



County of Los Angeles
INTERNAL SERVICES DEPARTMENT

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Los Angeles, California 90063

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SCOTT MINNIX
Director

"Trusted Partner and Provider of Choice"

July 31, 2018

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

23 July 31, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE SUB-RECIPIENT AGREEMENT FOR ELECTRIC VEHICLE (EV)
READY COMMUNITIES CHALLENGE GRANT FROM THE CALIFORNIA
ENERGY COMMISSION WITH THE LAWRENCE BERKELEY NATIONAL
LABORATORY, THE UCLA LUSKIN CENTER, THE LOS ANGELES
CLEAN TECH INCUBATOR, SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS, AND NINE OTHERS
(ALL SUPERVISORIAL DISTRICTS - 3 VOTES)**

SUBJECT

Request approval to negotiate and enter into Sub-Recipient Agreements with the Lawrence Berkeley National Laboratory, the UCLA Luskin Center, the Los Angeles Clean Tech Incubator, the Southern California Association of Governments, ICF International LLC, Global Green, Miriam Wrobel Associates, the South Bay Cities and San Gabriel Valley Councils of Governments, and the cities of Los Angeles, Santa Monica, West Hollywood, Long Beach.

On May 23, 2017, your Board authorized the County's Chief Sustainability Officer to accept and execute the Electric Vehicle Ready Communities Challenge Grant from the California Energy Commission.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of the Internal Services Department (ISD) or his designee to negotiate and execute Sub-Recipient Agreements with the Lawrence Berkeley National Laboratory, the University of California Los Angeles Luskin Center, the Los Angeles Clean Tech Incubator, the Southern California Association of Governments, ICF International LLC, Global Green, Miriam Wrobel Associates, the South Bay Cities Council of

Governments, the San Gabriel Valley Council of Governments, and the cities of Los Angeles, Santa Monica, West Hollywood, and Long Beach (“sub-recipients”), effective the date of your Board’s approval through June 30, 2019, in a form identical to, or substantially similar to the Attachment.

2. Delegate authority to the Director of ISD or his designee to approve any required time extensions, modifications, and/or amendments to the Sub-Recipient Agreement and execute all required documents with the sub-recipients.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In May 2018, your Board authorized the County’s Chief Sustainability Officer to accept and execute the \$200,000 Electric Vehicle Ready Communities Challenge Grant from the California Energy Commission (CEC) on behalf of the County and its sub-recipients. The County accepted the grant as both (1) the prime recipient and (2) the grant administrator on behalf of the sub-recipients. The proposed Sub-Recipient Agreements will memorialize the County’s lead role, clarify the grant’s terms, conditions, other flow down requirements to the sub-recipients, and identify additional responsibilities of the sub-recipients.

Implementation of Strategic Plan Goals

These projects are consistent with the County's Strategic Plan Goal II, Strategy II.3 - Make Environmental Sustainability Our Daily Reality. Envision and implement a comprehensive and integrated approach to improving the environmental, economic, and social well-being of our communities so that they may thrive now and into the future. This action will allow the use of grant funds to augment the County's existing financial resources to fund the development of a countywide plan that will inform future projects, protect the environment, and improve the quality of life for its residents.

FISCAL IMPACT/FINANCING

The CEC grant provided a total award of \$200,000 to the County of Los Angeles and its sub-recipients. The County will have the role of prime recipient for the grant and act as lead agency to the CEC, including submitting grant progress reports, payment requests, and other documentation. Within the County, this responsibility has been assigned to ISD, which under the terms of the grant, will be responsible for the management of the overall grant award, as well as coordinating with the sub-recipients. The grant will reimburse the County approximately \$200,000 for tasks

performed by the sub-recipients. The County supports this project by committing an in-kind match of \$99,000 of staff time dedicated to this project throughout the grant's 12-month term.

ISD will request the appropriation in the Fiscal Year (FY) 2018-19 Supplemental Changes submission, as a carry-over of FY 2017-18 surplus. There will be no impact to the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In May 2018, the County accepted the CEC award, in part as a direct recipient and in part as the lead agency/administrator on behalf of all the sub-recipients. As prime recipient, the County is responsible for overall program administration, which includes billing and reimbursement of funding and reporting program status to the CEC.

The Sub-Recipient Agreement clarifies all terms and conditions of the grant flow down provisions to the sub-recipients and requires compliance with these terms and conditions. In addition, the Sub-Recipient Agreement:

- Identifies the amount of the grant received by each sub-recipient;
- Provides indemnification for the County and termination conditions of the Sub-Recipient Agreement by the County;
- Defines additional recourse for the County in the event of sub-recipient non-performance;
- Defines County and sub-recipient responsibilities under any CEC audits.

