

File No. 101011

Committee Item No. 5

Board Item No. \_\_\_\_\_

## COMMITTEE/BOARD OF SUPERVISORS

### AGENDA PACKET CONTENTS LIST

Committee: Land Use and Economic Development Date August 9, 2010

Board of Supervisors Meeting Date \_\_\_\_\_

#### Cmte Board

- |                                     |                          |  |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/>            | <input type="checkbox"/> | Motion                                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution                                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Ordinance                                    |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Digest                           |
| <input type="checkbox"/>            | <input type="checkbox"/> | Budget Analyst Report                        |
| <input type="checkbox"/>            | <input type="checkbox"/> | Legislative Analyst Report                   |
| <input type="checkbox"/>            | <input type="checkbox"/> | Youth Commission Report                      |
| <input type="checkbox"/>            | <input type="checkbox"/> | Introduction Form (for hearings)             |
| <input type="checkbox"/>            | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/>            | <input type="checkbox"/> | MOU  |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form                       |
| <input type="checkbox"/>            | <input type="checkbox"/> | Grant Budget                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Subcontract Budget                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement                           |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission                 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Award Letter                                 |
| <input type="checkbox"/>            | <input type="checkbox"/> | Application                                  |
| <input type="checkbox"/>            | <input type="checkbox"/> | Public Correspondence                        |

#### OTHER

(Use back side if additional space is needed)

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Completed by: Alisa Somera Date August 6, 2010

Completed by: \_\_\_\_\_ Date \_\_\_\_\_

An asterisked item represents the cover sheet to a document that exceeds 25 pages.  
The complete document can be found in the file.



1 [Accept and Expend Grant - Diesel Emissions Reduction Act - Pier 27 Shoreside Power -  
2 \$1,000,000]

3 **Resolution authorizing the San Francisco Port Commission to accept and expend a**  
4 **grant from the U.S. Environmental Protection Agency in the amount of \$1,000,000**  
5 **under the Diesel Emissions Reduction Act, to assist in the installation of a shoreside**  
6 **power facility for cruise ships at Pier 27.**

7  
8 WHEREAS, Shoreside power allows cruise ships to connect to a conventional power  
9 grid while at berth, thereby alleviating the need for those vessels to operate large, diesel  
10 engines to generate electrical power; and

11 WHEREAS, On September 27, 2005, the Port of San Francisco's Cruise Terminal  
12 Environmental Advisory Committee (CTEAC) recommended the adoption of shoreside power  
13 for cruise ships at any future cruise terminal development at the Port; and

14 WHEREAS, On September 27, 2005, the San Francisco Port Commission endorsed  
15 CTEAC's recommendation for shoreside power for cruise ships; and

16 WHEREAS, On April 4, 2007, the Bay Area Air Quality Management District  
17 (BAAQMD) awarded to the Port of San Francisco a Carl Moyer Program grant of \$1,900,000  
18 to partially fund a project to design and install shoreside power equipment for cruise ships at  
19 Pier 27 (the Project); and

20 WHEREAS, In December 2007, this Board authorized the Port Commission to accept  
21 and expend the BAAQMD grant funds under Resolution 671-07; and

22 WHEREAS, On April 14, 2010, the San Francisco Public Utilities Commission (SF  
23 PUC) and the Port of San Francisco entered into a Memorandum of Understanding, whereby  
24 the SF PUC agreed to provide \$1,300,000 in SF PUC capital funds to the Port of San  
25 Francisco to contribute to the Project; and

1           WHEREAS, The Port of San Francisco has budgeted \$1,000,000 million of its own  
2 funds to contribute to the Project costs; and

3           WHEREAS, The San Francisco Board of Supervisors enacted Ordinance 125-08 on  
4 July 16, 2008, which it modified by Ordinance 147-09, on June 30, 2009, authorizing the Port  
5 of San Francisco to enter into a contract for design and installation of the Project for an  
6 amount not to exceed \$4,848,135, and for an additional amount not to exceed \$350,000 for  
7 operation and maintenance of the Project; and

8           WHEREAS, the total funding from BAAQMD, SF PUC, and the Port of San Francisco is  
9 currently \$4,200,000 of the \$5,198,135 contract amount for Project costs; and

10          WHEREAS, On March 19, 2010, the U.S. Environmental Protection Agency (US EPA)  
11 awarded a grant of \$1,000,000 to the Port of San Francisco under the Diesel Emissions  
12 Reduction Act (DERA) to assist in further funding of the Project; and

13          WHEREAS, This grant does not create any new positions, and will not require an  
14 amendment to the Annual Salary Ordinance; and

15          WHEREAS, The Port Commission proposes to maximize use of available grant funds  
16 on program expenditures by not including indirect costs in the grant budget; now, therefore,  
17 be it

18          RESOLVED, That the Board of Supervisors authorizes the San Francisco Port  
19 Commission to accept and expend \$1,000,000 in grant funds from the US EPA for installation  
20 of a shoreside power system for cruise ships at Pier 27; and, be it

21          FURTHER RESOLVED, That the Board of Supervisors hereby authorizes the  
22 Executive Director of the Port to immediately enter into an agreement with the US EPA for the  
23 acceptance and expenditure of these US EPA grant funds, and to execute any documents  
24 required to implement the US EPA grant, including any letters of intent, amendments,  
25 augmentations to or extensions thereof; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of  
2 indirect costs in the grant budget; and be it

3 FURTHER RESOLVED, That the Executive Director of the Port, or her designee, is  
4 authorized to approve, sign and execute an agreement to hold US EPA, as the granting  
5 agency, harmless from liability arising out of the Project.

