicitation Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments: Zero Emission Truck and Bus Pilot Commercial Deployment Project (Exhibit C) and Grantee Application Package (Exhibit D).
- 1.2 The California Climate Investments logo and name serves to bring under a single brand the many investments whose funding comes from the Greenhouse Gas Reduction Fund (GGRF). The logo represents a consolidated and coordinated initiative by the State to address climate change by reducing greenhouse gases, while also investing in disadvantaged communities and achieving many other co-benefits. The Grantee agrees to acknowledge the California Climate Investments program as a funding source from ARB's Low Carbon Transportation program whenever projects funded, in whole or in part by this Agreement, are publicized in any news media, websites, brochures, publications, audiovisuals, or other types of promotional material. The acknowledgement must read as follows: 'This publication (or project) was supported by the "California Climate Investments" (CCI) program.' Guidelines for the usage of the CCI logo can be found at www.arb.ca.gov/ccifundingguidelines.



1.3 Grant Summary and Amendments (if applicable)

Project Title: Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments Zero-Emission Truck and Bus Pilot Commercial Deployment Projects: San Joaquin Valley Transit Electrification Project

Funding Amount: \$13,416,215

Match Amount: \$8,764,606

1.4 Grant Parties and Contact Information

- a. This grant is from the California Air Resources Board (hereinafter referred to as ARB) to the San Joaquin Valley Air Pollution Control District (hereinafter referred to as Grantee).
- b. The ARB Project Liaison is Darren Nguyen. Correspondence regarding this project shall be directed to:

Darren Nguyen
Air Resources Board
Mobile Source Control Division
Post Office Box 2815
Sacramento, California 95812
Phone: (916) 324-6745
E-mail: Darren.nguyen@arb.ca.gov

- c. The Grantee Liaison is Todd DeYoung. Correspondence regarding this project shall be directed to:

Todd DeYoung
Program Manager
SJVAPCD
1990 East Gettysburg Ave
Fresno, CA 93726
Phone: 559-230-6000
Email: Todd.DeYoung@valleyair.org

2. TIME PERIOD

- 2.1 Performance of work or other expenses billable to ARB under this grant may commence after signing and awarding of this grant. Performance on this grant ends once the Grantee has submitted the final report or if the grant is terminated, whichever is earlier.
- 2.2 Upon completion of the project, the Grantee shall submit a draft final report to the Project Liaison no later than **March 2, 2020** (see Section 6 Reporting).
- 2.3 Final request for payment shall be received by ARB no later than **March 31, 2020** (see Section 4 Grant Disbursements).
- 2.4 The ARB Executive Officer retains the authority to terminate or reduce the dollar amount of this grant if by **January 1, 2018**, 50 percent of project funding has not been expended by the Grantee. In the event of such termination, Section 7 of these provisions shall apply.

3. SCOPE OF WORK

The San Joaquin Valley Transit Electrification Project will accelerate the commercial deployment of heavy-duty zero-emission technologies in strategic public hubs located in disadvantaged communities throughout the San Joaquin Valley. The project will deploy 15 state-of-the-art Proterra battery-electric transit buses along with 11 Proterra depot-chargers and 4 Proterra fast chargers along the transit routes.

Additional Scope of Work detail is in Exhibit B, and Exhibit D Grantee Application Package Attachment 3.

3.1 General Responsibilities.

3.1.1 ARB is responsible for the following:

- a. Participation in regular meetings with Grantee to discuss project refinements and guide the administration of the project.
- b. Reviewing and approving project elements provided by Grantee, such as permitting, infrastructure design and construction, vehicle procurement and delivery, equipment demonstration, data collection and analysis.
- c. Review and approve all grant disbursement requests (Form MSCD/ISB-90) and distribute funds to Grantee.
- d. Provide project oversight in conjunction with Grantee.
- e. Ensure compliance with applicable requirements of:
 - i. Fiscal Year 2014-15 Funding Plan for the Air Quality Improvement Program and Low Carbon Transportation Greenhouse Gas Reduction Fund Investments (FY 2014-15 Funding Plan)
 - ii. Fiscal Year 2014-15 Grant Solicitation Zero-Emission Truck and Bus Pilot Commercial Deployment Projects

3.1.2 Grantee's responsibilities include all CEQA requirements, project development, project administration, project reporting, including the following tasks:

- a. All CEQA requirements must be completed prior to the execution of the grant agreement.
- b. Grantee's key personnel will participate in an initial meeting with ARB staff before work on the project begins. The purpose of the initial meeting will be to discuss the overall plan, details for performing the tasks, project schedule, and any issues that may need to be addressed. Grantee's key personnel will also participate in meetings to discuss progress to be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the ARB Project Liaison.

