



# RESOLUTION No. 21-046

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING AND EXECUTING SUB-GRANTEE CONTRACT NO G20-NS-001 BETWEEN CALIFORNIA AIR RESOURCES BOARD (CARB) AND COUNTY OF NEVADA TRANSIT SERVICES DIVISION FOR AN ENVIRONMENTAL PROTECTION AGENCY (EPA) 2019-20 TARGETED AIRSHED GRANT (EPA-OAR-OAQPS-20-01) FOR THE PURCHASE OF TWO 35-FOOT LOW-FLOOR BATTERY ELECTRIC ZERO EMISSION TRANSIT BUSES, DEPOT SLOW CHARGER, ON-ROUTE FAST CHARGER AND ASSOCIATED CONSTRUCTION COSTS FOR INSTALLATION IN THE AMOUNT OF \$2,460,653 AND AMENDING THE FISCAL YEAR 2020-21 TRANSIT SERVICES DIVISION BUDGET (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, Congress has directed the EPA in the 2019 Consolidated Appropriations Act and Further Consolidated Appropriations Act, 2020, to make funds available for competitive grants to reduce air pollution in nonattainment areas that the Agency determines are ranked as the top five most polluted areas relative to the ozone, annual PM<sub>2.5</sub>, or 24-hour PM<sub>2.5</sub> standards; and

WHEREAS, the California Air Resource Board (CARB) is an eligible entity as defined by Section 302(b) of the Clean Air Act which has responsibility for the prevention and control of air pollution in the nonattainment area, and have an active air program grant under Sections 103 or 105 of the Clean Air Act; and

WHEREAS, CARB (grantee) in coordination with County of Nevada Transit Services Division (sub-grantee), submitted a successful Targeted Airshed Grant (EPA-OAR-OAQPS-20-01) application for the purchase of two 35-foot Low-floor Battery Electric Zero Emission Transit Buses, depot slow charger, on-route fast charger and associated implementation costs in the amount of \$2,460,653; and

WHEREAS, the Board of Supervisors authorized the County of Nevada Transit Services Division as a sub-grantee in the application on February 9, 2021; and

WHEREAS, CARB seeks to enter into sub-grantee contract No. G20-NS-001 with County of Nevada Transit Services Division for the purchase of two 35-foot Low-floor Battery Electric Zero Emission Transit Buses, depot slow charger, on-route fast charger and associated implementation costs in the amount of \$2,460,653.

NOW, THEREFORE, BE IT HEREBY RESOLVED AND ORDERED that the Nevada County Board of Supervisors:

1. Finds all of the above recitals are true and correct; and
2. Authorizes the Chair of the Board to execute Sub-Grantee Contract No. G20-NS-001 on behalf of County of Nevada Transit Services Division; and
3. Accepts the grant award in the amount of \$2,460,653; and
4. Directs the Auditor-Controller to amend the Fiscal Year 2020-21 Transit Services Division as follows:

Increase Budget

4281-91003-707-1000/446800 \$2,460,653

4281-91003-707-1000/540300 \$2,460,653

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of February, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
\_\_\_\_\_  
Dan Miller, Chair

2/23/2021 cc: Transit(2)  
AC\*(hold)

7/13/2021 cc: Transit\*  
AC\* (Release)

# GRANT AGREEMENT COVER SHEET

GRANT NUMBER G20-NS-001
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NAME OF GRANT PROGRAM Zero Emissions Transit Buses – Nevada County	
GRANTEE NAME County of Nevada Transit Services Division	
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER 94-6000526	TOTAL GRANT AMOUNT NOT TO EXCEED \$2,460,653.00
START DATE: February 1, 2021	END DATE: September 30, 2023

This legally binding Grant Agreement, including this cover sheet and Exhibits attached hereto and incorporated by reference herein, is made and executed between the State of California, California Air Resources Board (CARB) and County of Nevada Transit Services Division (the "Grantee" or "Subrecipient").

List of Exhibits:

- Exhibit A – Federal Subgrant Provisions
- Exhibit B – Work Plan
- Exhibit C – Foundational Programmatic Terms and Conditions
- Exhibit D – Budget Summary
- Exhibit E – Payments
- Exhibit F – Reporting Requirements
- Exhibit G – Subaward Contacts
- Exhibit H – Certifications

This Grant Agreement is a sub-grant/sub-award under a U.S. Environmental Protection Agency 2019 & 2020 Targeted Air Shed Grant Program (#TA98T15301-0) with CARB.

This Agreement is of no force or effect until signed by both parties. Grantee or Subrecipient shall not commence performance until it receives written approval from CARB. The undersigned certify under penalty of perjury that they are duly authorized to bind the parties to this Grant Agreement.

STATE AGENCY NAME California Air Resources Board		GRANTEE'S NAME (PRINT OR TYPE) County of Nevada Transit Services Division	
SIGNATURE OF ARB'S AUTHORIZED SIGNATORY <i>Brandy Hunt</i>		SIGNATURE OF GRANTEE (AS AUTHORIZED IN RESOLUTION, LETTER OF COMMITMENT, OR LETTER OF DESIGNATION) <i>[Signature]</i>	
TITLE Branch Chief	DATE 3/1/2021	TITLE Transit Services Manager	DATE 2/23/2021
STATE AGENCY ADDRESS 1001 I Street, Sacramento, CA 95814		GRANTEE'S ADDRESS (INCLUDE STREET, CITY, STATE AND ZIP CODE) 950 Maidu Avenue, Nevada City, CA 95959-8617	
<b>CERTIFICATION OF FUNDING</b>			
AMOUNT ENCUMBERED BY THIS AGREEMENT \$2,460,653.00	PROGRAM 3500000D15	PROJECT 3900FED66956031	ACTIVITY DIRECTPAY
PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00	FUND TITLE Federal Trust Fund		FUND NO. 0890
TOTAL AMOUNT ENCUMBERED TO DATE \$2,460,653.00	(OPTIONAL USE)	CHAPTER 6	STATUTE 2020
APPR REF 001	ACCOUNT/ALT ACCOUNT 5390900	REPORTING STRUCTURE 39007100	SERVICE LOCATION [Redacted] 39891
FISCAL YEAR (ENY) 20/21			
<i>I hereby certify that the California Air Resources Board Legal Office has reviewed this Grant Agreement.</i>			
SIGNATURE OF CALIFORNIA AIR RESOURCES BOARD LEGAL OFFICE: <i>D. Kuen</i>			DATE 1/25/21

## EXHIBIT A: FEDERAL SUBGRANT PROVISIONS

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1. **DEFINITIONS:** When used in this Agreement, the following terms have the meanings provided below, unless otherwise noted.
  - 1.1 "Agreement" means this Subrecipient Agreement and all documents comprising the agreement between CARB and the County of Nevada Transit Services Division (Subrecipient) for this subgrant.
  - 1.2 "CARB" means the California Air Resources Board.
  - 1.3 "Disbursement" means a payment of grant funds from CARB to the County of Nevada Transit Services Division.
  - 1.4 "Disbursement Period" means the period of time between when grant funds pursuant to this agreement become available for disbursement and the date by which all grant funds pursuant to this agreement must be paid out.
  - 1.5 "Program" means the 2019/2020 Targeted Air Shed Grant.
  - 1.6 "Project Liaison" means the CARB representative responsible for monitoring the subgrant.
  - 1.7 "State" means the State of California.
  - 1.8 "Subrecipient" means the recipient of funds pursuant to this Agreement.
- 2 **INITIAL CONDITIONS;**
  - 2.1 This Agreement has no force or effect until both of the following conditions are satisfied:
    - 2.1.1 Agreement is signed by both parties; and
    - 2.1.2 CARB has an approved resolution from Subrecipient's Governing Board (or other documentation signed by a duly authorized official) authorizing Subrecipient to accept funds under this Agreement and committing Subrecipient to administering those funds in compliance with all applicable requirements.
  - 2.2 It is mutually understood between the parties that this Agreement may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
    - 2.2.1 This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years 2019 and 2020 for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.



2.2.2 The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

3 **PROJECT PERIOD:** Performance of work under this Agreement shall fall within the specified Disbursement Period. However, this Agreement shall remain in full force and effect until the project has been formally closed out in accordance with Section 10 (Project Closeout).

4 **SCOPE OF WORK:**

- 4.1 In exchange for the financial assistance provided for in this Agreement, Subrecipient shall complete the work described in the approved Work Plan in Exhibit B (Work Plan).
- 4.2 Subrecipient shall submit any proposed deviation from the approved Work Plan to CARB in writing and shall only proceed with the deviation after receiving CARB's written approval.
- 4.3 Subrecipient shall allow CARB to conduct periodic site visits to determine if work is being completed in accordance with the approved Work Plan, including a final inspection upon project completion.

5 **COST SHARING:**

5.1 Subrecipient shall not be responsible for any cost sharing.

6 **PROGRAM INCOME:** If Subrecipient earns program income during the Disbursement Period as a result of this subgrant, Subrecipient may use the program income to further the objectives of the Subgrant Project and this Agreement. Subrecipient must maintain documentation of the use of program income sufficient to demonstrate that the income was used in accordance with this Agreement.

7 **COSTS AND ACCOUNTING:**

- 7.1 Subrecipient shall use a generally accepted accounting system.
- 7.2 Subrecipient shall separately track and report upon all project costs, administrative costs, and costs claimed as cost sharing under this Agreement.
- 7.3 Subrecipient's fiscal control and accounting procedures shall permit the tracing of subgrant funds to a level of expenditure adequate to establish that such funds have not been used in violation of State or federal law or this Agreement.
- 7.4 Any costs incurred by Subrecipient prior to Subrecipient's receipt of a fully executed copy of this Agreement or the start of the Period of Performance—whichever is earlier—shall be incurred solely at the risk of Subrecipient. In the event that a formal Agreement is not executed, CARB shall not be liable for any amounts expended in anticipation of a formal Agreement.
- 7.5 Subrecipient shall encumber all costs associated with this Agreement and subgrant by 9/30/2023 and pay all such costs by 9/30/2023.