6  
7  
8  
9 Recommended:

10  
11 *Monique Meyer*  
12 Department Head

Approved: *[Signature]*  
For Mayor

Approved: *[Signature]*  
Controller

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO

2010 JUL 27 PM 4:48

BY \_\_\_\_\_  
RC

**TO:** Angela Calvillo, Clerk of the Board of Supervisors  
**FROM:** Daley Dunham  
**DATE:** July 20, 2010  
**SUBJECT:** Accept and Expend Federal Grant Funds

**GRANT TITLE:** Grant from the US EPA under the Diesel Emissions Reduction Act in the amount of \$1,000,000 for installation of a shoreside power facility at the Port of San Francisco's Pier 27.

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution; original signed by Department, Mayor, Controller
- Grant information form, including disability checklist
- Grant agreement (draft)
- Award Letter
- Other (Explain):

**Special Timeline Requirements:**

**Due to critical timing reasons, this resolution will be introduced without reference to committee.**

Departmental representative to receive a copy of the adopted resolution:

Name: Daley Dunham

Phone: 415.274.0454

Interoffice Mail Address: Port of San Francisco, Pier 1

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: 101011  
(Provided by Clerk of Board of Supervisors)

**Grant Information Form**  
(Effective January 2000)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. Grant Title: **Diesel Emissions Reduction Act - Pier 27 Shoreside Power**

2. Department: **Port of San Francisco**

3. Contact Person: **Daley Dunham** Telephone: **415-274-0454**

4. Grant Approval Status (check one):

Approved by funding agency  Not yet approved

5. Amount of Grant Funding Approved or Applied for: **\$1 million**

6a. Matching Funds Required: **n/a**

b. Source(s) of matching funds (if applicable): **n/a**

7a. Grant Source Agency: **US EPA**

b. Grant Pass-Through Agency (if applicable): **n/a**

8. Proposed Grant Project Summary:

**This \$1 million US EPA grant completes funding for the proposed \$5.2 million shoreside power installation at the Port's Pier 27.**

**Other sources of funding consist of \$1 million in Port capital funds, \$1.9 million in grant funds from the Bay Area Air Quality Management District, and \$1.3 million from the San Francisco Public Utilities Commission. This project will achieve significant air pollution reductions.**

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **April 1, 2010** End-Date: **December 31, 2012**

10. Number of new positions created and funded: **None**

11. If new positions are created, explain the disposition of employees once the grant ends? **n/a**

12a. Amount budgeted for contractual services: **\$1,000,000 of the funds granted from the US EPA; of the \$5.2 million project total, all is budgeted for contractual services.**

b. Will contractual services be put out to bid? **No – this was a sole-source agreement, authorized by Board of Supervisors Ordinance 147-09.**

c. If so, will contract services help to further the goals of the department's MBE/WBE

requirements? n/a

d. Is this likely to be a one-time or ongoing request for contracting out? **One-time**

13a. Does the budget include indirect costs?  Yes  No

b1. If yes, how much? \$

b2. How was the amount calculated?

c. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

14. Any other significant grant requirements or comments:

**\*\*Disability Access Checklist\*\***

15. This Grant is intended for activities at (check all that apply):

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments: **New structure to be installed consists solely of electrical infrastructure.**

Departmental or Mayor's Office of Disability Reviewer: Wendy Proctor  
(Name)

Date Reviewed: 7/21/10

Department Approval: Monique Moyer, Executive Director  
(Name) (Title)

Monique Moyer  
(Signature)





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105

R9 Tracking #: 10-118

March 19, 2010

Mr. Daley Dunham  
Principal Administrative Analyst  
San Francisco Port Commission  
Pier 1  
San Francisco, CA 94111

Re: Diesel Emission Reduction Act (DERA) 2009/2010 National Clean Diesel Funding Assistance Program (EPA-OAR-OTAQ-09-10)

Dear Mr. Dunham:

We are pleased to inform you that EPA has selected the San Francisco Port Commission to receive \$1,000,000 from the Diesel Emissions Reduction Act (DERA) funds under the National Clean Diesel Funding Assistance Program. The proposal outlines the installation of a Shorepower shore-to-ship 20 MW electrical connection, to which hotelling cruise ships at San Francisco Pier 27 will connect.

These funds will be awarded as a competitive assistance grant funds through a cooperative agreement. The work plan in the application package should cover a grant and project period between June 1, 2010 and September 30, 2011. EPA encourages each recipient to efficiently complete these clean diesel projects, and draw down project funds, as soon as reasonably possible. Please be advised that similar to past DERA grants, this grant will require regular reporting and documentation of your progress on this project. This will include, but not be limited to providing diesel emission reduction calculations, and the input parameters for those calculations, changes to the scope of work, and any other challenges, how they are overcome, and overall progress.