- c. Grantee must submit numbered status reports accompanying grant disbursement requests to ARB at least every three months, but may submit on a monthly basis if necessary for more frequent invoicing with prior ARB approval. These reports must be approved by ARB and must contain the following, at a minimum, in either Microsoft Word or PDF, as a single electronic file.
 - i. Project Status Report number, title of project, name of Grantee, date of submission, and project grant number.
 - ii. Summary of work complete since last progress report, noting progress toward completion of tasks and milestones identified in the work plan.
 - iii. Statement of work expected to be completed by the next progress report.
 - iv. Notification of problems encountered and an assessment of their effects on the project's outcome.
 - v. Data collected from vehicles and equipment since the last data reporting, as deemed necessary by ARB or its designated third party data analysis provider.
 - vi. Itemized invoice showing all costs for which reimbursement is being requested.
 - vii. Discussion of the project's adherence to the project timeline.
- b. A final report is required at the end of the project and must include:
 - i. A description of the project's goals and objectives, methods, results of the demonstration, and future application of the technology.
 - ii. An update on the commercialization prospects.
- c. Production and delivery of vehicles and infrastructure. Proterra will manufacture and deliver zero-emission buses and charging infrastructure which includes the site design, permitting, production and installation of each charging station, as well as the delivery of a status report of the vehicle and charging infrastructure production and deliveries.
 - i. Build and deliver 2 zero-emission buses along with charging infrastructure to Visalia Transit.
 - ii. Build and deliver 4 zero-emission buses along with charging infrastructure to Fresno County Rural Transit.
 - iii. Build and deliver 3 zero-emission buses along with charging infrastructure to CSU Fresno.
 - iv. Build and deliver 4 zero-emission buses along with charging infrastructure to Modesto Transit.
 - v. Build and deliver 2 zero-emission buses along with charging infrastructure to San Joaquin RTD.
- d. Entry into service. Proterra will initiate the customer launch process which includes providing an overview of the vehicle,

training, and coordination to ensure that the end-user is ready for delivery and deployment of the vehicles into service.

- i. Visalia Transit will receive vehicles, train for operation and maintenance of the vehicles and begin revenue service.
 - ii. Fresno County Rural Transit will receive vehicles, train for operation and maintenance of the vehicles and begin revenue service.
 - iii. CSU Fresno will receive vehicles, train for operation and maintenance of the vehicles and begin service.
 - iv. Modesto Transit will receive vehicles, train for operation and maintenance of the vehicles and begin revenue service.
 - v. San Joaquin RTD will receive vehicles, train for operation and maintenance of the vehicles and begin revenue service.
- e. Reporting and Feedback. SJVAPCD will provide quarterly status reports to ARB. Each vehicle will be equipped with an onboard data logger that provides the needed data on bus performance for at least one year. Proterra will coordinate with both the end-users and SJVAPCD to ensure that all necessary data is compiled and reported to ARB on time. Grantee must be flexible for the scheduling of the data logging and PEMS testing. All data collected will be included in the final report.

4. FISCAL ADMINISTRATION

Budget

- 4.1 The maximum amount of this grant is \$ 13,416,215. Under no circumstance will ARB reimburse the Grantee for more than this amount. A written Grant Agreement amendment is required whenever there is a change to the amount of this grant.
- 4.2 The budget for this project is shown in Exhibit B, Attachment I. Except as stated in Section 4.6 of these provisions, Grant Disbursement Requests for vehicles and supporting technology and administrative funds shall not exceed the corresponding grant amount.
- 4.3 The total funding may only be reallocated in the event that the Grantee requests less administrative funding than the amount stated in the budget.
- 4.4 No grant funds may be used to purchase equipment or computers that would be required to be returned to the State at the completion of this project.

Grant Disbursements

4.5 Requests for payment shall be made with the Grant Disbursement Request Form (Form MSCD/ISB-90) and conform to the instructions identified in the Fiscal Year 2014-15 and 2015-16 Air Quality Improvement Program and Low Carbon Transportation GGRF Investments Zero-Emission Truck and Bus Pilot Commercial Deployment Project Solicitation (Solicitation). Grant payments shall be made only for reasonable costs incurred by the Grantee and (with the exception of the first disbursement of administration funds) only when the Grantee has submitted a Grant Disbursement Request Form, milestones stipulated in Exhibit B, Attachment II and the instructions found in the Solicitation have been accomplished, documentation of accomplishment has been provided to ARB in the form of the Status Report, and any associated deliverables (if applicable) have been provided to ARB. ARB will have sole discretion to accelerate the timeline for allowable disbursements of administration and project funds identified in Exhibit B, Attachment II (with the exception of the final project administration disbursement), necessary to assure the goals of the project are met.

4.6 Grant payments are subject to ARB's approval of Status Reports and any accompanying deliverables (see Section 6 Reporting). A payment will not be made if the ARB Project Liaison deems that a milestone has not been accomplished or documented, a deliverable meeting specification has not been provided, claimed expenses are not documented, not valid per the budget, or not reasonable, or the Grantee has not met other terms of the grant.

The Chief of the Mobile Source Control Division or designee of ARB may review the Project Liaison's approval or disapproval of a Grant Disbursement Request. No reimbursement will be made for expenses that, in the judgment of the Division Chief of the Mobile Source Control Division, are not reasonable or do not comply with the Grant Agreement.

4.7 The Grantee shall mail Grant Disbursement Requests to the Project Liaison.

4.8 ARB will withhold payment of ten percent of administrative funds until completion of all work and submission of a Final Report to ARB, as identified in the Solicitation. It is the Grantee's responsibility to submit a Grant Disbursement Request for this final disbursement of funds.

4.9 ARB shall disburse funds in accordance with the California Prompt Payment Act, Government Code, Section 927, et seq.

Oversight and Accountability

4.10 The Grantee shall comply with all oversight responsibilities identified in the Solicitation and this Grant Agreement.

