COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294

(323) 881-2401

P. MICHAEL FREEMAN
FIRE CHIEF
FORESTER & FIRE WARDEN

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

March 17, 2009

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SACHI A. HAMAI
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:

ACCEPT GRANT FUNDS FROM THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT, CARL MOYER MEMORIAL AIR QUALITY STANDARDS ATTAINMENT PROGRAM AND APPROVE AN APPROPRIATION ADJUSTMENT RECOGNIZING THE GRANT (ALL DISTRICTS) (4 VOTES)

SUBJECT

The Consolidated Fire Protection District of Los Angeles County (District) is requesting approval to accept grant funding from the South Coast Air Quality Management District (SCAQMD), Carl Moyer Memorial Air Quality Standards Attainment Program to re-power aging gross polluting diesel powered vehicles and approval of an appropriation adjustment to recognize $159,000 in grant funding.

IT IS RECOMMENDED THAT YOUR HONORABLE BOARD, ACTING AS THE GOVERNING BODY OF THE CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:

1. Accept a grant award totaling $159,000 from the SCAQMD, Carl Moyer Memorial Air Quality Standards Attainment Program.

2. Authorize the Fire Chief, or his designee, to sign any documents required by the SCAQMD, Carl Moyer Memorial Air Quality Standards Attainment Program that are associated with the administration and management of this grant and any subsequent addendums and adjustments associated with the current project.

3. Approve the attached Appropriation Adjustment (Attachment A), recognizing $159,000 in grant funding for materials to re-power one ladder truck and one foam pumper. Labor costs will be absorbed within the District's existing fleet maintenance and repair services agreement contracts.

4. Approve an increase in spending authority for the District's Fleet Services Division, maintenance and repair services contracts from $3.5 million to $3.7 million.

5. Find that these actions are exempt from the California Environmental Quality Act.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the SCAQMD, Carl Moyer Memorial Air Quality Standards Attainment Program is to award annual grants to fleet operators in order to improve air quality through reduced emissions by retrofitting diesel exhaust systems or replacing gross polluting diesel powered vehicles or engine power plants with clean burning alternatives. Based on the level of reduced emissions, these grants are available at a rate of up to 80 percent of the re-power cost of a vehicle.

Though this has never been afforded to a municipality, the District's constant communications and negotiations with SCAQMD staff opened the door for the District to be a ground breaking test subject for this program.

On May 2, 2008, the District's Fire Fleet Services Division submitted grant applications to re-power one ladder truck and one foam pumper. The purpose of these applications was to extend the service life of these vehicles which will be required to meet rigid air quality standards by year 2010. These air quality standards would require replacement or expensive diesel exhaust filtering system retrofits. The vehicles identified do not afford the ability to retrofit and replacement would exceed $800,000 each.

The SCAQMD Carl Moyer Memorial Air Quality Standards Attainment Program approved the application and awarded the District $159,000 to re-power one ladder truck and one foam pumper.

The increase in spending authority on the contracts is needed for the labor costs associated with the repowering of the engines through the District's existing fleet maintenance and repair services agreement contracts.

Implementation of Strategic Plan Goals

Approval of the recommended action is consistent with the County's Strategic Plan Goal #2, Workforce Excellence, by enhancing the quality and productivity of the County workforce; Goal #4, Fiscal Responsibility, by providing a cost effective means of improving fuel efficiency, reduced emissions and the usable life of vehicles that would otherwise be subject to costly retrofit, replacement and/or fines; and Goal #8, Public Safety, by increasing the safety and security of all residents in Los Angeles County.

FISCAL IMPACT/FINANCING

With your Board's approval of the attached Appropriation Adjustment (Attachment A), sufficient funding will be available in the District's Support Services Budget Unit, Services and Supplies appropriation to address the projected appropriation needs for Fiscal Year 2008-2009.

District obligations and maintenance costs will be funded within the District's existing workforce and budget. There is no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The SCAQMD, Carl Moyer Memorial Air Quality Standards Attainment Program has provided the District with contractual guidelines for the administration of the grant agreement. The guidelines detail the activities and expenditures that are allowable (Attachment B).