EPA is able to offer approximately 50% of the total amount requested in the San Francisco Port Commission application, received in December 2009. Please scale the project accordingly, and in consultation with the Sector Lead, listed below. Please apply for \$1,000,000 under the Diesel Emissions Reduction Act. The Catalog of Federal Domestic Assistance Number for this award is 66.039. With your application, please include a detailed budget and work plan, including milestones and deliverables. The original and one copy of your application and work plan must be submitted to the address below by April 9, 2010:

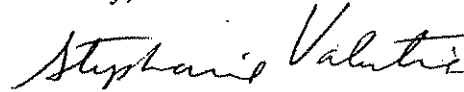
Carolyn Truong  
Manager, Grants Management Office (MTS-7)  
Management and Technical Services Division  
U.S. EPA, Region 9  
75 Hawthorne Street  
San Francisco, CA 94105

The application kit (including instructions) is available at through the internet at <http://www.epa.gov/region09/funding/applying.html>. If you require a hard copy of the application kit, please contact the Region 9 Grant Assistant at 415-972-3702. Please ensure that the "R9 Tracking #" (located in the upper-right hand corner of this guidance letter) is reflected on the upper-right hand corner of the application (SF-424).

Please obtain a copy of the Code of Federal Regulations (CFR), Title 40, Parts 1-49 and the Office of Management and Budget (OMB) Circulars, which are applicable to your grant or cooperative agreement, at your local U.S. Government Bookstore, or from the U.S. Government Printing Office at (202) 512-1800, or through the internet at <http://www.epa.gov/region9/funding>. Additional application materials and instructions are available on the web at [www.epa.gov/cleandiesel](http://www.epa.gov/cleandiesel).

EPA appreciates your efforts as we continue working together to accomplish our mutual diesel emission reduction goals. Please contact your EPA Project Officer, Angela Latigue, at 415-947-4170 or [latigue.angela@epa.gov](mailto:latigue.angela@epa.gov) if you have any questions or concerns. For technical questions, please contact the West Coast Collaborative Marine Vessels and Ports Sector Lead, Francisco Dóñez at 213-244-1834 or [donez.francisco@epa.gov](mailto:donez.francisco@epa.gov).

Sincerely,

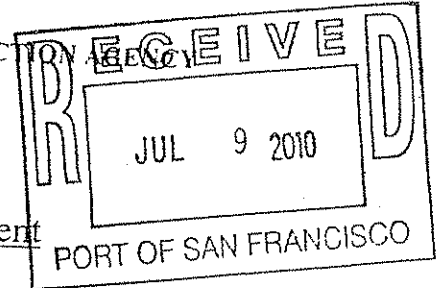


Stephanie Valentine, Manager  
Grants & Program Integration Office  
Air Division

cc: Monique Moyer, Executive Director, San Francisco Port Commission  
Jay Ach, San Francisco Port Commission



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105



Assistance Agreement or Amendment

Enclosed is a signed Assistance Agreement or Amendment from the U.S. Environmental Protection Agency Region 9. Please review the entire document, including the terms and conditions, which set forth your legal responsibilities to EPA. For further information concerning administrative requirements, please refer to the Code of Federal Regulations and OMB Cost Circulars.

Within 21 days of receipt, please sign and date the FIRST page of the Agreement and send a scanned version of the first page to: [GrantsRegion9@epa.gov](mailto:GrantsRegion9@epa.gov). If you do not have access to a scanner, make a copy for your own records and mail the FIRST page to the following address:

U.S. EPA, Region 9  
Grants Management Office, MTS-7  
75 Hawthorne Street  
San Francisco, CA 94105

As another option, you may fax the FIRST page to (415) 947-3556 with a cover page addressed to: Grants Management Office, MTS-7

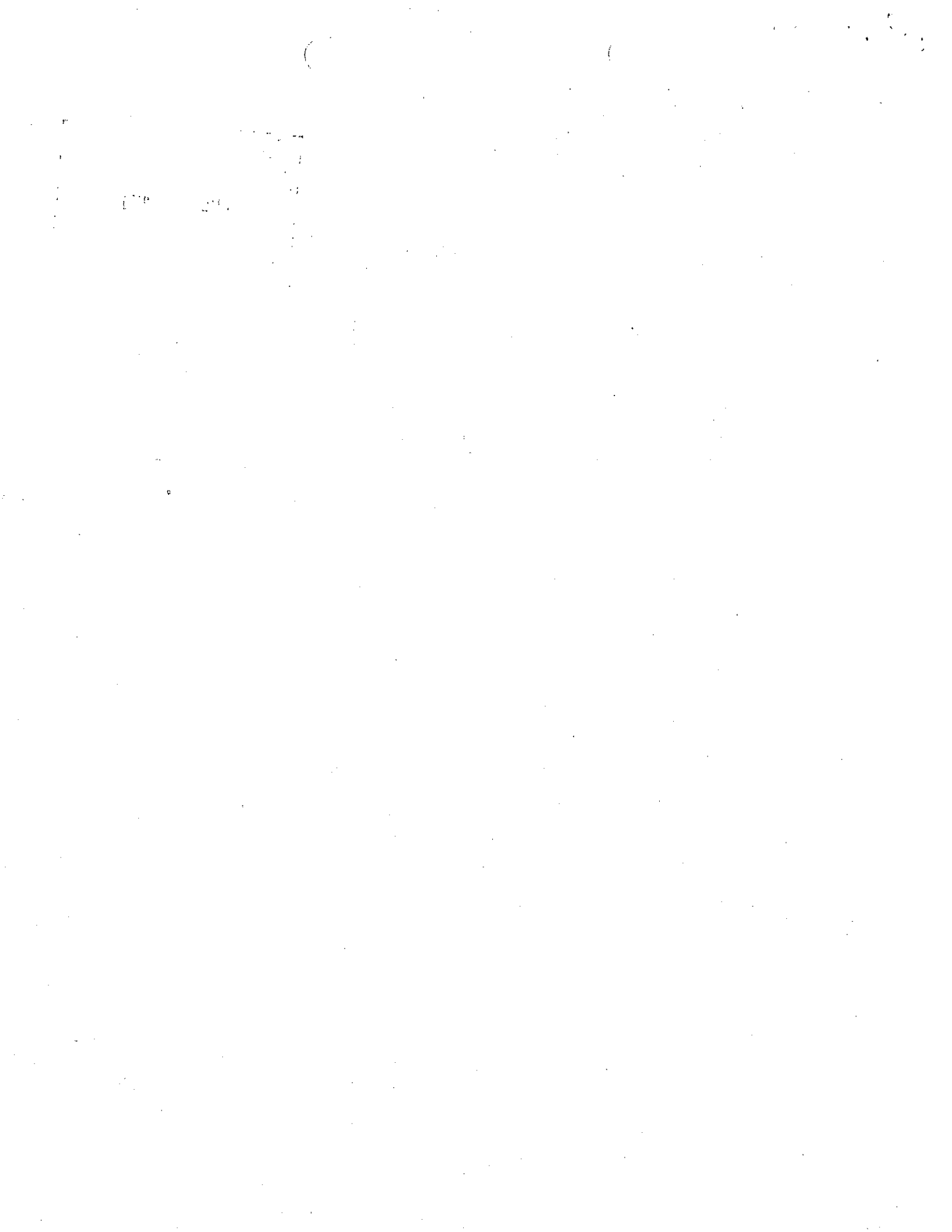
We suggest that you make additional copies for your Project Manager, Finance/Fiscal Officer and any other personnel in your organization requiring information about the award.