- 4.11 ARB or its designee reserves the right to audit at any time during the duration of this grant the Grantee's costs of performing the grant and to refuse payment of any reimbursable costs or expenses that in the opinion of ARB or its designee are unsubstantiated or unverified. The Grantee shall cooperate with ARB or its designee including, but not limited to, promptly providing all information and documents requested, such as all financial records, documents, and other information pertaining to reimbursable costs, and any matching costs and expenses.
- 4.12 The Grantee shall retain all financial records referred to above and provide them for examination and audit by the State for three years after final payment under this grant.
- 4.13 The Grantee shall develop and maintain accounting procedures to track reservation and expenditures by grant award, fiscal year, and of all funding sources.
- 4.14 The Grantee shall store all records in a secured and safe storage facility that maintains confidentiality and provides fire and natural disaster protection (see Section 9 in the Sample Grant Agreement). Files must be retained during the term of the Grant Agreement plus 3 years.
- 4.15 ARB or its designee may recoup funds that were received based upon misinformation or fraud, or for which a Grantee, manufacturer (including truck or bus manufacturer), technology provider, or vehicle purchaser is in significant or continual non-compliance with the terms of this grant or State law. ARB also reserves the right to prohibit any entity from participating in the Pilot Commercial Deployment Projects due to non-compliance with project requirements.

5. PROJECT MONITORING

Meetings

- 5.1 Initial meeting: A meeting will be held between key project personnel and ARB staff before work on the project begins. The purpose of the first meeting will be to discuss the overall plan, details of performing the tasks, the project schedule, and any issues that may need to be resolved.

Review meetings: Meetings to discuss progress must be held at least quarterly beginning three months after the initial meeting. Additional meetings may be scheduled at the sole discretion of the Project Liaison. Such meetings may be conducted by phone, if deemed appropriate by the Project Liaison.

Technical Monitoring

- 5.2 Any changes in the scope or schedule for the project shall require the prior written approval of the ARB Project Liaison.
- 5.3 The Grantee shall notify the ARB Project Liaison and Grant Coordinator in writing, immediately if any circumstances arise (technical, economic, or otherwise), that might place completion of the project in jeopardy. The Grantee shall also make such notification if there is a change in key project personnel (see Exhibit B, Attachment IV).
- 5.4 The Grantee shall notify the Project Liaison if the project technology provider will pursue FTA Altoona Testing, Federal Motor Vehicle Safety Standard testing, or any certification during the term of this agreement and all documentation in support of the certification must be submitted to the Project Liaison concurrently with the certification submittal.
- 5.5 In addition to Status Reports (discussed in Section 6 Reporting), the Grantee shall provide information requested by the Project Liaison that is needed to assess progress in completing tasks and meeting the objectives of the project.
- 5.6 Any change in budget allocations, re-definition of deliverables, or extension of the project schedule must be requested in writing to the ARB Project Liaison and approved by ARB, in its sole discretion.

6. REPORTING

Status Reports

- 6.1 The Grantee shall submit Status Reports at a minimum of three-month intervals. The Status Reports shall be provided in a format agreed upon between the ARB Project Liaison and the Grantee and meet the requirements of the Solicitation.
- 6.2 Every Grant Disbursement Request Form (Exhibit C) shall be accompanied by a Status Report that documents the completion of a milestone specified in Exhibit B, Attachment II.
- 6.3 If the project is behind schedule, the Status Reports must contain an explanation of reasons and how the Grantee plans to resume the schedule.

Final Report

- 6.4 When the project is complete, the Grantee shall submit a draft Final Report. The draft Final Report must be submitted to ARB in an appropriate format agreed upon between the ARB Project Liaison and the Grantee. The Final Report must meet the requirements of the Solicitation. Upon approval of the draft Final Report by the Project Liaison, the Grantee shall provide a written copy of the final version, plus an electronic file.

7. TERMINATION AND SUSPENSION OF PAYMENTS

- 7.1 ARB reserves the right to terminate this grant upon thirty days' written notice to the Grantee, if ARB determines that the project has not progressed satisfactorily during the previous three months and the Grantee and ARB have been unable to agree on modifications to the project. In case of early termination, the Grantee will submit a Grant Disbursement Request Form, a Status Report covering activities up to, and including, the termination date and following the requirements in Sections 4 and 6 of these provisions. Upon receipt of the Grant Disbursement Request Form, Status Report, and all proprietary information and intellectual property generated as part of this Grant Agreement has been relinquished to ARB, a final payment will be made to the Grantee. This payment shall be for all ARB-approved, actually incurred costs that in the opinion of ARB are justified. However, the total amount paid shall not exceed the total grant amount.
- 7.2 ARB reserves the right to issue a grant suspension order in the event that a dispute should arise. The grant suspension order will be in effect until the dispute has been resolved or the grant has been terminated. If the Grantee chooses to continue work on the project after receiving a grant suspension order, the Grantee will not be reimbursed for any expenditure incurred during the suspension in the event ARB terminates the grant. If ARB rescinds the suspension order and does not terminate the grant, ARB will reimburse the Grantee for any expenses incurred during the suspension that are reimbursable in accordance with the terms of the grant.

8. CONTINGENCY PROVISION

- 8.1 In the event this grant is terminated for whatever reason, the ARB Executive Officer or designee reserves the right in his or her sole discretion to award a grant to the next highest scored applicant and if an agreement cannot be reached, to the next applicant(s) until an agreement is reached. If ARB is unable to award a grant under these circumstances, ARB may award a grant to other projects.