DISBURSEMENTS: Subrecipient shall request disbursement of subgrant funds in accordance with Exhibit E (Payments).

9 **REPORTING REQUIREMENTS:** Subrecipient shall submit reports to CARB in accordance with Exhibit F (Reporting Requirements).

10 **PROJECT CLOSEOUT:**

- 10.1 Within thirty (30) calendar days of the end of the Period of Performance, Subrecipient shall submit the following to CARB:
  - 10.1.1 A final request for disbursement of subgrant funds as required by Exhibit E (Payments);
  - 10.1.2 All required deliverables, including the reports described in Exhibit F (Reporting Requirements); and
  - 10.1.3 Any disbursed subgrant funds required to be returned to CARB under this Agreement.
- 10.2 Within thirty (30) calendar days of CARB's receipt of the final request for disbursement and all required deliverables, CARB shall review closeout documentation and take one of the following steps.
  - 10.2.1 Issue a Final Close-Out Approval Letter to Subrecipient indicating that CARB has formally accepted and closed out the subaward project; or
  - 10.2.2 Inform Subrecipient of additional steps necessary to close out the subaward project and the deadline for taking such steps.

11 **RECORD RETENTION AND AUDIT:**

- 11.1 Subrecipient shall establish an official project file for the project funded by this subgrant. The file shall include all records pertaining to the performance of this Agreement, including financial records, records of all project costs, supporting documents, statistical records, and source documentation for equipment purchased.
- 11.2 Except as noted below, Subrecipient shall maintain the records in the official project file for at least three (3) years after 9/30/2023.
  - 11.2.1 If any litigation, claim, or audit is started before the expiration of the retention period, Subrecipient shall retain all records pertaining to the performance of this agreement until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
  - 11.2.2 Subrecipient shall retain records for real property and equipment acquired with subgrant funds for three (3) years after final disposition of the property.
  - 11.2.3 Subrecipient shall retain records for program income transactions for three (3) years after the end of Subrecipient's fiscal year in which the income was earned.
  - 11.2.4 Subrecipient shall maintain all indirect cost rate computations or proposals, cost allocation plans, and similar accounting computations of the rate at which a particular group of costs is chargeable and their supporting records for the following periods of time.

- 11.2.4.1 If submitted to CARB for negotiation, for three (3) years after the date Subrecipient submitted the proposal, plan, or other computation to CARB.
- 11.2.4.2 If not submitted to CARB for negotiation, for three (3) years from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
- 11.2.5 Upon request and without undue delay, CARB, United States Environmental Protection Agency (U.S. EPA), the California Department of Finance, the California Bureau of State Audits, and any of their designated representative(s) shall have the right to review and to copy Subrecipient's financial statements and any records and supporting documentation pertaining to the performance of this Agreement. Subrecipient agrees to provide 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, in any subgrant related to performance of this Agreement, Subrecipient shall include provisions for these entities to retain identical auditing rights to any subgrantee.

## 12 ABILITY TO SUBGRANT:

- 12.1 Subrecipient shall not subgrant any portion of this Agreement without the prior express written consent of CARB.
  - 12.1.1 Subrecipient shall establish all subgrants in writing and shall ensure that the Federal Award Identification Number (FAIN) is documented on all subgrant agreements.
  - 12.1.2 Subrecipient shall ensure that any subgrants it makes are awarded to eligible subrecipients and that proposed subgrant costs are allowable, reasonable, and allocable under this Agreement and federal regulations. Subrecipient shall ensure that subgrants are not used to acquire commercial goods or services for the subgrant recipient.
  - 12.1.3 Subrecipient shall ensure that any subgrant it makes to a 501(c)(4) organization does not involve lobbying activities.
  - 12.1.4 Subrecipient shall ensure that any subaward it makes to a lower-tier subrecipient is subject to all applicable regulations, statutes, and federal terms and conditions.
- 12.2 Nothing contained in this Agreement or otherwise shall create any contractual relation between CARB and any subgrantee of Subrecipient, and no subgrant shall relieve Subrecipient of its responsibilities and obligations hereunder.
- 12.3 Subrecipient agrees to be as fully responsible to CARB for the acts and omissions of its subgrantees and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Subrecipient.
- 12.4 Subrecipient's obligation to pay its subgrantees is an independent obligation from CARB's obligation to make payments to Subrecipient. As a result, CARB shall have no

obligation to pay or to enforce the payment of any moneys to any subgrantee of Subrecipient.

**13 CONTACT INFORMATION:** Subrecipient and CARB shall direct questions and correspondence regarding this subaward and Agreement to the contacts specified in Exhibit G (Subaward Contacts). Either party may change any of these contacts upon written notice to the other without formal amendment of this agreement.

**14 BREACH OF CONTRACT:**

- 14.1 In the event that Subrecipient fails to comply with any provision of this Agreement or fails to complete the Subgrant Project in the manner agreed upon, this failure shall constitute a breach.
- 14.2 CARB shall promptly notify Subrecipient in writing of any breach which comes to its attention. If Subrecipient fails to cure the breach within a reasonable time, CARB may withhold future payments from Subrecipient, suspend the subgrant, or terminate the subgrant as a result.
- 14.3 If Subrecipient exhibits a willful failure to perform, a history of failure to perform under, or unsatisfactory performance under this Agreement or another financial assistance agreement provided by the State, Subrecipient may be subject to a federal debarment action precluding Subrecipient from receiving federal funds in the future.
- 14.4 CARB reserves all rights under law and equity to enforce this Agreement and recover damages.

**15 TERMINATION AND PROJECT SUSPENSION:**

**15.1 Termination by CARB:**

15.1.1 CARB may terminate this Agreement in the event that Subrecipient breaches any provision and fails to cure the breach within a reasonable time after receiving written notice of the breach.

When termination is due to Subrecipient's breach, CARB is not obligated to reimburse Subrecipient for any costs incurred by Subrecipient in the performance of this Agreement and may request the return of some or all of the disbursed subgrant funds even if Subrecipient has already expended the funds. Subrecipient shall return such funds requested by CARB within thirty (30) calendar days of receipt of a written request.

15.1.2 CARB may terminate or suspend this Agreement when Subrecipient is not in breach of its provisions at any time for any reason judged sufficient by CARB. In such instances, CARB shall reimburse Subrecipient for actual costs incurred in the performance of this Agreement through the effective date of the termination, up to the total Subgrant Amount. CARB shall provide written notice of the termination or suspension to Subrecipient at least thirty (30) calendar days prior to taking action.

- 15.2 **Termination by Subrecipient:** Subrecipient may terminate this Agreement with at least thirty (30) days prior written notice to CARB. In such instances, CARB reserves the right to recover some or all of the disbursed subgrant funds even if Subrecipient has already expended the funds. Subrecipient shall return such funds requested by CARB within thirty (30) calendar days of receipt of a written request.
- 15.3 **Project Termination Plan Requirement:** In the event of termination of this Agreement by either party for any reason, Subrecipient shall submit a Project Termination Plan to CARB for approval at least forty-five (45) calendar days prior to the proposed termination date. The Project Termination Plan shall contain, at a minimum, a complete report on the Subgrant Project that includes sufficient detail for an independent third party to fully evaluate the project's administration.

## 16 GENERAL TERMS AND CONDITIONS:

- 16.1 **Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, approved as required, and signed by individuals authorized to bind CARB and Subrecipient. No oral understanding or agreement not formally incorporated into this Agreement is binding on any of the parties.
- 16.2 **Assignment:** This grant is not assignable by Subrecipient, either in whole or in part, without the consent of CARB in the form of a formal written amendment.
- 16.3 **Child Support Compliance Act:** Subrecipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code.

Subrecipient, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- 16.4 **Compliance with Laws:** Subrecipient shall 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.
- 16.5 **Disputes:** Subrecipient shall continue with its responsibilities under this Agreement during any dispute. Subrecipient staff or management may work in good faith with CARB staff or management to resolve any disagreements or conflicts arising from implementation of this Agreement. However, disagreements that cannot be resolved at the management level within thirty (30) calendar days of when the issue is first raised to CARB shall be subject to resolution by the CARB Executive Officer, or his or her designated representative. Nothing contained in this paragraph is intended to limit any of the rights or remedies that the parties may have under law.
- 16.6 **Governing Law and Venue:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California. CARB and Subrecipient hereby agree



that any action arising out of this 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. Subrecipient hereby waives any existing sovereign immunity for the purposes of this Agreement.

- 16.7 **Indemnification:** Subrecipient agrees to indemnify, defend, and save harmless the State, CARB, and their officers, agents, employees, representatives, and successors-in-interest from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Subrecipient in the performance of this Agreement. Such indemnification shall include reasonable attorneys' fees.
- 16.8 **Independent Contractor:** Subrecipient, its agents, and its employees in their performance of this Agreement shall act in an independent capacity and not as officers, employees, or agents of CARB
- 16.9 **Nondiscrimination:** During the performance of this Agreement, Subrecipient and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Subrecipient and its contractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Subrecipient and its contractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Subrecipient and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other agreement. Subrecipient shall include the nondiscrimination and compliance provisions of this clause in all agreements with its subgrantees to perform work under this Agreement.
- 16.10 **Severability:** If a court of competent jurisdiction holds any provision of this 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.
- 16.11 **Timeliness:** Time is of the essence in this Agreement. Subrecipient shall proceed with and satisfy its obligations under this Agreement in an expeditious manner.
- 16.12 **Availability of Funds:** CARB's obligations under this Agreement are contingent upon the availability of funds. In the event that funds are not available, the State shall have no



liability to pay any funds whatsoever to Subrecipient or to furnish any other considerations under this Agreement.