If you or your staff have any questions of a programmatic nature, please contact your EPA Project Officer. Questions relating to administrative or fiscal matters should be directed to your EPA Grants Specialist. Both contacts are shown on page 1 of the award. You may also access our Region 9 website for additional information to help you manage your grant at:

<http://www.epa.gov/Region9/funding>

For information regarding payments and financial reports, please refer to the following website for the Las Vegas Finance Center:

<http://www.epa.gov/ocfo/finservices/payinfo.htm>



	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	ASSISTANCE ID NO.			DATE OF AWARD 07/01/2010
		PRG	DOC ID	AMEND#	
		DE - 00T36901 - 0			MAILING DATE 07/08/2010
		TYPE OF ACTION New			
PAYMENT METHOD: Advance				ACH#	
RECIPIENT TYPE: Municipal		Send Payment Request to: Las Vegas Finance Center, Fax (702) 798-2423			
RECIPIENT:		PAYEE:			
San Francisco Port Commission Pier 1 San Francisco, CA 94111 EIN: 94-1705778		San Francisco Port Commission Pier 1 San Francisco, CA 94111			
PROJECT MANAGER		EPA PROJECT OFFICER		EPA GRANT SPECIALIST	
Daley Dunham Pier 1 San Francisco, CA 94111 E-Mail: daley.dunham@sfport.com Phone: 415-274-0454		Angela Latigue 75 Hawthorne Street, AIR-8 San Francisco, CA 94105 E-Mail: latigue.angela@epa.gov Phone: 415-947-4170		Danielle Carr Grants Management Office, MTS-7 E-Mail: Carr.Danielle@epa.gov Phone: 415-972-3871	
PROJECT TITLE AND DESCRIPTION					
National Clean Diesel Program - Port of SF This cooperative agreement will achieve significant diesel reductions in the San Francisco Bay Area by providing shoreside power to cruise ships berthed at the Port of San Francisco/Pier 27. This project will consist of the design, purchase, and installation of a shore-to-ship electrical connection system having appropriate infrastructure sufficient to provide a dual voltage, 6.6 kV/11 kV system with design capacity of at least 16 megawatts for berthed cruise ships.  This assistance agreement provides full funding in the amount of \$1,000,000. Pre-award costs have been approved back to 04/01/2010.					
BUDGET PERIOD 04/01/2010 - 12/31/2012		PROJECT PERIOD 04/01/2010 - 12/31/2012		TOTAL BUDGET PERIOD COST \$5,200,000.00	TOTAL PROJECT PERIOD COST \$5,200,000.00
<b>NOTICE OF AWARD</b>					
Based on your application dated 04/07/2010, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$1,000,000. EPA agrees to cost-share <u>19.23%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,000,000. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.					
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)			AWARD APPROVAL OFFICE		
ORGANIZATION / ADDRESS			ORGANIZATION / ADDRESS		
U.S. EPA, Region 9 Grants Management Office, MTS-7 75 Hawthorne Street San Francisco, CA 94105			U.S. EPA, Region 9 Air Division, AIR-1 75 Hawthorne Street San Francisco, CA 94105		
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY					
SIGNATURE OF AWARD OFFICIAL Digital signature applied by EPA Award Official		TYPED NAME AND TITLE Nancy Lindsay, Acting Assistant Regional Administrator			DATE 07/01/2010
<b>AFFIRMATION OF AWARD</b>					
BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION					
SIGNATURE		TYPED NAME AND TITLE Monique Moyer, Executive Director			DATE

# EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 1,000,000	\$ 1,000,000
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 1,000,000	\$ 1,000,000
State Contribution	\$	\$ 1,900,000	\$ 1,900,000
Local Contribution	\$	\$ 1,300,000	\$ 1,300,000
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 5,200,000	\$ 5,200,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.039 - National Clean Diesel Funding Assistance Program (B)	Energy Policy Act 2005 Public Law 109-58	40 CFR PART 31