9. PROJECT RECORDS

Grantee Record

- 9.1 Develop and maintain accounting procedures as further described below, project records include but are not limited to Grantee, financial, and other records. All project records must be retained by the Grantee for a period of three (3) years after final payment under this Grant. All project records are subject to audit pursuant to Section 10 of this Grant Agreement. Upon completion of the third year of record retention, the Grantee shall submit all project records to ARB.

- 9.2 The Grantee shall retain a file for the Zero-Emission Truck and Bus Pilot Commercial Deployment Project containing:
- a. Original executed copy of the Zero-Emission Truck and Bus Pilot Commercial Deployment Project Grant Agreement and Grant Agreement Amendments (if applicable).
 - c. Copies of Grant Disbursement Request Forms.
 - d. Documentation of earned interest generation and expenditure.

Financial Record

- 9.3 Without limitation of the requirement to maintain project accounts in accordance with generally accepted accounting principles, the Grantee must:
- a. Establish an official file for the Zero-Emission Truck and Bus Pilot Commercial Deployment Project that will adequately document all significant actions relative to the project.
 - b. Establish separate accounts that will adequately and accurately depict all amounts received and expended on the Zero-Emission Truck and Bus Pilot Commercial Deployment Project.
 - c. Establish separate accounts that will adequately and accurately depict all income received that is attributable to the Zero-Emission Truck and Bus Pilot Commercial Deployment Project.
 - d. Establish an accounting system that will adequately depict final total costs of the Zero-Emission Truck and Bus Pilot Commercial Deployment Project, including both direct and indirect costs.

10. GENERAL PROVISIONS

- 10.1 **Amendment:** No amendment or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Grant Agreement is binding on any of the parties.
- 10.2 **Assignment:** This grant is not assignable by the Grantee, either in whole or in part, without the consent of ARB.
- 10.3 **Compliance with law, regulations, etc.:** The Grantee agrees that it will, at all times, comply with and require its contractors and subcontractors to comply with all applicable federal and State laws, rules, guidelines, regulations, and requirements.
- 10.4 **Computer software:** The Grantee certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Grant Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

- 10.5 Conflict of interest:** The Grantee certifies that it is in compliance with applicable State and/or federal conflict of interest laws.
- 10.6 Disputes:** The Grantee shall continue with the responsibilities under this Grant Agreement during any dispute. Grantee staff or management may work in good faith with ARB staff or management to resolve any disagreements or conflicts arising from implementation of this Grant Agreement. However, any disagreements that cannot be resolved at the management level within 30 days of when the issue is first raised with ARB staff shall be subject to resolution by the ARB Executive Officer, or his designated representative. Nothing contained in this paragraph is intended to limit any rights or remedies that the parties may have under law.
- 10.7 Environmental justice:** In the performance of this Grant Agreement, the Grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income population of the State.
- 10.8 Fiscal management systems and accounting standards:** The Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State law or this Grant Agreement. Unless otherwise prohibited by State or local law, the Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
- 10.9 Force majeure:** Neither ARB nor the Grantee shall be liable for or deemed to be in default for any delay or failure in performance under this Grant Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, etc.
- 10.10 Governing law and venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. ARB and the Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.
- 10.11 Indemnification:** The Grantee agrees to indemnify, defend and hold harmless the State and the Board and its officers, employees, agents, representatives, and successors-in-interest against any and all liability, loss, and expense, including

reasonable attorneys' fees, from any and all claims for injury or damages arising out of the performance by the Grantee.

- 10.12 Grantee's responsibility for work:** The Grantee shall be responsible for work and for persons or entities engaged in work, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contract for work on the Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.
- 10.13 Independent actor:** The Grantee, and its agents and employees, if any, in their performance of this Grant Agreement, shall act in an independent capacity and not as officers, employees or agents of ARB.
- 10.14 Nondiscrimination:** During the performance of this Grant Agreement, the Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment.
- 10.15 No third party rights:** The parties to this Grant Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Grant Agreement, or of any duty, covenant, obligation or undertaking establish herein.
- 10.16 Prevailing wages and labor compliance:** If applicable, the Grantee agrees to be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages. If applicable, the Grantee shall monitor all agreements subject to reimbursement from this Grant Agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- 10.17 Professionals:** For projects involving installation or construction services, the Grantee agrees that only licensed professionals will be used to perform services under this Grant Agreement where such services are called for and licensed professionals are required for those services under State law.
- 10.18 Severability:** If a court of competent jurisdiction holds any provision of this Grant Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of those provisions, will not be affected.

- 10.19 Termination:** ARB may terminate this Grant Agreement by written notice at any time prior to completion of projects funded by this Grant Agreement, upon violation by the Grantee of any material provision after such violation has been called to the attention of the Grantee and after failure of the Grantee to bring itself into compliance with the provisions of this Grant Agreement.
- 10.20 Timeliness:** Time is of the essence in this Grant Agreement. Grantee shall proceed with and complete the Project in an expeditious manner.
- 10.21 Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under the Grant Agreement at any time by either party shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State provided for in this Grant Agreement are in addition to any other rights and remedies provided by law.
- 10.22 Availability of funds:** ARB's obligations under this Grant Agreement are contingent upon the availability of funds. In the event funds are not available, the State shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Grant Agreement.
- 10.23 Confidentiality:** No record that has been designated as confidential by ARB, or is the subject of a pending application of confidentiality, shall be disclosed by the Grantee. Any confidential information or data submitted to ARB by the Grantee may be shared with other divisions within ARB.
- 10.24 Personally Identifiable Information:** Information or data that personally identifies an individual or individuals is confidential in accordance with California Civil Code sections 1798, et seq. and other relevant State or Federal statutes and regulations. The Grantee shall safeguard all such information or data which comes into their possession under this agreement in perpetuity, and shall not release or publish any such information or data.
- 10.25 Ownership:** All information or data received or generated by the Grantee under this agreement shall become the property of ARB. No information or data received or generated under this agreement shall be released without ARB's approval.
- 10.26 Audit:** Grantee agrees that ARB, the Department of General Services, Department of Finance, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant and all State funds received. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after the term of this Grant is completed, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to

such records. Further, Grantee agrees to include similar right of the State to audit records and interview staff in any Grant related to performance of this Agreement.