The Sub-Recipient Agreements will reflect an effective date of your Board's approval through June 30, 2019, to ensure compliance with CEC requirements related to this grant program. The Sub-Recipient Agreement has been approved as to form by County Counsel.

ISD will administer the CEC Grant Agreement for all sub-recipients.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these actions will facilitate a County-wide zero-emission vehicle infrastructure needs assessment and planning implementation roadmap. This plan will improve energy efficiency throughout the County in a cohesive and comprehensive manner. The plan will lead to reductions in petroleum usage, harmful vehicle emissions and related health impacts, greenhouse gas emissions, and will assist the

State and the region in achieving the goals of creating substantial, sustainable, and measurable jobs, and other economic stimulus benefits.

CONCLUSION

Upon Board approval, please return three stamped copies of the adopted Board Letter to ISD.

Respectfully submitted,

A handwritten signature in blue ink that reads "Scott Minnix".

SCOTT MINNIX
Director

SM:SH:ML:ad

Attachment

c: Executive Office, Board of Supervisors
Chief Executive Office
County Office of Sustainability
County Counsel

Retrofit California **Sub-Recipient Agreement**

This Sub-Recipient Agreement is made and entered into as of the Effective Date by and between the County of Los Angeles, a political subdivision of the State of California (“County”) and _____ (“Sub-Recipient”).

RECITALS

R1 On October 14, 2007, Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), was signed into law and created the Alternative and Renewable Fuel and Vehicle Technology Program (or ARFVTP). The statute authorizes the California Energy Commission (CEC) to develop and deploy alternative and renewable fuels and advanced transportation technologies to develop and deploy innovative technologies that transform California’s fuel and vehicle types to help attain the state’s climate change policies;

R2 The statute, subsequently amended by Assembly Bill 109 (Núñez, Chapter 313, Statutes of 2008), and Assembly Bill 8 (Perea, Chapter 401, Statutes of 2013) authorizes the CEC to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change policies;

R3 The ARFVTP’s annual budget of approximately \$100 million supports: the development and improvement of alternative and renewable low-carbon fuels; optimizes alternative and renewable fuels for existing and developing engine technologies; produces alternative and renewable low-carbon fuels in California; decreases, on a full fuel cycle basis, the overall impact and carbon footprint of alternative and renewable fuels and increase sustainability; expands fuel infrastructure, fueling stations, and equipment; improves light-, medium-, and heavy-duty vehicle technologies; retrofits of medium- and heavy-duty on-road vehicle fleets; expands infrastructure connected with existing fleets, public transit, and transportation corridors; and establishes workforce training programs, conducts public education and promotion, and creates technology centers.

R4 The statute allows the CEC to use grants, loans, loan guarantees, revolving loans, and other appropriate measures. Eligible recipients include: public agencies, private businesses, public-private partnerships, vehicle and technology consortia, workforce training partnerships and collaboratives, fleet owners, consumers, recreational boaters, and academic institutions.

R5 Each year, the CEC must prepare and adopt an Investment Plan and convene an Advisory Committee to assist in preparing the annual Investment Plan.

R6 On February 20, 2018, the County submitted grant application number GFO-17-604 (the “Grant Application”) in response to the CEC, Electric Vehicle (EV) Ready Communities Challenge. The County sought funding for its proposal “*Transportation Grid (T-Grid) Blueprint; Planning for a Post-Building, Transportation Driven Electric Grid for the Los Angeles Region*.”

R7 On April 5, 2018, the CEC notified the County of its intent to award \$200,000 in ARFVTP grant funds for its *T-Grid Blueprint* (the “CEC Award”);

R8 In May 2018, the County’s Office of Sustainability accepted the CEC Award on behalf of the County. The County will be acting as the lead agency/administrator on behalf of all *T-Grid Blueprint* sub-recipients. The CEC Award allocates approximately \$200,000 for reimbursement by the County to the various sub-recipients; and

R9 The County and the Sub-Recipient desire to establish and/or acknowledge the governing rules, regulations, terms and conditions for Sub-Recipient’s participation in *T-Grid Blueprint* and the CEC Award.

NOW THEREFORE, based upon the foregoing recitals, the County and Sub-Recipient further agree as follows:

1.0 APPLICABLE DOCUMENTS

1.1 This base document, along with the CEC Award documents listed below, collectively form, and are referred to as, the “Sub-Recipient Agreement.” The following are attached hereto and incorporated herein by this reference:

1.1.2 Exhibit 1 CEC Agreement

1.1.3 Exhibit 2 CEC Assistance Reporting Checklist and Instructions

1.1.5 Exhibit 3 Special Terms and Conditions

1.2 This Sub-Recipient Agreement is the complete and exclusive statement of understanding between County and the Sub-Recipient, and supersedes any all previous understandings or agreements, whether written or oral, and all communications between the parties relating to the subject matter of this Sub-Recipient Agreement.