- 16.13 **Computer Software:** Subrecipient certifies that it has appropriate systems and controls in place to ensure that subgrant funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- 16.14 **Confidentiality:** No record which has been designated as confidential by CARB, or is the subject of a pending application of confidentiality, shall be disclosed by Subrecipient.
- 16.15 **Conflict of Interest:** Subrecipient certifies that it is in compliance with applicable State and federal conflict of interest laws.
- 16.16 **Environmental Justice:** In the performance of this Agreement, Subrecipient 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 populations of the State.
- 16.17 **Force Majeure:** Neither CARB nor Subrecipient shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting directly or indirectly from acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, fire, government orders, national or state declared pandemics. . If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than fifteen (15) calendar days of when the force majeure even occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Grant Agreement immediately in writing without penalty in the event Grantee invokes this clause.

If the Grant Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Grantee must as soon as reasonably practicable recommence the performance of its obligations under this Grant Agreement. The Grantee must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

- 16.18 **No Third Party Rights:** The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation or undertaking established herein.
- 16.19 **Ownership:** All information or data received or generated by Subrecipient under this agreement shall become the property of CARB. No information or data received or generated under this agreement shall be released without CARB's prior express written approval.

- 16.20 **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. Subrecipient shall safeguard all such information or data which comes into its possession under this agreement in perpetuity, and shall not release or publish any such information or data.
- 16.21 **Prevailing Wages and Labor Compliance:** Subrecipient shall be bound by all applicable provisions of California Labor Code Section 1771.  
In addition, Subrecipient shall monitor all agreements subject to reimbursement under this Agreement to ensure that the prevailing wage requirements of California Labor Code Section 1771 are being met.
- 16.22 **Professionals:** For projects involving installation or construction services, Subrecipient shall use only licensed professionals to perform services under this Agreement where licensed professionals are required for those services under state law.
- 16.23 **Subrecipient's Responsibility for Work:** Subrecipient 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. Subrecipient shall be responsible for any and all disputes arising out of its contracts for work on the Subgrant Project, including but not limited to payment disputes with contractors, subcontractors, and providers of services.  
  
The State will not mediate disputes between Subrecipient and any other entity concerning responsibility for performance of work under this Agreement.
- 16.24 **Waiver of Rights:** Any waiver of rights with respect to a default or other matter arising under this 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 Agreement are in addition to any other rights and remedies provided by law.
- 16.25 **Entire Agreement:** This Agreement constitutes the entire agreement between CARB and Subrecipient for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between CARB and Subrecipient with respect to this Agreement.
- 16.26 **Conflict of interest:** Subrecipient certifies that it is in compliance with applicable State conflict of interest laws. Subrecipient may have no interest, and shall not acquire any interest, direct or indirect, which will conflict with its ability to impartially complete the tasks described herein. Subrecipient must disclose any direct or indirect financial interest or situation which may pose an actual, apparent, or potential conflict of interest with its duties throughout the Agreement term. CARB may consider the nature and extent of any actual, apparent, or potential conflict of interest in Subrecipient's ability to perform the Agreement. Subrecipient must immediately advise CARB in writing of any potential conflicts of interest throughout the Agreement term.

16.27 **Fiscal management systems and accounting standards:** Subrecipient 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 Agreement. Unless otherwise prohibited by State or local law, Subrecipient further agrees that it will maintain separate project accounts in accordance with generally acceptable accounting principles.

17 **FEDERAL FLOWDOWN REQUIREMENTS:** Subrecipient shall comply with all applicable federal requirements, including those in Part 200 et seq. (*Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*), Part 1500 et seq. (*U.S. EPA Regulations for Grants and Agreements*) of Title 2 of the Code of Federal Regulations (CFR), and the current U.S. EPA General Terms and Conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2020-or-later>. These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award and outlined in Exhibit C, Foundational Programmatic Terms and Conditions.

In particular, CARB calls the following federal requirements to Subrecipient's attention:

17.1 **Costs Eligible for Reimbursement:** CARB shall only reimburse Subrecipient for costs that are allowable, reasonable, and allocable under both the Work Plan in Exhibit B and the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (2 CFR Part 200 Subpart E—Cost Principles).

17.1.1 Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this Agreement. Management fees or similar charges may not be used to improve or expand the project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

17.2 **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements:** Throughout the term of this Agreement, Subrecipient shall maintain a DUNS number from Dun & Bradstreet and an up-to-date registration in SAM. Subrecipient shall review and update its SAM registration at least annually after the initial registration, and more frequently if required by changes in the registration information or another award term.

In addition, Subrecipient shall ensure any organization to which it makes a subgrant under this Agreement meets these requirements as well and shall not make a subgrant to an entity unless the entity has provided its DUNS number to Subrecipient.

17.3 **Executive Compensation Reporting:** Within two (2) weeks of this subgrant, Subrecipient shall report the names and total compensation of each of Subrecipient's five (5) most highly compensated executives for Subrecipient's preceding completed fiscal year to CARB if Subrecipient meets all of the following requirements:

- 17.3.1 In Subrecipient's preceding fiscal year, Subrecipient received 80% or more of its annual gross revenues from Federal procurement contracts (including subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards).
- 17.3.2 In Subrecipient's preceding fiscal year, Subrecipient received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (including subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards); AND
- 17.3.3 The public does not have access to information about the compensation of Subrecipient's executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.
- "Total compensation" for purposes of this section means the cash and noncash dollar value earned by the executive during Subrecipient's preceding fiscal year. For more information, see 17 CFR 229.402(c)(2).
- 17.4 **Consultant Cap:** The salary rate (excluding overhead) paid to individual consultants retained by Subrecipient or by Subrecipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages>, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices). Sub-agreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation.
- 17.5 **Single Audit:** In accordance with the Single Audit Act and Section 200.501 of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subrecipient shall obtain a single audit from an independent auditor if Subrecipient expends \$750,000 or more in total federal funds in its fiscal year. In addition, Subrecipient shall:
- 17.5.1 Provide a written notification to CARB that an audit of Subrecipient was conducted in accordance with OMB Circular A-133; and
- 17.5.2 Submit to CARB a copy of the form SF-SAC and Single Audit Report Package. For complete information on the single audit process and required submissions, Subrecipient may visit the Federal Audit Clearinghouse Web site at <https://facweb.census.gov/>.
- 17.6 **Disclosing Conflict of Interests:** Subrecipient shall disclose all conflicts of interests to CARB in a manner that is consistent with U.S. EPA's Conflict of Interest Policy (available



<https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy>) within 7 calendar days of the discover of the conflict.

- 17.7 **Procurement:** Subrecipient shall conduct all procurement transactions in a manner providing full and open competition consistent with U.S. EPA regulations under 40 CFR Part 30.43, 31.36, or 35.6555, as applicable. Subrecipient shall also perform a cost or price analysis in connection with every procurement action, including contract modifications, in accordance with 40 CFR Part 30.45, 31.36, or 35.6585, as applicable.

Subrecipient shall also make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this Agreement; shall require its subgrantees (if any), loan recipients, and prime contractors to also comply; and shall maintain records documenting compliance

- 17.7.1 Ensure Disadvantaged Business Enterprises (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- 17.7.2 Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 17.7.3 Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, state and local government recipients, this will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- 17.7.4 Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- 17.7.5 Use the services and assistance of the Small Business Administration (SBE) and the Minority Business Development Agency of the Department of Commerce.
- 17.7.6 If the prime contractor awards subcontracts, require the prime contractor to take the above steps.
- 17.8 **Fair Share Objective:** A recipient must negotiate with the appropriate U.S. EPA award official, or his/her designee, for share objectives for Minority Business Enterprise and Women Business Enterprise (MBE and WBE) participation in procurement under the financial assistance agreements.

In accordance with 40 CFR Section 33.411 some recipients may be exempt from the fair share objective requirements as described in 40 CFR Part 33, Subpart D. Recipients

should work with their DBE coordinator if they think their organization may qualify for an exemption.

The dollar amount of this assistance agreement, or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from U.S. EPA is \$250,000 or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with U.S. EPA by the California State Water Resources Control Board (CSWRBC), as follows:

	MBE	WBE
Construction	2%	1%
Equipment	1%	1%
Services	1%	1%
Supplies	1%	1%

The recipient accepts the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services, and equipment, in the same or similar geographic buying market as CSWRBC.

- 17.9 **Negotiating Fair Share Objectives/Goals:** The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is not accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE Coordinator, Rede Shifferaw, at [Shifferaw.Red@epa.gov](mailto:Shifferaw.Red@epa.gov), within 120 days of its acceptance of the financial assistance award. U.S. EPA will respond to the proposed fair share objective/goals within thirty (30) days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its U.S. EPA funds for procurements until the proposed fair share objective/goals are submitted.

- 17.10 **Contract Administration Provisions:** The recipient agrees to comply with the contract administration provisions of 40 CFR Section 33.302.
- 17.11 **Bidders List:** Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an U.S. EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.



- 17.12 MBE/WBE Reporting: General Compliance, 40 CFR Part 33, Subpart E - Reporting Condition. MBE/WBE reporting is required annually. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category, that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on U.S. EPA's review of the planned budget, this award meets the conditions above and is subject to Disadvantaged Business Enterprise (DBE) Program reporting requirements. Conversely, the recipient must submit to the GrantsRegion9@epa.gov a justification and budget detail within twenty-one (21) days of the award date demonstrating that this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization under Federal Grants, Cooperative agreements" report (U.S. EPA Form 5700-52A) on an annual basis. All procurement actions that are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual:" in section IB of the form. For the final report, recipients must check the box indicated for the "last report" of the project in section IB of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to GrantsRegion9@epa.gov. The current U.S. EPA Form 5700-52A can be found at the U.S. EPA Office of Small Business Program's Home Page at <https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business>.

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33, Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33, Subpart D.

- 17.13 **Equipment Disposition:** Consistent with 2 CFR 200.313, Subrecipient may keep equipment purchased with subgrant funds so long as Subrecipient continues to use the equipment on the Subgrant Project or on other federally funded projects, whether or not the project or program continues to be supported by federal funds.