EXHIBIT B

Work Statement

Budget Summary (Attachment I)

Project Milestones and Disbursement Schedule (Attachment II)

Project Schedule (Attachment III)

Key Project Personnel (Attachment IV)

EXHIBIT B, Attachment I**Budget Summary****Grantee: San Joaquin Valley APCD****Grant No.: G14-LCTI-12****Project: San Joaquin Valley Transit Electrification Project****Total Costs & Funding**

Costs	Grant	Applicant Match Funding		Total
	Cash	Cash	In-Kind	
1. Vehicle and Supporting Technology Funds	\$12,745,404	\$3,112,725	\$5,651,881	\$21,510,010
2. Administrative Funds¹	\$670,811	\$0	\$0	\$670,811
Total	\$13,416,215	\$3,112,725	\$5,651,881	\$22,180,821

¹Administrative funds may not exceed 5% of the total project cost and only 5% of ARB-awarded funds may be used for administrative purposes.

*Additional budget details are in Exhibit D Grantee Application Package Attachment E.

Disbursement of Funds:**Pilot Project Technology Funding**

The Grantee shall receive funds in accordance with the Air Quality Improvement Program and Low Carbon Transportation GGRF Investments: Zero-Emission Truck and Bus Pilot Commercial Deployment Projects.

Project Administration

The Grantee shall receive project administration funding in accordance with the Air Quality Improvement Program and Low Carbon Transportation GGRF Investments: Zero-Emission Truck and Bus Pilot Commercial Deployment Projects.

EXHIBIT B, Attachment II**Project Milestones and Disbursement Schedule****Grantee: San Joaquin Valley APCD****Grant No.: G14-LCTI-12****Project: San Joaquin Valley Transit Electrification Project**

Milestone	Task Description	Project Funding	
		Project Funds	Administrative Funds
1.0	Administration & Project Management	n/a	n/a
1.1	Conduct Kick-Off Meeting	\$	\$0
1.2	Quarterly Project Update Meetings and Reports	\$	\$603,730
1.3	Final Report*	\$	\$0
2.0	Production and Delivery	n/a	n/a
2.1	Build and Deliver 2 Buses including \$2,000 for data logger on each bus to Visalia Transit	\$566,087	\$0
2.1.1	Build and Deliver 4 Buses including \$2,000 for data logger on each bus to Fresno County Rural Transit Agency	\$1,721,677	\$0
2.1.2	Build and Deliver 3 Buses including \$2,000 for data logger on each bus to CSU Fresno	\$1,076,129	\$0
2.1.3	Build and Deliver 4 Buses including \$2,000 for data logger on each bus to Modesto Transit	\$1,702,329	\$0
2.1.4	Build and Deliver 2 Buses including \$2,000 for data logger on each bus to San Joaquin	\$979,692	\$0

	RTD		
2.2	Build, Deliver, and Install Charging Infrastructure for Visalia Transit	\$62,023	\$0
2.2.1	Build, Deliver, and Install Charging Infrastructure for Fresno County Rural Transit Agency	\$189,300	\$0
2.2.2	Build, Deliver, and Install Charging Infrastructure for CSU Fresno	\$468,260	\$0
2.2.3	Build, Deliver, and Install Charging Infrastructure for Modesto Transit	\$1,202,686	\$0
2.2.4	Build, Deliver, and Install Charging Infrastructure for San Joaquin RTD	\$687,610	\$0
3.0	Entry Into Service	n/a	n/a
3.1	Entry into Service for Visalia Transit	\$377,911	\$0
3.1.1	Pre-Arrival Ops Discussion	\$	\$0
3.1.2	Optimization	\$	\$0
3.1.3	Training	\$	\$0
3.1.4	Equip Baseline Vehicles	\$2,000	\$0
3.1.5	Revenue Service Launch	\$	\$0
3.2	Entry into Service for Fresno County Rural Transit Agency	\$1,149,616	\$0

3.2.1	Pre-Arrival Ops Discussion	\$	\$0
3.2.2	Optimization	\$	\$0
3.2.3	Training	\$	\$0
3.2.4	Equip Baseline Vehicles	\$2,000	\$0
3.2.5	Revenue Service Launch	\$	\$0
3.3	Entry into Service for California State University Fresno	\$718,612	\$0
3.3.1	Pre-Arrival Ops Discussion	\$	\$0
3.3.2	Optimization	\$	\$0
3.3.3	Training	\$	\$0
3.3.4	Equip Baseline Vehicles	\$2,000	\$0
3.3.5	Revenue Service Launch	\$	\$0
3.4	Entry into Service for Modesto Transit	\$1,177,984	\$0
3.4.1	Pre-Arrival Ops Discussion	\$	\$0
3.4.2	Optimization	\$	\$0
3.4.3	Training	\$	\$0