2.0 DEFINITIONS

The terms and phrases in this Section 2.0, in quotes and with initial letter(s) capitalized, shall have the meanings whenever used in this base document.

2.1 “Award Agreement” is the agreement between CEC and County for the CEC Award, and consists of the documents itemized at Section 2 (Award Agreement Terms and Conditions) of Exhibit 4 (Special Terms and Conditions).

2.2 “CEC Award” is defined in recital R4.

2.3 “Holdback” is defined in section 4.3

2.4 “Sub-Award Sum” is defined in section 4.1.

3.0 TERM OF AGREEMENT

This Agreement shall commence as of July 1, 2018 (the “Effective Date”) through June 30, 2019, or until CEC finds and certifies that Sub-Recipient is in full compliance with the CEC Award requirements and issues final award approval, whichever is later.

4.0 MAXIMUM SUB-AWARD SUM

4.1 The maximum sub-award sum to be funded by the CEC and disbursed through the County to Sub-Recipient shall be dollars (US\$ _____) (the “Maximum Sub-Award Sum”).

4.2 The Maximum Sub-Award Sum is inclusive of Sub-Recipient’s administrative costs and expenses, the aggregate of which shall not exceed ten percent (10%) of the Maximum Sub-Award Sum.

4.3 Sub-Recipient understands and agrees that the County may retain a holdback from disbursement of up to ten percent (10%) of the Maximum Sub-Award Sum as security against disallowances pending final award approval by CEC (the “Holdback”).

5.0 COUNTY OBLIGATIONS

County shall administer the *T-Grid Blueprint* Plan and disburse CEC Award funds as required or permitted by the Award Agreement. Notwithstanding the foregoing, the County is not obligated to disburse any funds to Sub-Recipient unless and until such are authorized and disbursed from CEC to County.

6.0 SUB-RECIPIENT WARRANTIES & REPRESENTATIONS

Sub-Recipient warrants and represents as follows:

6.1 Sub-Recipient is, and at all times shall continue to be, in full compliance with the terms and conditions in the Award Agreement. Sub-Recipient understands and agrees that for purposes of the foregoing, any requirements imposed upon County as “Recipient[s]” in the Award Agreement are hereby

passed-through and adopted as obligations of Sub-Recipient to the maximum extent allowable by law.

6.1.1 Without limiting the foregoing 6.1, Sub-Recipient shall strictly comply with the scope of any and all authorizations, limitations, exclusions, and/or exceptions for use of CEC Award funds; and

6.1.2 Without limiting the foregoing 6.1, Sub-Recipient shall submit timely reports to County and/or CEC as required by CEC, including but not limited to progress reports (monthly, quarterly, annual, and as required), special status reports, and financial reporting.

6.2 Sub-Recipient shall not cause the County to be in violation of the Award Agreement, whether by act or omission.

6.3 Sub-Recipient shall comply with all applicable Federal, State, and local laws, rules, regulations, ordinances, and directives, now existing and as such may change from time-to-time. Any such laws, rules, regulations, ordinances, and directives required thereby to be included in this Sub-Recipient Agreement are incorporated herein by reference.

7.0 INDEMNIFICATION & INELIGIBLE CLAIMS

7.1 Notwithstanding any provision to the contrary, whether expressly or by implication, Sub-Recipient agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability resulting from Sub-Recipient's act(s) and/or omission(s) arising from and/or relating to the CEC Award and/or this Agreement, and as such would be imposed in the absence of *Government Code* section 895.2.

7.2 Without limiting the scope of section 9.1, such liability includes but is not limited to the following: any funding disallowance; audits; demands; claims; actions; liabilities; damages; fines; fees, costs, and expenses, including attorney, auditor, and/or expert witness fees.

7.3 Sub-Recipient understands and agrees that it is solely responsible for any and all its amounts found by the CEC to be ineligible under the Award Agreement. Immediately upon request by CEC or County, the Sub-Recipient shall return any funds that have been disbursed to the extent that their use has been disallowed.

8.0 TERMINATION FOR CONVENIENCE

The County may terminate this Sub-Recipient Agreement, in whole or in part, when the County, in its sole discretion, deems it to be in its best interest.