## Fiscal

Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1009MOS088	10	E4	09M2	101AH4E	4122			1,000,000
									1,000,000

Budget Summary Page

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$0
2. Fringe Benefits	\$0
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$5,200,000
7. Construction	\$0
8. Other	\$0
9. Total Direct Charges	\$5,200,000
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>80.77</u> % Federal <u>19.23</u> %.)	\$5,200,000
12. Total Approved Assistance Amount	\$1,000,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,000,000
15. Total EPA Amount Awarded To Date	\$1,000,000

Detailed Table B Budget Page: 1

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1. There is no requirement for a cost-share contribution from applicants for projects involving Verified Retrofit Technologies as defined in Section I.D.2.a, Verified Idle Reduction Technologies in Section I.D.2.b.	\$
The recipient is legally obligated to meet the proposed voluntary cost-share that is included in the approved project budget as reflected in this assistance agreement.	
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
11. Total (Share: Recip % Fed %)	\$
12. Total Approved Assistance Amount	\$

## Administrative Conditions

1. An interim Federal Financial Report (FFR), Standard Form 425, covering the period from "project/budget period start date" to September 30 of each calendar year shall be submitted to the U.S. EPA Las Vegas Finance Center, PO Box 98515, Las Vegas, NV 89193-8515, no later than December 31 of the same calendar year. **The initial FFR is due December 31, 2010.** The final FFR covering the entire project period shall also be submitted within 90 days after the end of the project period according to the recipient's respective Code of Federal Regulations Part 30.52(a)(1)(iv) and 30.71(a), or Part 31.23(b) and 31.41(b) (as applicable). The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

2. In accordance with OMB Circular A-133, which implements the Single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:

Federal Audit Clearinghouse  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site: <http://harvester.census.gov/fac/>.

3. The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements as set forth in 40 CFR Part 33. The EPA DBE rule can be accessed at <http://www.epa.gov/osbp>. In addition, the recipient agrees to make good faith efforts whenever procuring construction, equipment, services and supplies under an EPA assistance agreement, and to ensure that sub-recipients, loan recipients, and prime contractors also comply with 40 CFR Section 33.301. Records documenting compliance with the six good faith efforts shall be retained.

The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **California State Water Resources Control Board** as follows:

	MBE	WBE
Construction	24%	6%
Equipment	22%	26%
Services	30%	31%
Supplies	29%	20%

By signing this financial assistance agreement, the recipient is accepting 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 relevant geographic buying market as **California State Water Resources Control Board**.

Pursuant to 40 CFR Section 33.404, 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 Joe Ochab, MTS-1, the Regional MBE/WBE Coordinator, within 120 days of acceptance of the



financial assistance award. EPA will respond to the proposed fair share objectives/goals within 30 days of receiving the submission. If proposed fair share objectives/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objectives/goals are submitted.

A recipient of a Continuing Environmental Program Grant or other annual grant agrees to create and maintain a bidders list. A recipient of an EPA financial assistance agreement to capitalize a revolving loan fund also agrees 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. Refer to 40 CFR Section 33.501 (b) and (c) for specific requirements and exemptions.

4. The recipient agrees to complete and submit to the Grants Management Office, MTS-7, a MBE/WBE Utilization Report (EPA Form 5700-52A), within 30 days after the end of the Federal fiscal year; i.e., by October 30 of each calendar year. Negative reports are required. Only procurements with certified MBE/WBEs are counted towards a recipient's MBE/WBE accomplishments. A final MBE/WBE report must be submitted within 90 days after the end of the project period. Your grant cannot be officially closed without all MBE/WBE reports. EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the internet at [www.epa.gov/osbp](http://www.epa.gov/osbp).

5. When procuring services, equipment, and/or supplies under this assistance agreement, the recipient will follow the same policies and procedures it uses for procurements from its non-Federal funds. The recipient will follow their own procurement policies and procedures provided that the policies and procedures conform with EPA regulations 40 CFR Part 31.36 or 30.44 (as applicable) which state that all procurement transactions will be conducted in a manner providing full and open competition.

6. Payment to consultants. Per 40 CFR Part 31.36(j), EPA's participation in the salary rate (excluding overhead and travel) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills and if 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. As of January 1, 2010, the rate is \$596 per day and \$74.50 per hour. This rate does not include overhead or travel costs and the recipient may pay these in accordance with its normal travel practices.

Subagreements with firms or individuals for services which are awarded using the procurement requirements in 40 CFR Parts 30 or 31, as applicable, 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. See 40 CFR Part 31.36(j)(2) or Part 30.27(b).

7. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the 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 our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.

b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.

c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees 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.

8. The cost principles of 2 CFR 225, 230, or 220 (formerly OMB Circular A-87, A-122, or A-21) are applicable to this award. Since there are no indirect costs included in the assistance budget, they are not allowable under this Assistance Agreement.

9. The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients 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.

10. The recipient shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective 2 CFR 220, 225, or 230 (formerly OMB Circular A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

11. In accordance with the policies set forth in EPA Order 1000.25 and Executive Order 13423 (Strengthening Federal Environmental, Energy and Transportation Management dated January 24, 2007), the recipient shall use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

Any State agency or agency of a political subdivision of a State shall also comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962), which requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247. Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more.

12. The recipient agrees to ensure that all conference, meeting, convention, or training space 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). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

13. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at [http://www.access.gpo.gov/nara/cfr/waisidx\\_06/40cfr36\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html).