3.4.4	Equip Baseline Vehicles	\$2,000	\$0
3.4.5	Revenue Service Launch	\$	\$0
3.5	Entry into Service for San Joaquin Regional Transit District	\$655,488	\$0
3.5.1	Pre-Arrival Ops Discussion	\$	\$0
3.5.2	Optimization	\$	\$0
3.5.3	Training	\$	\$0
3.5.4	Equip Baseline Vehicles	\$2,000	\$0
3.5.5	Revenue Service Launch	\$	\$0
4.0	Reporting/Feedback	n/a	n/a
4.1	Reporting Implementation	\$0	\$0
4.2	Performance Feedback	\$0	\$0
4.3	Final Project Meeting	\$0	\$0
4.4	Submit Draft Final Report to ARB	\$0	\$0
4.5	Submit Final Report to ARB	\$0	\$67,081
Subtotal of Project Funds and Administrative Funds		\$12,745,404	\$670,811

Grant Total Funding Amount	\$13,416,215
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EXHIBIT B, Attachment III

Project Schedule

Grantee: San Joaquin Valley APCD

Grant No.: G14-LCTI-12

Project: San Joaquin Valley Transit Electrification Project

Detailed Scope of Work and Schedule

Work Task	Start Date	Completion Date
Task 1 – Administration and Project Management	November 1, 2016	April 1, 2019
1.1 Kick-off Meeting – The project team will meet with ARB and third-party data analysis provider to discuss the work plan, details of task performance, schedule, and resolution of issues.	November 1, 2016	November 7, 2016
1.2 Quarterly Project Update Meetings and Reports – SJVAPCD will coordinate quarterly project update meetings to discuss progress with the project team. The meetings will cover project status update, difficulties encountered, upcoming deliverables, pending disbursement requested, pending administrative funds reimbursement for staff work pertaining to the previous quarter and schedule of the next update meeting. SJVAPCD will submit quarterly reports to ARB after quarterly meetings.	November 1, 2016	April 1, 2019
1.3 Final Report – At the completion of the project, SJVAPCD will submit a final report to ARB that describes the project's goals and objectives, methods, results of the pilot, future application of the technologies, commercialization prospects, and data analysis.	March 1, 2019	April 1, 2019
Task 1 Deliverables: Quarterly Project Status Reports, Disbursement Requests, Administrative Funds Requests, Final Report.	November 1, 2016	April 1, 2019
Task 2 – Production and Delivery	June 16, 2017	January 12, 2018

2.1 Build and deliver 2 zero-emission buses to Visalia Transit – Proterra will build and deliver 2 buses to Visalia Transit. Visalia Transit will inspect the buses at Proterra and will perform final inspection upon arrival.	June 16, 2017	October 13, 2017
2.1.1 Build and deliver 4 zero-emission buses to Fresno County Rural Transit – Proterra will build and deliver 4 buses to Fresno County Rural Transit. Fresno County Rural Transit Agency will inspect the buses at Proterra and will perform final inspection upon arrival.	July 14, 2017	September 22, 2017
2.1.2 Build and deliver 3 zero-emission buses to CSU Fresno – Proterra will build and deliver 3 buses to CSU Fresno. CSU Fresno will inspect the buses at Proterra and perform final inspection upon arrival.	September 8, 2017	November 17, 2017
2.1.3 Build and deliver 4 zero-emission buses to Modesto Transit – Proterra will build and deliver 4 buses to Modesto Transit. Modesto Transit will inspect the buses at Proterra and perform final inspection upon arrival.	August 11, 2017	October 20, 2017
2.1.4 Build and deliver 2 zero-emission buses to San Joaquin RTD – Proterra will build and deliver 2 buses to San Joaquin RTD. San Joaquin RTD will inspect the buses at Proterra and perform final inspection upon arrival.	October 6, 2017	December 17, 2017
2.2 Build, deliver, and install charging infrastructure – Proterra will build, deliver, and support the installation of Visalia Transit's two depot chargers.	April 21, 2017	October 13, 2017
2.2.1 Proterra will build, deliver, and support installation of Fresno County Rural Transit Agency's four depot chargers.	April 21, 2017	September 22, 2017
2.2.2 Proterra will build, deliver, and support the installation of CSU Fresno's one depot and one fast chargers.	April 21, 2017	November 17, 2017
2.2.3 Proterra will build, deliver, and support the installation of Modesto Transit's four depot and two fast chargers.	April 21, 2017	October 20, 2017
2.2.4 Proterra will build, deliver, and support the installation of San Joaquin RTD's one fast chargers.	April 21, 2017	December 15, 2017
Task 2 Deliverables: Status report for bus delivery, installation of the charge stations, site layouts, permitting, and installation plans.	April 21, 2017	January 12, 2018
Task 3 - Entry into Service	June 2, 2017	September 8, 2017
3.1 Entry into service for Visalia Transit – Visalia Transit will receive vehicles, trained for operation and maintenance of the vehicles, and begin revenue	September 1, 2017	December 8, 2017