CONTRACTING PROCESS

The District submitted a package of 60 Fire Fleet contractors to your Board for approval on July 5, 2006. The Fire Fleet contractors are utilized to perform a wide variety of vehicle maintenance and repair on a time and material basis. One of the contractors, Quinn Power Systems who will perform the work, is approved by SCAQMD and is the only Board approved contractor who can provide specialized services needed in retrofitting the diesel exhaust systems and/or replacing gross polluting diesel powered vehicles or engine power plants with clean burning alternatives.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the provisions of the California Environmental Quality Act. They will not result in a direct or reasonable foreseeable negative impact on the environment in accordance with Section 15061(b)(3) of the State of California Environmental Quality Act guidelines. In contrast, approval of the

recommend actions will have significant positive reductions in vehicle exhaust emissions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will enhance the quality and productivity of the District's fleet services.

CONCLUSION

Upon approval by your Board, please instruct the Executive Officer to return adopted copies of this letter to:

1. Consolidated Fire Protection District of Los Angeles County
   Executive Office
   1320 North Eastern Avenue
   Los Angeles, CA 90063

2. Consolidated Fire Protection District of Los Angeles County
   Materials Management Division
   5801 South Eastern Avenue, Suite 100
   Commerce, CA 90040
   Attention: James Ealey, Division Chief

3. Consolidated Fire Protection District of Los Angeles County
   Financial Management Division
   5801 South Eastern Avenue, Suite 130
   Commerce, CA 90040
   Attention: Theresa Barrera, Division Chief

4. Consolidated Fire Protection District of Los Angeles County
   Fire Fleet Services Division
   5801 S. Eastern Avenue, Suite 100
   Commerce, CA 90040
   Attention: Craig Weeks, Division Chief

Respectfully submitted,

P. MICHAEL FREEMAN

PMF:heo

Enclosures (2)

c: Chief Executive Officer
County Counsel
Auditor-Controller
Executive Officer, Board of Supervisors

South Coast Air Quality Management District

AQMD

This Contract consists of 16 pages.

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (referred to here as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the Los Angeles County Consolidated Fire Protection District (referred to here as "CONTRACTOR") whose address is 1320 North Eastern Avenue, Los Angeles, California 90063.

2. RECITALS
   A. AQMD is the local agency with primary responsibility for regulating stationary source air pollution within the geographical boundaries of the South Coast Air Quality Management District in the State of California. AQMD is authorized to enter into this Contract under California Health and Safety Code Section 40489. Through this Carl Moyer Program funded Contract the parties desire to fund the incremental costs of certain cleaner than required equipment in order to generate cost-effective and surplus air emission reductions within the geographical boundaries of the South Coast Air Quality Management District. Accordingly, AQMD desires to contract with CONTRACTOR for the project described in Attachment 1 - Statement of Work, attached hereto and made a part hereof.
   B. CONTRACTOR is authorized to do business in the State of California and attests that it is in good tax standing with the California Franchise Tax Board.
   C. All parties to this Contract have had the opportunity to have this Contract reviewed by their attorney.
   D. CONTRACTOR agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
   E. CONTRACTOR agrees that, in accordance with the California Air Resources Board's (CARB) Carl Moyer Program Guidelines, both the AQMD and CARB may monitor and enforce the terms of this Contract. Accordingly, CONTRACTOR acknowledges that both the AQMD and CARB are beneficiaries of the work funded hereunder. CONTRACTOR has agreed to perform under this Contract to generate surplus emissions reductions.

3. PERFORMANCE REQUIREMENTS
   A. CONTRACTOR warrants that it holds all necessary and required licenses and permits to perform this project. CONTRACTOR further agrees to immediately notify AQMD in writing of any change in its licensing status.
   B. CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. All reports shall be submitted in an environmentally friendly format: recycled paper; stapled, not bound; black and white, double-sided print; and no three-ring, spiral, or plastic binders or cardstock covers. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
   C. CONTRACTOR shall perform all tasks set forth in Attachment 1 - Statement of Work, and shall not engage, during the term of this Contract, in any performance of work that is in direct or indirect conflict with duties and responsibilities set forth in Attachment 1 - Statement of Work.
   D. CONTRACTOR shall ensure, through its contracts with any subcontractor(s) that employees and agents performing under this Contract shall abide by the requirements set forth in this Clause.