9.0 TERMINATION FOR DEFAULT

9.1 The County may, by written notice to Sub-Recipient, terminate this Sub-Recipient Agreement, in whole or in part, as follows:

9.1.1 Upon instruction and/or demand from the CEC;

9.1.2 If Sub-Recipient materially breaches this Sub-Recipient Agreement;

9.1.3 If Sub-Recipient fails to timely or satisfactorily perform any obligation under this Sub-Recipient Agreement and fails to cure; or

9.1.4 If Sub-Recipient fails to demonstrate a high probability of timely fulfillment of its obligations under this Sub-Recipient Agreement and fails to cure.

9.2 If the County issues written notice under sections 9.1.3 or 9.1.4, Sub-Recipient must cure or demonstrate convincing progress toward a cure within five (5) calendar days (or such longer period as the County may authorize in writing) after receipt of written notice from the County.

9.3 The County's Principal Investigator is authorized to make and service any notice under sections 8.0 and/or 9.1.

9.4 The rights and remedies of the County provided in this Section 9.0 are not exclusive, and are in addition to any other rights and remedies provided under this Sub-Recipient Agreement and/or by law.

10.0 NOTICES & ADMINISTRATIVE CONTACTS

10.1 All notices or notifications under this Sub-Recipient Agreement shall be in writing addressed to the persons set forth in this section 10.0

10.2 All notices or notifications to the County shall be sent to:

Minh S Le, Principal Investigator
Los Angeles County – Internal Services Department
1100 N. Eastern Avenue, Executive Suite 200
Los Angeles, CA 90063-3200
msle@isd.lacounty.gov

10.3 All notices or notifications to the Sub-Recipient shall be sent to:

11.0 AMENDMENTS & CHANGES

This Sub-Recipient Agreement may be changed only by a written amendment duly signed by the County and Sub-Recipient. Notwithstanding the foregoing, any changes to the Award Agreement imposed by CEC, as well as any terms and conditions of the CEC Award program, shall be effective and binding upon Sub-Recipient immediately and without any amendment hereto.

12.0 ASSIGNMENT AND DELEGATION

Sub-Recipient shall not assign its rights or delegate its duties under this Sub-Recipient Agreement. Any attempted assignment or delegation shall be null and void, and constitute a material breach of this Sub-Recipient Agreement.

13.0 GOVERNING LAW AND VENUE

This Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California. Sub-Recipient further agrees and consents that the venue of any action brought between Sub-Recipient and County shall be exclusively in Los Angeles.

14.0 VALIDITY AND SEVERABILITY

If any provision of this Sub-Recipient Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Sub-Recipient Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

15.0 NO WAIVER

No waiver by the County of any event of breach and/or breach of any provision of this Sub-Recipient Agreement shall constitute a waiver of any other event of breach and/or breach. The County's non-enforce at any time, or from time to time, of any provision of this Sub-Recipient Agreement shall not be construed as a waiver thereof.

16.0 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

16.1 Sub-Recipient shall maintain accurate and complete financial records of its activities and operations relating to this Sub-Recipient Agreement in accordance with the Award Agreement and generally accepted accounting principles.

16.2 Sub-Recipient agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Sub-Recipient Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Sub-Recipient and shall be made available to the County during the term of this Sub-Recipient Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time.

16.3 All such material shall be maintained by the Sub-Recipient at a location in Los Angeles County or shall provide all materials specified by the County to a location to be determined by the County. Sub-Recipient shall bear its own costs and expenses in this regard.

16.4 If an audit of the Sub-Recipient is conducted specifically regarding this Sub-Recipient Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Sub-Recipient or otherwise, then the Sub-Recipient shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Sub-Recipient's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Sub-Recipient Agreement.

16.5 Failure of Sub-Recipient to comply with this Section 16.0 shall constitute a material breach of this Sub-Recipient Agreement, upon which the County may terminate or suspend under section 9.0 (Termination for Default).

17.0 AUTHORIZATION WARRANTY

Sub-Recipient represents and warrants that the person executing this Sub-Recipient Agreement on its behalf is an authorized agent who has actual authority to bind Sub-Recipient to each and every term, condition, and obligation herein.

END OF BASE DOCUMENT
SIGNATURE PAGE TO FOLLOW

**Retrofit California
Sub-Recipient Agreement**

* * * * *

Authorized Signatures

IN WITNESS WHEREOF, Sub-Recipient has duly executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Contract to be duly executed on its behalf.

SUB-RECIPIENT:

By
Name

Title

COUNTY OF LOS ANGELES

By _____

Scott Minnix,
Director – Internal Services Department

ATTEST:
Executive Officer-Clerk
of the Board of Supervisors

By

APPROVED AS TO FORM:
County Counsel

By _____
Principal Deputy County Counsel