- 17.14 **Suspension and Debarment:** Subrecipient shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Subrecipient shall also ensure that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this Agreement, or pursuance of legal remedies, including suspension and debarment.
- 17.15 **Copyrighted Material and Data:** U.S. EPA shall have the right to reproduce, publish, use, and authorize others to reproduce, publish, and use copyrighted works or other data developed under this assistance agreement for federal purposes. This right includes but is not limited to authorizing another recipient of federal grant funds to use the copyrighted works or other data developed under this grant to perform another grant when such use promotes the efficient and effective use of federal grant funds.
- 17.16 **Acknowledgement Requirements:** Subrecipient shall include the following statement in any reports, documents, publications, or other materials developed for public distribution supported by this assistance agreement: "This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement number TA98T15301-0 to the California Air Resources Board. The contents of this document do not necessarily reflect the views and policies of the U.S. Environmental Protection Agency, nor does U.S. EPA endorse trade names or recommend the use of commercial products mentioned in this document."
- 17.17 **Electronic and Information Technology Accessibility:** Subrecipient shall comply with the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology. Subrecipient shall ensure that any electronic and information technology systems or products funded by this award are designed to meet the diverse needs of users without barriers or diminished function or quality and that systems include usability features and function that accommodate the needs of person with disabilities, including those who use assistive technology.
- 17.18 **Light Refreshments and/or Meals:** Subrecipient shall not use subgrant funds for light refreshments and/or meals served at events such as meetings, conferences, training workshops, and outreach activities unless the event(s) and all components, including the refreshments and/or meals, are part of the approved Work Plan in Exhibit B. U.S. General Services regulations define light refreshments for morning, afternoon, or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins (41 CFR 301-74.11).
- 17.19 **Civil Rights Obligations:** Subrecipient shall fully comply with all applicable civil rights statutes and implementing U.S. EPA Regulations, including Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of

1975; 40 CFR Part 7; when applicable, Title IX of the Education Amendments of 1972 and 40 CFR Part 5; and, when applicable, Section 13 of the Federal Water Pollution Control Act Amendments of 1972.

- 17.20 **Drug-Free Work Place:** Subrecipient shall make an ongoing, good faith effort to maintain a drug free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B.
- 17.21 **Hotel-Motel Fire Safety:** Pursuant to 15 USC 2225a, Subrecipient shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).
- 17.22 **Lobbying and Litigation:** Subrecipient shall not use subgrant funds to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. Subrecipient shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.

Subrecipient shall also comply with Title 40 CFR Part 34 (New Restrictions on Lobbying). Subrecipient shall include the language of this provision in award documents for all subgrants exceeding \$100,000, and require that subgrantees submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. Contracts awarded by Subrecipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Pursuant to Section 18 of the Lobbying Disclosure Act, Subrecipient affirms that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.

- 17.23 **Resource Conservation and Recovery Act:** Consistent with goals of section 6002 of RCRA (42 U.S.C. 6962), if Subrecipient is a State or local institution of higher education, hospital, or non-profit organization, Subrecipient shall give preference in procurement programs to the purchase of specific products containing recycled materials, as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, Subrecipient shall purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where

the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), Subrecipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

- 17.24 **Trafficking in Persons:** Subrecipient and Subrecipient's employees and subawardees under this award may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award. The Federal awarding agency may unilaterally terminate this award without penalty if Subrecipient is determined to have violated this provision or has an employee who is determined by the agency official authorized to terminate the award to have violated the provision through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by U.S. EPA at 2 CFR 1532.

California Air Resources Board  
[2020 Targeted Air Shed Grant]: County of Nevada Transit Services Division  
Federal Subrecipient Agreement Number: G20-NS-001

## EXHIBIT B: WORK PLAN

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### 2019 and 2020 U.S. EPA Region 9 Targeted Air Shed Grant (TAG) Program

#### A. Summary Information Page

1. **Project Title:** Zero Emission Transit Buses – Nevada County

2. **Applicant Information:**

California Air Resources Board  
1001 I Street, P.O. Box 2815  
Contact: Earl Withycombe, Air Resources Engineer  
Phone: (916) 322-8487  
Fax: (916) 322-3646  
email: [Earl.Withycombe@arb.ca.gov](mailto:Earl.Withycombe@arb.ca.gov)

**Application submitted on behalf of:**

County of Nevada Transit Services Division  
950 Maidu Avenue  
Nevada City, CA 95959-8617  
Robin Van Valkenburgh, Transit Services Manager  
Phone: (530) 477-0103, Extension 1003  
Email: [robin.vanvalkenburgh@co.nevada.ca.us](mailto:robin.vanvalkenburgh@co.nevada.ca.us)

3. **Total Project Cost**

- a. Total cost of the project: \$2,460,653
- b. EPA funding: \$2,460,653
- c. Funding from other sources, including any voluntary leveraged cost-share or in-kind resources: \$0

4. **Project Period:** February 1, 2021 through September 30, 2023

5. **Project Description:** This project will purchase two 35-foot battery electric zero emission transit buses and all associated charging infrastructure, both overnight



trickle and on-route fast charging. This purchase will replace two (2) 30-foot diesel cutaway buses and supports expansion of core bus service.

6. **Place of Performance:** Western Nevada County, CA Ozone Nonattainment Area

7. **DUNS Number:** 195930276

## B. Project Summary and Approach

*Detailed project summary, description of specific actions and methods to be undertaken and the responsible institutions.*

### 1. Ongoing, Significant Emissions Reductions and Consideration of Other Activities

- a. The County of Nevada Transit Services Division is proposing the purchase of two (2) 35-foot low floor transit style Zero Emission Buses (ZEB) and all related slow and fast vehicle charging infrastructure to replace two (2) 30-foot El Dorado Aero Elite 290 diesel cutaways (one 2015 (engine MY2014) and one 2016 (engine MY2015). Each vehicle currently operates approximately 31,200 miles annually. The proposed vehicles will be used entirely within the Western Nevada County Ozone Nonattainment Areas, serving the communities of Grass Valley and Nevada City along the SR49/SR20 corridor.

Staff is proposing to purchase two (2) Gillig 35-foot Battery Electric Low Floor Plus buses via options on the Commonwealth of Virginia contract (IFB #2712), one Charge Point Power Block (156kW DC) charger and one (1) Momentum Dynamics In-ground 150kW Inductive on-route charger with required vehicle receiver pads.

The proposed project is consistent with current California Air Resources Board (CARB) requirements for California transit agencies to move to zero emissions fleets by 2026 (small rural agencies) and supports the overarching goal of reducing statewide emissions by replacing diesel engine vehicles with zero-emission battery electric vehicles. The proposed project is consistent with County goals as well as the capital replacement plan included in the Western Nevada County Transportation Development Plan Update (2016).

As a public transit provider the Transit Services Division is always searching for ways to improve operations and customer service. The proposed project will provide significant operational benefits which in turn will provide enhanced customer service and improved overall customer satisfaction and ultimately emissions reductions.

By replacing the current cutaway vehicles with low floor transit style buses staff expects to see significant reductions in route running times, between five (5) and ten (10) minutes per run, due to improved wheelchair loading and unloading times. The current average load and unload time for wheelchairs is approximately five (5) minutes for each, with the proposed ZEB low floor

transit style buses that duration drops to between 30 – 90 seconds. This equates to a potential savings of up to ninety (90) minutes (1.5 WC/run\*12 runs\*5 min) per route per day of scheduled time on route which is typically spent idling. Based on the current projections of using the ZEB vehicles on two (2) main routes, the reduced idling time per day could reach a maximum of ninety (90) minutes per day. This reduction in run times will lead to improved on-time performance which may lead to enhanced ridership.

The improvement in on-time performance and the ease of boarding and alighting for all passengers is expected to improve customer satisfaction, reduce potential passenger conflict due to delays and improve employee morale.

The proposed project also supports the implementation of service enhancement recommendations from the Western Nevada County Transportation Development Plan Update (WNCTDP) which include enhanced service frequency within the core nonattainment areas of Grass Valley and Nevada City. The WNCTDP recommends increasing headway frequency from sixty (60) minutes to thirty (30) minutes on routes 1 and 4, which specifically serve Nevada City and Grass Valley. Implementation of these frequency improvements have the potential to increase transit ridership by up to 40 percent (40%) annually (approximately 105,000 annual unlinked passenger trips) based on past empirical data.

## **2. Emission Inventory and Progress Towards Attainment**

- a. This project proposes to replace two (2) 30-foot El Dorado Aero Elite diesel cutaway buses used for daily public transit operations which span up to fourteen (14) hours per day. Total emissions reduction specific to the replaced vehicles is 100 percent (100%) based on emissions for Zero Emission Buses. These emission reductions will be ongoing and are compliant with CARB guidelines.

Additional expected co-benefits are ridership increases which will lead to emissions and Vehicle Miles Traveled (VMT) reductions. Based on data obtained from prior service years wherein transit provided thirty (30) minute headways on route 1, as is intended with the proposed project vehicles, staff estimates that passenger vehicle reductions due to mode shifting will 69,224 VMT per years. Average annual emissions over the 14-year life of the electric buses for displaced passenger vehicle use will be:

Passenger Vehicle VMT Reduction =			69,224	miles/yr
Passenger Vehicle Emission Factors =			0.060	gram NOx/mile
	=		0.068	gram ROG/mile
	=		0.094	gram PM2.5/mile (exhaust + wear)
<b>Transit Bus Emissions:</b>				
		Average	45	MPH
Bus Emission Factors =		0.79		0.120 gram NOx/mile
	=	0.00		0.002 gram ROG/mile
	=	0.01		0.007 gram PM2.5/mile (exhaust only)
<b>Annual Emissions Per Bus =</b>				
		Average	45	MPH
		45.4	1.4	46.8 lb NOx/yr
	=	0.1	0.0	0.1 lb ROG/yr
	=	0.3	0.1	0.4 lb PM2.5/yr (exhaust only)
<b>Total Annual Bus Emissions =</b>				
		Average	45	MPH
		90.9	2.7	93.6 lb NOx/yr
		0.2	0.0	0.3 lb ROG/yr
		0.7	0.2	0.8 lb PM2.5/yr (exhaust only)
<b>Annual Emissions =</b>				
				9.2 lb NOx/yr
	=			10.4 lb/ROG/yr
	=			14.3 lb/PM2.5/yr (exhaust + wear)
<b>Net Emissions Reductions =</b>				
				102.7 lb NOx/yr
	=			10.7 lb ROG/yr
	=			15.2 lb PM2.5/yr

These figures are based on a three-year project cycle with an estimated ridership increase of 63,000.