service.		
3.1.1 Pre-arrival ops discussion – Meeting with entire end-user team to outline expectations for delivery and training program.	September 1, 2017	September 5, 2017
3.1.2 Optimization – Proterra launch team will ensure vehicles and charging infrastructure are working optimally on the designated routes.	October 13, 2017	October 27, 2017
3.1.3 Training – Proterra will provide introductory overview training, operator training, and maintenance training to Visalia Transit.	October 27, 2017	November 24, 2017
3.1.4 Equip baseline vehicles – Project team will install data logging equipment as deemed necessary by ARB in order to facilitate data collection of a baseline vehicle.	November 27, 2017	December 1, 2017
3.1.5 Revenue service launch – Visalia Transit will begin revenue service of the zero-emission electric buses on their designated routes.	November 24, 2017	December 8, 2017
3.2 Entry into service for Fresno County Rural Transit Agency – Fresno County Transit Agency will begin revenue service of the zero-emission electric buses on their designated routes.	August 11, 2017	November 17, 2017
3.2.1 Pre-arrival ops discussion - Meeting with end-user team to outline expectations for delivery and training program.	August 11, 2017	November 17, 2017
3.2.2 Optimization – Proterra launch team will ensure vehicles and charging infrastructure are working optimally on the designated routes.	September 22, 2017	October 6, 2017
3.2.3 Training – Proterra will provide introductory overview training, operator training, and maintenance training to the Fresno County Rural Transit Agency.	October 6, 2017	November 3, 2017
3.2.4 Equip baseline vehicles – Project team will install data logging equipment as deemed necessary by ARB in order to facilitate data collection of a baseline vehicle.	November 6, 2017	November 10, 2017
3.2.5 Revenue service launch – Fresno County rural Transit Agency will begin revenue service of the zero-emission electric buses on their designated routes.	November 3, 2017	November 17, 2017
3.3 Entry into service for CSU Fresno – California State University Fresno will begin revenue service of the zero-emission electric buses on their designated routes.	September 8, 2017	December 15, 2017
3.3.1 Pre-arrival ops discussion – Meeting with end user team to outline expectations fro delivery and training program.	September 8, 2017	September 15, 2017
3.3.2 Optimization – Proterra launch team will ensure vehicles and charging infrastructure are working optimally on the designated routes.	October 20, 2017	November 3, 2017
3.3.3 Training – Proterra will provide introductory	November	December 1,

overview training, operator training, and maintenance training to CSU Fresno.	3, 2017	2017
3.3.4 Equip baseline vehicle – Project team will install data logging equipment as deemed necessary by ARB in order to facilitate data collection of a baseline vehicle.	December 4, 2017	December 8, 2017
3.3.5 Revenue service launch – CSU Fresno will begin service of the zero-emission electric buses on their designated routes.	December 1, 2017	December 15, 2017
3.4 Modesto Transit will begin revenue service of the zero-emission electric buses on their designated routes.	October 6, 2017	January 12, 2018
3.4.1 Pre-arrival ops discussion – Meeting with end user team to outline expectations fro delivery and training program.	October 6, 2017	October 13, 2017
3.4.2 Optimization – Proterra launch team will ensure vehicles and charging infrastructure are working optimally on the designated routes.	November 17, 2017	December 1, 2017
3.4.3 Training – Proterra will provide introductory overview training, operator training, and maintenance training to Modesto Transit.	December 1, 2017	December 29, 2017
3.4.4 Equip baseline vehicle – Project team will install data logging equipment as deemed necessary by ARB in order to facilitate data collection of a baseline vehicle.	January 1, 2018	January 12, 2018
3.4.5 Revenue service launch – Modesto Transit will begin revenue service of the zero-emission electric buses on their designated routes.	December 29, 2017	January 12, 2018
3.5 Entry into service for San Joaquin RTD – San Joaquin Regional Transit District will begin revenue service of the zero-emission electric buses on their designated routes.	November 3, 2017	February 9, 2018
3.5.1 Pre-arrival ops discussion – Meeting with end user team to outline expectations fro delivery and training program.	November 3, 2017	November 10, 2017
3.5.2 Optimization – Proterra launch team will ensure vehicles and charging infrastructure are working optimally on the designated routes.	December 15, 2017	December 29, 2017
3.5.3 Training – Proterra will provide introductory overview training, operator training, and maintenance training to San Joaquin RTD.	December 29, 2017	January 26, 2018
3.5.4 Equip baseline vehicle – Project team will install data logging equipment as deemed necessary by ARB in order to facilitate data collection of a baseline vehicle.	January 29, 2018	February 2, 2018
3.5.5 Revenue service launch – San Joaquin RTD will begin revenue service of the zero-emission electric buses on their designated routes.	January 26, 2018	February 9, 2018
Task 4 – Reporting/Feedback	August 15,	February 15,

	2016	2020
4.1 Reporting implementation – Quarterly reports to ARB through project completion	December 31, 2016	February 15, 2020
4.2 Performance feedback – Provide regular feedback to end-users and Proterra on vehicle performance.	February 9, 2018	February 8, 2020
4.3 Final project meeting – Meeting with ARB, SJVAPCD, end-users, and Proterra to review project implementation success and discuss commercialization of the zero-emission technology.	February 11, 2019	February 15, 2020
4.4 Submit draft Final Report to ARB – Draft Final Report on the San Joaquin Valley Transit Electrification Project.	February 18, 2019	March 4, 2020
4.5 Submit Final Report to ARB – Final Report	March 4, 2019	April 1, 2020

EXHIBIT B, Attachment IV**Key Project Personnel****Grantee: San Joaquin Valley APCD****Grant No.: G14-LCTI-12****Project: San Joaquin Valley Transit Electrification Project**