14. The recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." The recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The recipient is responsible for further requiring the inclusion of a

similar term or condition in any subsequent lower tier covered transactions. The recipient acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov). This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

15. EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

16. 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 assistance 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. Congress has prohibited EPA from using its FY 2010 appropriations to provide funds to the Association of Community Organizations for Reform Now (ACORN) or any of its subsidiaries. None of the funds provided under this agreement may be used for subawards/subgrants or contracts to ACORN or its subsidiaries. Recipients should direct any questions about this prohibition to their EPA Grants Management Office.

18. This award includes **\$3,200,000**, of non-federal third party contributions. Third party contributions counting towards satisfying a cost sharing or matching requirement must be verifiable from the records of grantees and subgrantees. As applicable, these records must reflect how the value is placed on third party contributions. The value of third party contributions must be applicable to the period to which the cost sharing or matching requirement apply (**40 CFR Part 31.24**).

#### 19. SUBAWARD POLICY

Recipient agrees to follow applicable sub-grant procedures in accordance with 40 CFR Part 30, or Part 31, as appropriate. Subgrants/subawards do not have to be competed; however, successful applicants cannot use subgrants/subawards to avoid requirements in EPA regulations for competitive procurement by using subgrants/subawards to acquire commercial services or products from for-profit organizations.

Recipient agrees to comply with the following when selecting sub-recipients and establishing sub-awards:

- a) to establish all sub-award agreements in writing;
- b) to maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a sub-recipient);
- c) to ensure that any sub-award(s) comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and will not be used to acquire commercial goods or services for the recipient;
- d) to ensure that any sub-award(s) are awarded to eligible sub-recipient(s) and that proposed sub-award costs are necessary, reasonable, and allocable;
- e) to ensure that any sub-award(s) to 501(c)(4) organizations do not involve lobbying activities;
- f) to monitor the performance of the sub-recipient(s) and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the sub-award;
- g) to obtain the appropriate consent from the EPA Project Officer prior to making a sub-award to a foreign or international organization, or a sub-award to be performed in a foreign country; and
- h) to obtain prior approval from the EPA Project Officer for any new sub-award work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.

Recipient agrees that any questions about the eligibility of a sub-recipient or other issues pertaining to the sub-award(s) will be addressed to the recipient's EPA Project Officer listed on the first page of your assistance award or assistance amendment document.

Recipient agrees to be responsible for selection of any sub-recipient(s) and, if applicable, for conducting sub-award competitions.

Additional information regarding sub-awards may be found at:  
<http://www.epa.gov/ogd/quide/subaward-policy-part-2.pdf>.

Guidance for distinguishing between vendor and sub-recipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 may be found at:  
<http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and  
<http://www.whitehouse.gov/omb/circulars/a133/a133.html>

State and local government sub-recipients are subject to the provisions of regulations in 40 CFR Part 31, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments."

### **Programmatic Conditions**

#### **P1. Uniform Administrative Requirements**

Recipient agrees to comply with 40 CFR Part 31, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments.

Work under this agreement must be completed in accordance with the final approved work plan. Recipient agrees to obtain the prior approval of EPA for any revision of the scope or objectives of the project or the need to extend the period of availability of funds, in accordance with 40 CFR Section 31.30.

Recipient shall consult the Project Officer regarding whether a budget or work plan revision constitutes a change in the scope or the objective of the project or program.

#### **P2. Substantial Federal Involvement for Cooperative Agreements**

EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the project by EPA, participation and collaboration between EPA and the recipient in program content, review of project progress, and quantification and reporting of results.

#### **P3. Emissions Control Technologies**

Certified engine configurations and/or verified technologies must be used for emissions control projects funded by the recipient pursuant to this <http://www.epa.gov/otaq/retrofit/verif-list.htm> for a list of EPA's verified technologies and <http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm> for a list of CARB's verified technologies. Any question as to the eligibility for funding of a retrofit technology, including vehicle/equipment replacement and repowers, should be directed to the EPA Project Officer.

#### **P4. Quarterly Reporting and Environmental Results**

Quarterly progress reports will be required. Quarterly reports are considered project status reports and will address the progress made regarding achieving the work plan goals. In general, quarterly reports will include summary information on technical progress and expenditures, and planned activities for next quarter. Award recipients will be provided with additional information and guidance on reporting project progress after award.

Quarterly reports are due according to the following schedule:

June 1 – Aug 31 Reporting Period: report due date September 30  
September 1 – November 30 Reporting Period: report due date December 31  
December 1 – February 28 Reporting Period: report due date March 31  
March 1 – May 31 Reporting Period: due date June 30

If a project start date falls within a defined Reporting Period the recipient must report for that period by the given due date. This quarterly reporting schedule shall be repeated for the duration of the award agreement.