### 3. Innovative Emission Reductions

- a. This project utilizes the most current, efficient user friendly products available to meet the specified emissions reduction targets. As a rural transit agency there are limited opportunities to directly and significantly impact emissions within our community. The transit bus fleet is the largest and most impactful component of vehicle emissions within the County. The proposed bus replacement project allows us to meet emissions reduction objectives through the purchase of Zero Emission Buses while also helping to improve operating efficiency and overall customer satisfaction.

By reducing fleet vehicle emissions and potentially increasing transit ridership through increased frequency of service we have the ability to meet needed emissions reductions, reduce community VMT and create a countywide acceptance of public transit which will possibly reduce future dependence on personal vehicles.

This project meets current CARB transit fleet requirements for emissions reductions and supports the capital replacement recommendations included in the Western Nevada County Transportation Development Plan Update. In addition, the proposed project has been included within the infrastructure design aspects of the newly built Nevada County Operations Center, meaning that the electrical charging infrastructure requirements are already addressed and planned for within that project.

#### 4. Roles and Responsibilities

- a. CARB will accept the grant and monitor compliance by the County of Nevada Transit Services with all grant requirements. These will include, but be limited to:
  - i. Reviewing and acting upon any proposed deviation from the approved Work Plan submitted by County of Nevada Transit Services;
  - ii. Conducting periodic site visits, as deemed necessary by CARB, to determine if work is being completed in accordance with the approved Work Plan, including a final inspection upon project completion;
  - iii. Reviewing quarterly reports for completeness and forwarding approved reports to U.S. EPA;
  - iv. Promptly notifying the County of Nevada Transit Services of any breach of the Subrecipient Agreement;
  - v. Reviewing disbursement claims for completeness and submitting approved claims to the California State Controller's Office for payment;
  - vi. Reviewing the final request for disbursement and all deliverables and issuing a Final Close-Out Approval Letter upon acceptance;

As the sub-grantee the County of Nevada Transit Services is responsible for the identification of the desired vehicles which meet the ZEB requirements, ensuring all Federal procurement procedures are followed in accordance with best practices, procurement of all project related equipment and proper administration of all grant funds in accordance with grant guidelines.

### Section 1 – Community Benefits, Engagement and Partnerships

#### A. Community Benefits

1. Western Nevada County is located in the heart of California's Gold Rush country. Western Nevada County is bounded by Sierra County to the north, Placer County to south, and Yuba County to the west. Western Nevada County covers approximately 618 square miles, ranging in elevation from near sea level in the southwest to roughly 5,500 feet at Bowman Lake in the northeast. Western Nevada County is traversed by three main highways: State Route (SR) 49 running north-south, SR 20 running east-west, and SR 174 running between Grass Valley and Colfax, just south of the county boundary.

The main economic and population centers in Western Nevada County consist of Nevada City and Grass Valley, which are situated below the heavy snows of the

Sierra Nevada. Nevada City serves as the county seat. The only other incorporated community in Western Nevada County is Grass Valley, located approximately four (4) miles southwest of Nevada City. There are also a number of important residential areas in the outlying portions of the study area, including Lake Wildwood, Penn Valley, Lake of the Pines, Chicago Park, and North San Juan. Significantly, much of Western Nevada County is designated as low-income according to AB1550 mapping.

The proposed project will significantly reduce emissions related to transit fleet vehicles operating within the effected nonattainment zone thereby improving air quality within the Western Nevada County region. These reductions will be ongoing for the life of the purchased vehicles, estimated at a minimum of fourteen (14) years.

In addition to the specific transit fleet emissions reductions there will be co-benefits associated with improved transit operations. The expected co-benefits of the proposed project are as follows.

Improve transit system efficiency: Given the reduction of time required for passenger loading and unloading, specifically wheelchair passengers, it is estimated that system on-time performance may improve up to 20 percent (20%.) This would equate to improving on-time performance from approximately 60-65 percent (60-65%) currently to 80-85 (80-85%.)

Additionally, with the reduction of time required to load and unload passengers, staff estimates a reduction of up to ninety (90) minutes per day of diesel engine idling on the routes specified to utilize the project vehicles.

Another projected benefit to the community is the fact that, with the addition of the project vehicles, staff intends to increase route frequency from sixty (60) minute headways to thirty (30) minute headways on core routes within Nevada City and Grass Valley. This frequency increase is projected to result in a ridership increase of up to 63,000 passenger trips annually which will may result in a reduction of up to 69,224 vehicle miles traveled per year. This amounts to a reduction of up to fifty (50) metric tons of GHG.

Ultimately the proposed project will help to create a modern efficient transit fleet which is instrumental in the improvement of the Western Nevada County transit system. The zero emissions buses will provide a comfortable, time saving way for members of low-income designated communities to travel for essential life functions. The system efficiency improvements will make transit a reasonable, attractive alternative to driving a personal vehicle for current non-transit users.

## **B. Community Engagement and Partnerships**

1. The proposed project is supported by the Transit Services Commission, which is the policy board for the County of Nevada Transit Services Division, and the ATCI-MAPCO/Social Services Transportation Advisory Council.

If approved, the purchased vehicles will undergo exterior wraps which will be based on art designs produced by local Western Nevada County artists. The bus wrap project is being done in partnership with the Nevada County Arts Council and will be annual competitive program which includes design submissions which are then submitted to the community for final design choice. In this way the community will have direct input into the overall appearance of the transit fleet.

## **Section 2 – Project Sustainability**

The proposed project is the first step for the County of Nevada Transit Services Division in achieving the meeting of the CARB zero emissions goal for transit fleets. This project will allow the division to complete an initial procurement large enough to purchase multiple vehicles, which is necessary to implement the battery electric technology. This project will also provide a sufficient delay to allow for improvements in zero-emission cutaway vehicles for them to be viable long-term fleet solutions. Going forward staff will identify a staggered fleet replacement schedule which will minimize the annual financial burden to the greatest extent possible, while still meeting the mandated timeline to achieve a zero-emissions fleet.

In partnership with the Nevada County Transportation Commission, Northern Sierra Air Quality Management District and Caltrans, the Transit Services Division will develop a capital replacement plan utilizing multiple funding sources including: State Local Transportation Funds, State Transit Assistance funds, Low Carbon Transit Operations Program funds and Federal Transit Administration grant opportunities.

In addition to the purchase of zero-emissions transit fleet, the transit services division will seek to continually enhance the transit services provided to the communities of Western Nevada County. These service enhancements will strive to remove gaps in service, broaden appeal and encourage system connectivity with neighboring communities.

## **Section 3 – Environmental Results – Outcomes, Outputs and Performance Measures**

### **A. Expected Project Outputs and Outcomes**

1. The proposed project is designed to replace two (2) 30-foot El Dorado Aero Elite diesel cutaway medium-duty transit buses (MY2015 & 2016) with two (2) Gillig 35-foot Battery Electric Low Floor Plus zero emission buses.

The two (2) El Dorado cutaways are currently in revenue service approximately fourteen (14) hours per day; 31,200 miles/bus/year and have the following emissions outputs.



Anticipated Outputs and Outcomes	
Outputs	Outcomes
Replace one (1) 2015 and one (1) 2016 30 foot El Dorado Aero Elite diesel cutaway buses with battery electric zero emissions buses	*Annual diesel cutaway NOx Emissions Reduced: 93.6 lbs./year
	*Annual diesel cutaway ROG emissions Reduced: 0.3 lbs./year
	*Annual diesel cutaway PM2.5 emissions reduced: 0.4 lbs./year
	*Lifetime diesel cutaway NOx Emissions Reduced: 655.2 lbs. (7 yr. ULB)
	*Lifetime diesel cutaway ROG emissions Reduced: 2.1 lbs. (7 yr. ULB)
	*Lifetime diesel cutaway PM2.5 emissions reduced: 2.8 lbs.
	*Annual Diesel Fuel Reduced: 10,129 gallons
	*Lifetime Diesel Fuel Reduced: 70,905 gallons

## B. Performance Measures

1. Project performance measure may include, but not be limited to, the following.
  - a. Oversight of the procurement process via the County of Nevada Purchasing Division;
  - b. Tracking and reporting expenditures to all required agencies;
  - c. Providing accurate and achievable milestone progress reports as compared to projected milestones;
  - d. Providing visual and written documentation of receipt of vehicles, including start date of service.

## C. Performance Plan

1. In conjunction with CARB, the County of Nevada Purchasing Division and the Transit Services Division will follow established Federal Transit Administration (FTA) procurement guidelines for the procurement of transit vehicles via piggyback on an established contract which has assignable options. Once the proposed vehicles are received and placed in service the emissions reductions will be realized as the current vehicles are removed from service.
2. Consistent with current County policy, the vehicles proposed for replacement will be removed from service permanently and placed for auction. The County currently utilizes the website [www.publicsurplus.com](http://www.publicsurplus.com) for vehicle auctions. In order

to ensure that the vehicle removal meets EPA policy guidance the it will be stipulated the vehicles, when purchased, may not be registered for use in the State of California. The vehicles will be placed for auction within ninety (90) days of receipt and full acceptance of the proposed ZEB vehicles.

3. The estimated revenue generated by auctioning the vehicles will be between \$5,000 and \$10,000 per vehicle. Any funds received through the auction of vehicles will be returned to the project to offset potential administration or equipment costs.