Name	Position	Duties
Seyed Sadredin	Executive Director	Oversees the administration of the grant, approves progress and final report.
Samir Sheikh	Deputy Air Pollution Control Officer	Oversees the administration of the grant, approves progress and final report.
Todd DeYoung	Program Manager	Reviews and approves program documents, oversees and assists staff as needed, and communicates with executive staff regarding progress of the grant.
Mehri Barati	Director of Administrative Services	Oversees the financial aspects of the grant, such as budget, disbursement, and auditing. Approves progress and final reports.
	Proterra – Technology Provider	
Ed Lyghtel	Director of Manufacturing Operations	Responsible for overseeing direct and indirect management of California manufacturing facility where the Proterra buses will be manufactured for this project.
Ethan Carbaugh	Contract and Proposal Manager	Responsible for all aspects of the customer integration with the transit agencies and universities for the proposed project.

Sue Glossop	Director of Finance	Responsible for all aspects of the budget/finances and oversight of the proposed project
Kent Leacock	Director of Government Relations	Responsible for overall coordination with SJVAPCD, transit agencies, and university for the proposed project.
	City of Visalia Transit Division	
Monty cox	Transit Manager	Responsible for completing the project on time, on budget and in accordance with all funding and regulatory requirements. Responsible for responding to any issues, questions or actions during the grant agreement and ongoing operations of the vehicles post-grant.
Carmen Quevedo	Financial Analyst	Grant management, ensuring all grant requirements are being met on time, including reporting and request for reimbursement, financial audits, invoice processing, and attend ongoing meetings with the Transit Manager.
James Samuel	Maintenance Manager	Supervise the maintenance and repair of the zero-emission buses for the proposed project for the City of Visalia. Responsible for training technicians, evaluations coaching acquisition and control of inventory parts and materials, services, purchase new and replacement equipment, and other related equipment requirements. Will oversee the vehicle drivers for the project.
	Fresno County Rural Transit Agency	

Moses Stites	General Manager	Responsible for completing the project on time, on budget and in accordance with all funding regulatory requirements during the grant agreement and ongoing operations of the vehicles post-grant. Responsible for any issues, questions or actions during the grant agreement. Work closely with Fleet Maintenance Manager
George Sipin	Fleet Maintenance Manager	Supervise the maintenance and repair of the zero-emission buses for the proposed project for the City of Visalia.
	California State University Fresno	
Andy Bennett	Director, Special Projects	Responsible for administering and completing the project on time, on budget and in accordance with all funding and regulatory requirements during the grant agreement and ongoing operations of the vehicles post-grant.
Debra Penner	Administrative Support Coordinator I	Responsible for helping to administer and complete the project.
Derek Brantley	Parking Projects Specialist	Responsible for helping to administer and complete the project.
Robert Boyd	Associate Vice President for Facilities Management	Oversee the Facilities Department for the successful implementation of the project.
Devon Fullner	Work Control Manager	In charge of scheduling maintenance work and overseeing the high-voltage electrical work for the project.
Jeff Prickett	Building Trades Manager	Oversee the direct building trades and is high voltage electrician.

Gabe Valencia	Lead Electrician	Lead and oversee electrical work.
Chris Tift	Electrician	Execute electrical work for the project.
	San Joaquin Regional Transit District	
Norman Tuitavuki	Director of Operations	Provide executive level oversight and support for maintenance, transportation, and service development areas of the project. Ensure Menil and Issacson receive appropriate level of support and act as the liaison between RTD and Proterra.
Brad Menil	Superintendent-Operations	Provide vehicle maintenance oversight and management. Oversee frontline supervisors that manage frontline mechanics directly. Responsible for maintaining vehicles. Ensure applicable, required, and remedial training for all maintenance employees is accomplished. Serve as Maintenance Liaison between RTD and Proterra.
Cameron Isaacson	Superintendent-Operations	Provide bus operator oversight and management. Oversee frontline supervisors and bus operators. Implement required operation adjustment to ensure reliable operations of vehicles. Ensure all required bus operator training is accomplished. Serve as Transportation Liaison between RTD and Proterra.
Wendell Krell	Director of Facilities	Provide executive oversight and support for facilities, construction and other applicable areas of the project. Oversee the procurement of design,

		construction and installation of charging system. Oversee supporting facility and electrical upgrades. Ensure Facilities department receives the appropriate level of support and provide training for Facilities department.
	City of Modesto Transit Services	
Terry Easley	Project Manager	Project management support and responsible for project planning, coordination and reporting.
Jeff Custer	Maintenance Supervisor	Oversee the implementation of the zero-emission vehicle transit bus technology including both vehicles and infrastructure during the grant agreement and ongoing operations of the vehicles post-grant. Responsible for overseeing bus and infrastructure maintenance.
Melissa Molina	Transit Analyst	Responsible for charger site location negotiations at the Stanislaus County Community Service Agency, utility location and installation, permitting, and construction oversight of fast-charger implementation.
Kay Dillion	Transit Analyst	Responsible for bus and charger infrastructure procurement, utility location and installation, permitting, and construction oversight of the fast-charger at the transit center.
Anna D. Gallego	Administrative Services Technician	Responsible for general administrative assistance, data collection and reporting.

Agenda Item 3.A

PLEASE REFER TO THE WEBSITE FOR THIS ITEM

www.ruraltransit.org

www.fresnocog.org

Agenda Item 3.B

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