#### **P5. Final Report:**

The final project report will include all categories of information required for quarterly reporting, including a final, detailed fleet description. The final project report will also include a narrative summary of the project or activity, actual project results (outputs and outcomes) including actual emissions benefit calculations, and the successes and lessons learned for the entire project. For projects involving vehicle/equipment replacement and repowers the recipient must provide in the final

report: 1) Evidence that the replacement activity is an "early replacement," and would not have occurred during the project period through normal attrition (i.e. without the financial assistance provided by EPA). Supporting evidence can include verification that the vehicles or equipment being replaced have useful life left and fleet characterization showing fleet age ranges and average turnover rates per the vehicle or fleet owner's budget plan, operating plan, standard procedures, or retirement schedule; and 2) Evidence of appropriate scrappage or remanufacture, including the engine serial number and/or the vehicle identification number (VIN). For projects that take place in an area affected by, or includes affected vehicles, engines or equipment affected by Federal, State or local law mandating emissions reductions the recipient must provide in the final report evidence that emission reductions funded with EPA funds were implemented prior to the effective date of the mandate and/or are in excess of (above and beyond) those required by the applicable mandate. The final report shall be submitted to the Project Officer within 90 days after the expiration or termination of the assistance agreement.

**P6. Use of Funds Restriction:**

- a) **Mandated Measures:** Recipient agrees that funds under this award cannot be used for emissions reductions that are mandated under Federal, State or local law. This refers to specific compliance dates within the mandate, not when the mandate is passed. Voluntary or elective emissions reductions measures shall not be considered to be "mandated", regardless of whether the reductions are included in the State implementation plan of a State.
- b) **Normal Attrition:** Recipient agrees that funds under this award cannot be used for emission reductions that result from vehicle/equipment replacements or repowers that would have occurred through normal attrition/fleet turnover during the project period. Any question as to eligibility of a vehicle/equipment replacement or repower should be directed to the EPA Project Officer.
- c) **Fleet Expansion:** Recipient agrees that funds under this award, including subawards/subgrants, cannot be used for the purchase of vehicles or equipment to expand a fleet. The recipient agrees that:
  - i. The replacement vehicle, engine, or equipment will perform the same function as the vehicle, engine, or equipment that is being replaced (e.g., an excavator used to dig pipelines would be replaced by an excavator that continues to dig pipelines);
  - ii. The replacement vehicle, engine, or equipment will be of the same type and similar gross vehicle weight rating or horsepower as the vehicle, engine, or equipment being replaced (e.g., a 300 horsepower bulldozer is replaced by a bulldozer of similar horsepower).
  - iii. The engine being replaced will be scrapped or rendered permanently disabled within ninety (90) days of the replacement, or returned to the original engine manufacturer for remanufacturing to a certified cleaner emission standard. Permanently disabling the engine while retaining possession of the engine is an acceptable scrapping method. Disabling the engine may be completed by drilling a hole in the engine block (the part of the engine containing the cylinders). Alternatively, disabling the engine may be completed by removing the engine oil from the crankcase, replacing it with a 40 percent solution of sodium silicate and running the engine for a short period of time at low speeds, thus rendering the engine inoperable. Remanufacturing of non-road engines requires that the engine be returned to the original engine manufacturer for remanufacturing to a certified cleaner emission standard. Remanufacturing of highway engines requires that the engine be returned to the original engine manufacturer for remanufacturing to MY 2007 or newer certified emission standards. Other acceptable scrapping methods may be considered and will require prior EPA approval. If scrapped or remanufactured engines are to be sold, program income requirements apply.
  - iv. The vehicle/equipment being replaced will be scrapped or rendered permanently disabled within ninety (90) days of the replacement, or returned to the original engine manufacturer for remanufacturing to a certified cleaner emission standard. Permanently disabling the chassis and the engine (see iii above) while retaining possession of the vehicle/equipment is an acceptable scrapping method. Disabling the chassis may be completed by cutting the chassis in half. Remanufacturing of non-road vehicles/equipment requires that the vehicle/equipment be returned to the original engine manufacturer for remanufacturing to a certified cleaner emission standard. Remanufacturing of highway vehicles/equipment requires that the vehicle/equipment be returned to the original engine manufacturer for remanufacturing to MY 2007 or newer certified emission standards. Other acceptable scrapping methods may be considered and will require prior EPA approval. Vehicle/equipment components that are not part of the engine or chassis may be salvaged from the unit being replaced (e.g. plow blades, shovels, seats, etc.). If scrapped or remanufactured vehicles/equipment or salvaged vehicle/equipment chassis or components are to be sold, program income requirements apply.
  - v. For tire replacement projects, the original tires should be scrapped according to local or state

requirements, or the tires can be salvaged for reuse or retreading. The salvaged value of the original tires must be treated as program income.

- d) Formerly Verified Technologies: Recipient agrees that funds under this award cannot be used for retrofit technologies on EPA's or CARB's, "Formerly Verified Technologies" lists: <http://www.epa.gov/otaq/retrofit/deleted-list.htm>; [www.arb.ca.gov/diesel/verdev/verdev.htm](http://www.arb.ca.gov/diesel/verdev/verdev.htm).
- e) Emissions Testing: Recipient agrees that funds under this award cannot be used for emissions testing and/or air monitoring activities (including the acquisition cost of emissions testing equipment), or research and development.
- f) Fueling Infrastructure: Recipient agrees that funds under this award cannot be used for fueling infrastructure, such as that used for the production and/or distribution of biodiesel, compressed natural gas, liquefied natural gas, and or other cleaner fuels.
- g) Engine Rebuild: In the case of an engine upgrade with a "kit" applied at the time of rebuild (not manufacturer upgrades that are retrofits verified by EPA or CARB), recipient agrees that funds under this award cannot be used for the entire cost of the engine rebuild, but only for the incremental cost of the upgrade "kit" and associated labor costs for installation. Any question as to eligibility of engine upgrade costs should be directed to the EPA Project Officer.
- h) Aluminum Wheels: Recipient agrees that funds under this award cannot be used the purchase of aluminum wheels except where a fleet is retrofitting from standard dual tires to SmartWay-verified single-wide low rolling resistance tires. In this case, the cost of aluminum single-wide wheels would be acceptable as additional equipment necessary to use the SmartWay- verified technology, as would the cost of steel or light weight steel single-wide wheels.
- i) Tires and Aerodynamics: Recipient agrees that funds under this award cannot be used for the purchase of low rolling resistance tires or advanced aerodynamic technologies if similar technologies have already been installed on the truck or if the truck is equipped with NOx exhaust controls, such as Selective Catalytic Reduction (SCR).