#### D. Timeline and Milestones

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB OUT FOR BID	August 2020
	This is a procurement through the assignment of existing contracting rights (piggyback) with Commonwealth of Virginia	
2.	CONTRACT AWARDED	November
	Commonwealth of Virginia awarded the contract on 6/24/2019 to Gillig LLC. County of Nevada Transit Services Division will be assigned existing contract rights (piggyback) on the Commonwealth of Virginia's procurement.	
3.	NTP-Gillig LLC	November
4.	CEQA/NEPA Environmental Compliance	Feb – June
5.	PS&E for Depot and On-route Charging Infrastructure	Mar - July
6.	Right of Way	Jun - Oct 2021
7.	Begin Construction	Feb 2022
8.	End Construction	June 2022
9.	FIRST VEHICLE DELIVERED	Nov 2022
10.	ALL VEHICLES DELIVERED	Dec 2022
11.	FINAL VEHICLE ACCEPTANCE CONTRACT COMPLETE ( <i>Use date of final payment</i> )	February 2023
12.	REPLACED VEHICLES REMOVED FROM SERVICE AND SET FOR AUCTION	Within 90 Days of final vehicle acceptance
12.	CLOSEOUT	October 2023

### Section 4 – Programmatic Capability and Past Performance

#### A. Management, Completion and Reporting Requirements

1. With respect to grant management, CARB has accepted several U.S. EPA grants in the past three (3) years, including: Section 105 Air Pollution Control Financial Assistance Grant (Grant Number A-00901315), PM 2.5 Monitoring Network Grant

(Grant Number PM-00T41301), and the State Clean Diesel Grant (Grant Number DS-99T62501). Each of these recent grants represents a continuation of a multi-year, multi-million dollar grant from U.S. EPA. For each grant, CARB has completed all grant agreement terms and completed (or expects to complete) the approved work plans to expeditiously apply funds to shared U.S. EPA and CARB air quality goals. CARB has documented progress on these grants through submittal of required reports and inputting collected data into state and national databases, as appropriate per the grant terms.

Additionally, CARB has extensive experience implementing multi-million-dollar incentives programs, such as the Lower-Emission School Bus Program, the Carl Moyer Memorial Air Quality Standards Attainment (Moyer) Program, Goods Movement Emission Reduction (Goods Movement) Program, the Air Quality Improvement Program (AQIP), and the Providing Loan Assistance for California Equipment (PLACE) Program. CARB's experience in these programs has established solid working relationships with Air Districts as well as engine/equipment and retrofit manufacturers and vendors necessary for successfully implementing the proposed project.

2. The sub-recipient, County of Nevada Transit Services Division, does not have any similar Federally funded assistance agreements within the past three years. The Transit Services Division is a recipient of FTA 5311 funds on an annual basis. Staff has submitted a successful FTA 5339 Bus and Bus Facilities grant for \$500,000 for the construction of bus wash facilities. This grant award is currently pending.

#### **B. Not Applicable**

#### **C. Staff Expertise**

1. The project lead at CARB is Earl Withycombe, Air Resources Engineer. He has experience in administering several U.S. EPA Section 105 Border Activity grants relating to Salton Sea and air quality monitoring activities.

The project lead for the County of Nevada is Mr. Robin Van Valkenburgh, Transit Services Division Manager. He has been a Transit Manager/Planner for the past 15 years with various organizations. During this time he has successfully applied for and was awarded an FTA 5309 Bus and Bus Facilities grant in the amount of \$18 million (2012 – Butte County Association of Governments) for the construction of a new Transit Operations and Maintenance Facility; multiple transit bus procurements and various technology procurements.

### **Section 5 – Leveraged Funding**

The County of Nevada is not proposing any leveraged funding.

### **Section 6 – Budget**

#### **A. Expenditure of Awarded Funding**

1. Per County of Nevada policy upon notification of grant award, the Transit Services Manager will submit a grant acceptance Board of Supervisors agenda item to formally accept the grant award and allow expenditures against the grant funds. At this time a separate fund account will be established by the County to ensure transparency and simplify interest tracking.
2. Once a Notice to Proceed has been issued for the procurement of the vehicles all invoices will be processed by the Transit Services Division accounting tech in accordance with established County policy and grant procedures. All expenditures will require signature by the Transit Services Manager.
3. Each invoice submitted for payment by the Transit Services Division will be reviewed by the County auditor/controller's office for accuracy and eligibility.
4. Quarterly Milestone progress reports will be submitted and will include any invoices processed during the reporting period.
5. Upon receipt and final acceptance of ZEB's staff will place retired vehicles up for auction in accordance with County policy. Per EPA policy this will occur within ninety (90) days of final acceptance. Any funds received from auctioned vehicles, estimated at between \$5,000 and \$10,000 per vehicle, will be returned to the project to offset project administration or equipment costs.

**B. Budget Table: Other – Cost Pass-through**

Line Item & Itemized Cost	EPA Funding	Non-Federal Share
Equipment		
2 – 35 foot Battery Electric Low Floor Plus buses (\$856,815/bus + tax)	\$1,842,153	
1 – Power Block (156kW DC charger) @ \$129,000/unit	\$129,000	
1 – Momentum Dynamics 150kW Inductive In-route Charging Pad	\$138,900	
2 – Momentum Dynamics 150kW Inductive Charging Bus Receiver	\$99,900	
<b>Total Equipment</b>	<b>\$2,209,953</b>	\$0
Contractual		
Charging equipment installation (Ops Facility and Transit Center)	\$250,700	
<b>Total Contractual</b>	<b>\$250,700</b>	\$0
<b>Total Pass-through</b>	<b>\$2,460,653</b>	\$0
<b>Total Project Cost</b>	<b>\$2,460,653</b>	\$0

## I. FOUNDATIONAL PROGRAMMATIC TERMS AND CONDITIONS

### A. Work Plan and Budget Revisions

The recipient is expected to carry out the tasks and activities in the approved workplan. The recipient shall consult the U.S. Environmental Protection Agency (EPA) Project Officer (PO) regarding whether a proposed budget or work plan activity revision constitutes a significant change in the scope or the objective of the project or program. The recipient may not make significant changes to the proposed activities in the EPA-approved workplan or budget without prior written approval from EPA. The recipient shall contact the EPA PO with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination. If activities or technology compatibility issues arise that cannot be resolved, EPA may elect to terminate the cooperative agreement, and if applicable, recover ineligible expenditures from the recipient. Any significant changes to the approved workplan that would result in undermining the integrity of the award competition will not be approved.

### B. Substantial Federal Involvement for Cooperative Agreements

EPA will be substantially involved in overseeing this cooperative agreement, which may include, but is not limited to programmatic oversight and monitoring, reviewing project phases, approving substantive terms included in professional services contracts (EPA will not direct or recommend that the recipient enter into a contract with a particular entity), and EPA collaboration regarding scope of work and mode of operation.

### C. Quarterly Performance Reporting and Final Performance Report

#### C.1. Quarterly Reports – Content

The recipient must submit quarterly performance reports that address the progress made to achieve the work plan commitments. The recipient must include summary information on technical progress and expenditures, and planned activities for next quarter.

In accordance with 2 CFR §200.328, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) the reasons why established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs. A suggested template for the quarterly reports will be provided by the PO. Additionally, the recipient agrees to inform the PO as soon as problems, delays, or adverse conditions which will materially impair the ability



to meet the outputs/outcomes specified in the assistance agreement work plan arise.

Each quarterly report must include the total number of scrapped and replaced, replaced-only, and/or repaired devices. As applicable, the recipient will include technical progress of other activities beyond scrappage, replacement, and/or repair activities, which may include heat-conserving weatherization activities, a seasoned wood program, a wood shed program, education and outreach efforts, enforcement and monitoring, a residential yard waste collection program, deploying air sensors, deploying air filters, and/or deploying air monitoring system(s).

### **C.2. Final Report – Content**

The recipient must submit the final performance report to the PO within 90-days after the project period end date or termination of the assistance agreement. A suggested template for the final report, similar to the quarterly report template, will be provided by the PO. As applicable, the total number of removed and/or scrapped devices, the total number of repaired devices, and the total number of new funded devices must be included in the final performance report. The final performance report must include the following:

1. A narrative summary of the project or activity.
2. Project results (outputs and outcomes) as reflected in the final, approved workplan, which must include but are not limited to the following:
  - a. Final estimated air emissions benefit calculations for all the activities undertaken by the recipient. Estimated emissions benefits may include pollutants (e.g., PM<sub>2.5</sub> and NO<sub>x</sub>) that affect the nonattainment status of the area where the project is located. The final estimated emission benefit calculations must be based on the actual number and type of funded devices as included in the workplan. The recipient must include the methodologies and a detailed explanation of how these estimated values were derived, as well as any assumptions or default values used for the purposes of emissions benefit calculations.
3. Required documentation, as listed in Section II.A.3. below.
4. A description of how the project or activities contributed towards compliance with the State Implementation Plan and/or National Ambient Air Quality Standards.
5. A discussion of the problems, successes, and lessons learned – including feedback received from project participants (e.g., program beneficiaries, members of the public, subrecipients, contractors, etc.) – for the project or

activity that could help overcome structural, organizational or technical obstacles to implementing a similar project elsewhere.

6. If any cost-share or leveraged funds were reported, the recipient must identify the source of funds.
7. If any program income was generated, the recipient must identify the amount of program income, how it was generated, and how the program income was used, as described in the Program Income section below.
8. To the extent possible, qualitative estimated health benefits achieved, which can be measured by the type of illnesses prevented, avoided health care costs, missed work/school days avoided or reduced mortality from air pollution.

### **C.3. Quarterly Reports – Due Dates**

Quarterly reports are due according to the following schedule, or an alternative schedule with prior approval by the PO:

1. Oct. 1 - Dec. 31; Reporting Period: report due January 31;
2. Jan. 1 - March 31; Reporting Period: report due April 30;
3. April 1 - June 30; Reporting Period: report due July 31; and
4. July 1 - Sep. 30; Reporting Period: report due Oct. 31.

This quarterly reporting schedule shall be repeated for the duration of the award agreement.

### **C.4. Final Report – Due Date**

The recipient must submit the final performance report to the PO within 90-days after the project period end date or termination of the assistance agreement.

### **C.5. Subaward Reporting Requirement for Quarterly and Final Reports**

A subaward means an award provided by the recipient to a subrecipient for the subrecipient to carry out part of this Targeted Airshed Grant project. It does not include payments to contractors or payments to program beneficiaries receiving participant support costs. The recipient must comply with applicable provisions of 2 CFR Part 200, 2 CFR Part 1500, and the EPA Subaward Policy, which may be found at: [epa.gov/grants/epa-subaward-policy](http://epa.gov/grants/epa-subaward-policy). The recipient must report on its subaward monitoring activities under 2 CFR §200.331(d). Examples of items that must be reported:

- C.5.1. Summaries of results of reviews of financial and programmatic reports.
- C.5.2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.

- C.5.3. Environmental results the subrecipient achieved.
- C.5.4. Summaries of audit findings and related pass-through entity management decisions.
- C.5.5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR §200.207, 2 CFR §200.331(e), and 2 CFR §200.338 Remedies for Noncompliance.

## **D. Cybersecurity Grant Conditions for Recipients**

### **D.1. State Grant Cybersecurity**

The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

**D.1.1.** EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency Information Technology (IT) system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the PO and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

**D.1.2.** The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in D.1.1. if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR §200.331(d), by inquiring whether the subrecipient has contacted the PO. Nothing in this condition requires the recipient to contact the PO on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

### **E. Delays or Favorable Developments**

The recipient agrees that it will promptly notify the PO of any problems, delays, or adverse conditions which may materially impair its ability to deliver on the outputs/outcomes specified in the work plan. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation. The recipient agrees that it will also notify the PO of any favorable developments which may enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more beneficial results than originally planned.

### **F. Procurement Procedures**

The recipient must follow applicable procurement and sub-grant/subaward procedures. EPA will not be a party to these transactions. For State recipients, if EPA funds are used to purchase goods or services, the State recipient agrees to comply with 2 CFR §200.317, *Procurement by states*; 2 CFR §§1500.9-10, *General procurement standards*; and 40 CFR Part 33, *Disadvantaged Business Enterprises*.

All other non-State recipients must comply with the procurement under grants standards of 2 CFR §§200.318 – 326, 2 CFR §§1500.9-10, and 40 CFR Part 33 including conducting procurement transactions in a manner providing full and open competition as set forth in the applicable regulations. Approval of a funding proposal does not relieve recipients of their obligations to compete service contracts, conduct cost and price analyses and use sub-grants only for financial assistance purposes.

### **G. For-Profit Sub-Recipients**

In addition to the EPA General Term and Condition “Establishing and Managing Subawards”, the recipient (also referred to as “pass-through entity”) agrees to require that for-profit subrecipients/subgrantees comply with the applicable provisions of Subparts A through F of the Uniform Grant Guidance (2 CFR Part 200) and the Federal cost principles applicable to for-profit entities located at 48 CFR Part 31, with the exception of the method of payment to for-profit subrecipients must be “reimbursement” rather than “advance.” The recipient/pass-through entity agrees to obtain documentation that the for-profit subrecipient/subgrantee has incurred eligible and allowable costs prior to releasing funds to the subrecipient/subgrantee.

### **H. Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, the recipient

agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, the recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. The recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at [epa.gov/fem/lab\\_comp.htm](http://epa.gov/fem/lab_comp.htm) or a copy may also be requested by contacting the PO for this award.

#### **I. Public or Media Events**

The recipient agrees to notify the PO listed in this award document of public or media events publicizing the accomplishment of significant events related to projects resulting from this agreement and provide the opportunity for attendance and participation by federal representatives with at least fifteen working days' notice.

#### **J. EPASS Security**

In accordance with Homeland Security Presidential Directive-12 (HSPD-12), "Policy for a Common Identification Standard of Federal Employees and Contractors;" Executive Order 13467, "Reforming Processes Related to Suitability for Government Employment, Fitness for Contractor Employees, and Eligibility for Access to Classified National Security Information;" and Executive Order 13488, "Granting Reciprocity on Excepted Service and Federal Contractor Employee Fitness and Reinvestigating Individuals in Positions of Public Trust," the recipient agrees to follow instructions from the PO to ensure compliance with the EPA Personnel Access and Security System (EPASS).

Prior to beginning work at an EPA facility, the recipient, or its employees or program participants, must complete either:

1. A favorable fingerprint check for recipients (and their employees or program participants) who require six months or less of unescorted physical access to EPA facilities; or
2. A favorable background investigation and fingerprint check for recipients (and their employees or program participants) who require more than six months of unescorted physical access to EPA facilities.

Recipients, their employees, or program participants may not be permitted access to EPA facilities until meeting these requirements.



Recipients may initiate the appropriate check through the following website:  
[cdx.epa.gov](http://cdx.epa.gov).

Failure of a recipient, their employees, or program participants to receive a favorable fingerprint or background check, whichever is applicable, shall result in the termination of the recipient, the employees, or program participants from continued enrollment in the program.

#### **K. Equipment Disposition**

State grant recipients must dispose of equipment purchased with Targeted Airshed Assistance Funds in accordance with state laws and procedures. Non-State grant recipients must request disposition instructions from the EPA when the original or replacement equipment acquired under this assistance agreement is no longer needed for the original project or program or for other activities currently or previously supported by an EPA assistance agreement. Disposition of the equipment will be made as follows in accordance with EPA disposition instructions:

1. Items of equipment with a current per-unit fair-market value of \$5,000 or less may be retained, sold or otherwise disposed of with no further obligation to the EPA.
2. Items of equipment with a current per-unit fair-market value in excess of \$5,000 may be retained by the recipient or sold. The EPA is entitled to an amount calculated by multiplying the current market value (or proceeds from sale) by the EPA's percentage of participation in the cost of the original purchase. If the equipment is sold, the EPA may permit the recipient to deduct and retain from the Federal share \$500 or ten percent of the proceeds, whichever is less, to cover the recipients selling and handling expenses.
3. When acquiring replacement equipment, the non-Federal entity may use the equipment to be replaced as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property.
4. Recipient may transfer title to the property to an eligible third party as directed by EPA. If EPA directs the recipient to transfer title of the property to a third party, then recipient is entitled to compensation for its attributable percentage of the current fair-market value of the property.
5. In cases where recipient fails to take appropriate disposition actions, EPA may direct the recipient to take disposition actions.

## **L. Program Income**

Program income means gross income earned by the recipient that is directly generated by a supported activity or earned as a result of this award during the period of performance. In accordance with 2 CFR §1500.7(b), the default use of program income generated under this award is the addition method. If the recipient prefers to use the deduction method (program income is deducted from the total allowable costs to determine the net allowable costs) or use program income to meet the voluntary cost share requirement, recipient must obtain prior approval from EPA.

In accordance with 2 CFR §200.307(b) costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs have not been charged to the EPA award. The recipient must retain adequate accounting records to document that any costs deducted from program income comply with regulatory requirements.

The recipient must provide as part of its Quarterly and Final performance report, a description of how program income is being used. Further, the recipient must submit a report on the amount of program income earned during the award period with the Quarterly and Final Federal Financial Report, Standard Form 425.

## **M. Paperwork Reduction Act**

If the scope of work for this cooperative agreement includes a survey or other information collection of identical information from 10 or more parties the Paperwork Reduction Act may apply. As provided by 5 CFR §1320.3(d), EPA is a sponsor of the information collection for purposes of obtaining approval from the Office of Management and Budget (OMB) for collecting information. The recipient agrees to assist EPA in complying with OMB procedures at 5 CFR Part 1320 for obtaining Information Collection Request authorization. The recipient may not collect information until EPA obtains OMB approval.

## **II. ACTIVITY-SPECIFIC AND PROJECT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS**

These Specific Programmatic Terms and Conditions apply to assistance agreements that fund replacement-only, repair, and scrappage and replacement project(s). Replacement-only and scrappage and replacement projects include any project to replace a higher-polluting vehicle, engine, equipment, device, or appliance with a cleaner, lower-polluting vehicle, engine, equipment, device or appliance (referred throughout this document as a "device"). Scrappage and replacement projects may only include scrapping a higher-polluting device and replacing a cleaner device. Replacement-only projects may only include removing a higher-polluting device from the nonattainment area as listed in the EPA approved workplan and replacing it with

a cleaner device. Scrappage and replacement projects may only include scrapping a higher-polluting device and not include replacing a cleaner device. Repair projects may only include repairing a higher-polluting device and not scrapping or replacing it with a cleaner device. These devices may operate in, but are not limited to, the following applications: mobile on- and nonroad vehicles, engines or equipment, including lawn and garden equipment; or devices providing heat (i.e., woodstoves, fireplaces, heat pumps, coal or pellet stoves, etc.).

## **A. Mobile Onroad and Nonroad Devices**

### **A.1. Allowable Activities and Technologies**

For those assistance agreements that include scrappage and/or replacement activities for mobile-source onroad and/or nonroad devices, the recipient agrees that funds under this award will be used to repair, replace, or remove inefficient, higher-polluting devices. Consistent with the recipient's approved workplan, the recipient will repair devices to make them more efficient and less polluting or replace devices with cleaner, lower-polluting devices.

The recipient agrees not to repair, replace or retrofit any device that was previously purchased with Federal funds since January 2015, regardless of the type of device and amount of emissions that may be reduced.

The recipient shall not make significant changes to the proposed activities in the EPA-approved workplan without prior written approval from EPA. The recipient shall contact the EPA PO with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination. If activities or technology compatibility issues arise that cannot be resolved, EPA may elect to terminate the cooperative agreement, and if applicable, recover ineligible expenditures from the recipient. Any significant changes to the approved workplan that would result in undermining the integrity of the award competition will not be approved.