**P7. Delays or Favorable Developments:**

The recipient agrees that it will promptly notify EPA 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 EPA 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.

**P8. Procurement and Sub-grant Procedures:**

The recipient must follow applicable procurement and sub-grant procedures. EPA will not be a party to these transactions. If EPA funds are used to purchase goods or services, Recipient agrees to compete the contracts for those goods and services and conduct cost and price analyses to the extent required by the fair and open competition for procurement provisions of 40 CFR Part 31, as appropriate. 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, in accordance with Subpart B Section .210 of OMB Circular A-133.

**P9. Employee and/or Contractor Selection:**

EPA will not help select employees or contractors hired by the recipient.

**P10. Program Income:**

If program income is generated during the course of the project, program income requirements apply. Program income is defined as gross income received by the grantee or subgrantee directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. "During the grant period" is the time between the effective date of the award and the ending date of the award reflected in the final financial report. Program income earned during the project period shall be retained by the recipient and, in accordance with 40 CFR Parts 31.25, recipient is authorized to use program income as follows:

(a) Program income may be added to funds committed to the project by EPA and recipient and used to further eligible project or program objectives. The program income shall be used for the purposes and under the conditions of the grant agreement.

(b) Program income may be used to finance the non-Federal share of the project or program, including any mandatory or voluntary cost-share. The amount of the Federal grant award remains the same.

(c) Deducted from the total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based. This means that the recipient shall spend program income on project activities before spending/requesting federal funds for project activities. This may result in unspent federal funds at the end of the project period.

The recipient will maintain records adequate to document the extent to which transactions generate program income and the disposition of program income.

**P11. Equipment Use, Management, and Disposition**

Recipient agrees the equipment acquired under this assistance agreement will be subject to the use and management and disposition regulations at 40 CFR 30.34 and 31.32, as applicable. Equipment is defined as tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Certified or verified technologies, vehicles, engines and nonroad equipment are considered to be equipment to the extent they fall within this definition.

Recipient agrees that at the end of the project period the Recipient will continue to use the equipment purchased under this assistance agreement in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds.

Equipment acquired by the Recipient, a subrecipient, or third-party and funded in whole or in part by the National Clean Diesel Funding Assistance Program is needed to achieve diesel emissions reductions until the equipment is no longer capable of achieving the verified or certified reduction in diesel emissions. Recipients, sub-recipients, or third-parties must ensure that they or another party continues to use the equipment for its intended purpose of achieving verified or certified reduction in diesel emissions after the closeout of this assistance agreement until the equipment is no longer capable of achieving the verified or certified reduction in diesel emissions.

These disposition instructions are applicable to assistance agreement Recipients, Subrecipients, and any other third-party beneficiaries acquiring equipment under this award. State agencies may use, manage and dispose of equipment acquired under assistance agreements by the State in accordance with State laws and procedures.

##### END OF DOCUMENT #####





**FORM SFEC-126**  
**NOTIFICATION OF CONTRACT APPROVAL**  
(S.F. Campaign and Government Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly)</i>	
Name of City elective officer(s): Members, San Francisco Board of Supervisors	City elective office(s) held: Members, San Francisco Board of Supervisors
<b>Contractor Information</b> <i>(Please print clearly)</i>	
Name of Contractor: Cochran, Inc.	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>	
(See attached list)	
Contractor address: 12500 Aurora Avenue North - PO Box 33524, Seattle WA 98133	
Date that contract was approved: June 30, 2009	Amount of contract: \$5,198,000
Describe the nature of the contract that was approved:	
Design, purchase, and construction of shoreside power system at Port's Pier 27, plus three (3) years operation and maintenance of said system.	
Comments:	

This contract was approved by (check applicable)

The City elective officer(s) identified on this form

A board on which the City elective officer(s) serves

San Francisco Board of Supervisors

Print Name of Board

The board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on the form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly)</i>	
Name of filer: Clerk of the San Francisco Board of Supervisors	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: BOS.Legislation@sfgov.org

Signature of the Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if Submitted by Board Secretary or Clerk)

Date Signed

Additional Information for Form SFEC-126

**Contractor Information for Cochran, Inc.**

- 1) Members of the Contractor's Board of Directors
  - Robert Cochran
  - Gordon Cochran
  - LeeAnn Cochran
  - Michael Cochran
  - Bill Doran
  - Ray Brown
  
- 2) Contractor's Officers
  - (a) CEO: LeeAnn Cochran
  - (b) CFO: Bryce Massey
  - (c) COO: Bill Doran (President)
  
- 3) Any person who has more than a 20% ownership in Contractor
  - Robert Cochran
  - Gordon Cochran
  - LeeAnn Cochran
  - Michael Cochran
  
- 4) Any subcontractor listed in bid or contract
  - MacMillan Electric, Inc.
  
- 5) Any political committee sponsored or controlled by the Contractor
  - None