### **A.2. Fleet Expansion**

The recipient agrees that funds cannot be used for the purchase of devices to expand a fleet. To ensure the estimated air emissions reductions included in the workplan are achieved and realized, the inefficient, higher-polluting device must be fully operational and in service at the time of replacement. The recipient agrees that the cleaner, lower-polluting replacement device:

1. will continue to perform a similar function and operation as the device that is being permanently rendered inoperable;
2. will achieve the estimated emission reductions included in the EPA-approved workplan; and

3. is consistent in its intended use, operation and location as described in the EPA-approved workplan.

### **A.3. Rendering Inoperable and Required Documentation**

The recipient agrees that in order to ensure that the emissions reduced are real and permanent, all higher-polluting devices will be permanently removed from the recipient's respective air pollution nonattainment area(s), destroyed and rendered inoperable. Higher-polluting devices include any device removed from service under this assistance agreement that will be replaced with a cleaner device.

Under this permanent destruction process, the recipient shall take every device to an approved licensed dismantler/recycler or follow the process described in the EPA-approved workplan. Cutting a three-inch by three-inch hole in the engine block, the part of the engine containing the cylinders, is the preferred scrapping method. The recipient must deliver the higher-polluting device to the licensed dismantler/recycler within 90 days of removing the higher-polluting device from service, or as consistent with the EPA-approved workplan.

The recipient must provide documentation on removing each higher-polluting device from the nonattainment area(s). The recipient is responsible for retaining documentation for: 1) each higher-polluting device removed the nonattainment area(s); and 2) cleaner, lower-polluting replacement device as listed in the recipient's workplan. For each higher-polluting device removed from service, the recipient must take clear digital photographs of the following: 1) the engine tag showing the serial number, engine family number, and engine model year; and 2) the destroyed engine block. The recipient must also provide documentation that each higher pollution device was removed from the nonattainment area(s) within 90 days of receipt of the new device. Other acceptable scrapping methods, methods of removing the device from the nonattainment area(s) and required documentation may be considered but will require prior written approval from the EPA PO. The recipient shall contact the EPA PO with the proposed changes; however, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination.

In accordance with 2 CFR §200.333, the recipient must retain all records, supporting documents, statistical records, and all other records pertinent to the grant award for at least three years from the date of submission of the final expenditure report; however, if any litigation, claim, or audit is started before the expiration of the three-year period, the records must be retained until all litigation, claims, or audit findings have been resolved and final action has been taken. In accordance with 2 CFR §200.336, EPA, the Inspector General, the Comptroller General, and the pass-through entity, or any of their authorized representatives, have the right of access to any documents, papers, or records of the recipient

which are pertinent to the grant award. The rights of access are not limited to the required retention period, but last as long as the records are retained.

If the higher polluting device or its components are to be sold, the recipient must comply with the Program Income requirements above.

#### **A.4. Location**

The recipient agrees that the funded project will be located in the recipient's respective air pollution nonattainment area(s) as indicated in the recipient's workplan. The recipient agrees that the project or activity will be carried out in the nonattainment area(s) described in the recipient's workplan for the life of the project. The funded cleaner, lower-polluting device(s) may not be sold nor operate a majority of the time outside of the nonattainment area(s) for the entire life of the project.



## EXHIBIT D: BUDGET SUMMARY

Subrecipient's expenditures for the Subgrant Project shall fall within the budgeted amounts reflected in the table below. CARB shall not reimburse Subrecipient for cumulative expenditures that exceed the budgeted amount for the applicable expenditure category.

Line Item & Itemized Cost	EPA Funding	Non-Federal Cost Share
<b>Equipment</b>		
2 - 35 foot Battery Electric Low Floor Plus Buses	\$1,842,153	
1 - Power Block (156kW DC Charger	\$129,000	
1 - Momentum Dynamics 150kW Inductive In-Route Charging Pad	\$138,900	
2 - Momentum Dynamics 150kW Inductive Charging Bus Receiver	\$99,900	
<b>TOTAL EQUIPMENT</b>	<b>\$2,209,953</b>	<b>\$0</b>
<b>Contractural</b>		
Charging Equipment Installation (Operations Facility + Transit Center)	\$250,700	
<b>TOTAL CONTRACTURAL</b>	<b>\$250,700</b>	<b>\$0</b>
<b>TOTAL BUDGET</b>	<b>\$2,460,653</b>	<b>\$0</b>

## EXHIBIT E: PAYMENTS

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Subrecipient must pay for all costs associated with this subgrant upfront and then seek reimbursement for eligible costs from CARB according to the terms of this Agreement. CARB will not provide advance funding under any circumstances, nor will CARB provide reimbursement for costs incurred before 2/1/2021 or after 9/30/2023, or for disbursement requests submitted after 9/30/2023.

To request a disbursement of subgrant funds, Subrecipient must submit a completed Subrecipient Disbursement Request to CARB Project Liaison no more than monthly.

Subrecipient shall mail or email all disbursement requests to the following address:

California Air Resources Board  
Attn: Earl Withycombe  
P.O. Box 2815  
Sacramento, California 95812  
Email: [Earl.Withycombe@arb.ca.gov](mailto:Earl.Withycombe@arb.ca.gov)

Disbursements are subject to CARB's reasonable approval of Subrecipient Disbursement Requests and any required documentation and deliverables.

CARB shall not disburse subgrant funds if the Project Liaison reasonably determines that Subrecipient is in breach of this Agreement (for example, if a required task has not been accomplished or documented, a required deliverable has not been provided, claimed costs are unsupported or otherwise ineligible for reimbursement, or Subrecipient has not met other terms of this Agreement).

The Chief of the Air Quality Planning and Science (AQPS) Division or designee may review and override the Project Liaison's approval or disapproval of a disbursement. In the event of Subrecipient breach, no reimbursement shall be made for expenses that, in the judgment of the Chief of the AQPS Division, are not reasonable or do not comply with the Agreement.

A brief summary of the ARB-Subrecipient payment flow is as follows

- 1) Subrecipient collects purchase and service invoices for purchase and delivery of new electric buses, purchase and delivery of bus charging equipment, and installation of bus charging infrastructure;
- 2) Subrecipient reimburses manufacturers and contractors directly;
- 3) Subrecipient sends completed package including invoices summarized by specific budget category to CARB;
- 4) CARB reimburses subrecipient.

CARB shall only reimburse Subrecipient for costs that are allowable, reasonable, and allocable under the Work Plan in Exhibit B and all other provisions in this agreement.

## EXHIBIT F: REPORTING REQUIREMENTS

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- 1) Quarterly reports
  - a) For the duration of this agreement the District will submit to CARB quarterly reports within thirty (30) days after the end of each calendar quarter.
  - b) Quarterly reports will include summary information on technical progress and expenditures, and planned activities for the next quarter.
    - i) The status of purchase and delivery of electric buses and charging equipment, and installation of charging equipment.
    - ii) Electric bus usage and service
- 2) Final Report
  - a) Final report will be submitted to CARB no later than ninety (90) days prior to the end of the sub-recipient grant agreement. The final report should include all of the information required for quarterly report summarized for the duration of the project. In addition, the report will include a narrative summary of the project, its outcomes, emission benefits calculations, and impact on air quality.
  - b) A description of how the project or activities contributed towards compliance with the State Implementation Plan and/or National Ambient Air Quality Standards.
  - c) A discussion of the problems, successes, and lessons learned from the entire project or activity that could help overcome structural, organizational or technical obstacles to implementing a similar project elsewhere.

Please refer to Exhibit C, Programmatic Terms and Conditions for more details regarding reporting.

## EXHIBIT G: SUBAWARD CONTACTS

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Subrecipient shall direct questions and correspondence regarding required program reports and other programmatic matters to the designated **CARB Project Liaison**:

Earl Withycombe  
Air Resources Engineer/Air Quality Planning and Science Division  
1001 I Street  
P.O. Box 2815  
Sacramento CA 95812  
(916) 322-8487  
[Earl.Withycombe@arb.ca.gov](mailto:Earl.Withycombe@arb.ca.gov)

Subrecipient shall direct financial questions and correspondence to the **CARB Federal Grant Coordinator**:

Adam Yang  
Staff Services Manager I/Administrative Services Division  
1001 I Street  
P.O. Box 2815  
Sacramento CA 95812  
(916) 327-8885  
[adam.yang@arb.ca.gov](mailto:adam.yang@arb.ca.gov)

CARB shall direct questions and correspondence to **Subrecipient's Project Manager**:

Robin Van Valkenburgh  
Transit Services Manager  
County of Nevada Transit Services Division  
950 Maidu Avenue  
Nevada City, California 95959-8617  
(530) 477-0103 x 1003  
[robin.vanvalkenburgh@co.nevada.ca.us](mailto:robin.vanvalkenburgh@co.nevada.ca.us)

## EXHIBIT H: CERTIFICATIONS

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By executing this Agreement, Subrecipient hereby assures that it understands the following requirements and certifies that it is in compliance with them:

### 1. CERTIFICATION REGARDING LOBBYING

Subrecipient certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying" before the end of the calendar quarter in accordance with the form's instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31 U.S. Code. Any person who fails to file this certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### 2. SUBRECIPIENT REQUIREMENTS FOR DOING BUSINESS IN CALIFORNIA

In addition, the following laws apply to persons or entities doing business with the State of California:

1. CONFLICT OF INTEREST: Subrecipient needs to be aware of the following provisions regarding current or former state employees. If Subrecipient has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.



*Current State Employees (Pub. Contract Code §10410):*

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

*Former State Employees (Pub. Contract Code §10411):*

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Subrecipient violates any provisions of above paragraphs, such action by Subrecipient shall render this Agreement void. (Pub. Contract Code §10420)

*Members of boards and commissions* are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time, and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Subrecipient needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Subrecipient affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Subrecipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. SUBRECIPIENT NAME CHANGE: An amendment is required to change Subrecipient's name as listed on this Agreement. Upon receipt of legal documentation

of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, Subrecipient will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in Revenue & Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, Subrecipient shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all subrecipients that are not another state agency or other governmental entity.