4. TERM - The term of this Contract is from the date of execution by both parties to June 30, 2017, unless further extended by amendment of this Contract in writing. No work shall commence until this Contract is fully executed by all parties. Notwithstanding the above end dates, the Contract term shall encompass both the project completion and project implementation/life periods, whichever is longer, to ensure that the AQMD and CARB can fully enforce the Contract terms during the life of this Carl Moyer Program-funded project.

   A. Project Completion – Project completion is the time frame starting with the date of contract execution by both parties to the date of project completion, i.e., the date the project becomes operational. This is the time period when an engine, vehicle or piece of equipment is ordered, delivered and installed.
   B. Project Implementation/Life - The project implementation time frame equals the project life. Project life is the number of years that a Carl Moyer Program project obtains or is claimed to obtain surplus emissions reductions while operating in California. Surplus emission reductions are reductions that are early or extra. That is, the reductions occur prior to a rule compliance date or the reductions exceed the requirements of a rule or regulation. The project implementation or project life equals the period of time during which CONTRACTOR is required to operate and maintain their Carl Moyer Program-funded engine, vehicle or equipment according to the terms of this Contract.

5. TIME PERIOD FOR CONTRACT EXECUTION - This Contract must be signed by the CONTRACTOR and received by AQMD within sixty (60) days from the receipt of the Contract by the CONTRACTOR, otherwise this Contract shall be deemed null and void regardless of whether it was executed by CONTRACTOR. Time is of the essence in executing this Contract.

6. TERMINATION
   A. If the CONTRACTOR fails to comply with any term or condition of this Contract, or fails to perform work in the manner agreed upon by the parties, including, but not limited to, the requirements of Attachment 1 - Statement of Work, this failure shall constitute a material breach of this Contract. The AQMD shall either notify the CONTRACTOR that it must timely cure this breach or provide written notification of AQMD's intention to terminate this Contract and invoke the penalties under Clause 7, if applicable. The AQMD reserves all rights under law and equity to enforce this Contract or to recover damages.
   B. Notwithstanding sub-Clause 6A, this Contract may be terminated without penalty prior to completion of the Contract term if the vehicles or equipment become inoperable through mechanical failure of components or systems and cannot be repaired or replaced and such failure is not caused by CONTRACTOR's negligence, misuse or malfeasance. CONTRACTOR shall submit written documentation supporting any basis for early termination under this sub-Clause for the approval of AQMD.
   C. AQMD reserves the right to terminate this Contract, in whole or in part, with or without cause, upon thirty (30) days written notice. Once such notice has been given, CONTRACTOR shall, except as otherwise directed by AQMD, discontinue any work being performed under this Contract and cancel any of CONTRACTOR'S orders for materials, facilities, and supplies in connection with such work, and shall use its best efforts to procure termination of existing subcontracts upon terms satisfactory to the AQMD. Thereafter, CONTRACTOR shall perform only such services as may be

necessary to preserve and protect any work already in progress and to dispose of any property as requested by AQMD.

D. CONTRACTOR shall be paid in accordance with this Contract for all work performed before the effective date of termination under sub-Clause 6C. Before expiration of the thirty (30) days written notice in the manner specified in this Contract, CONTRACTOR shall promptly deliver to AQMD all copies of documentation and other information and data prepared or developed by CONTRACTOR under this Contract with the exception of a record copy of such materials, which may be retained by CONTRACTOR.

E. In the event proceedings in bankruptcy are commenced against CONTRACTOR, and CONTRACTOR is adjudged bankrupt or a receiver is appointed and qualifies, the AQMD may terminate this Contract and all further rights and obligations hereunder by giving five (5) days notice, in writing, in the manner specified in this Contract. CONTRACTOR agrees AQMD shall have lien rights on any equipment and/or vehicles purchased in whole or part by the CONTRACTOR for this program. The AQMD shall have lien rights until the CONTRACTOR either returns all such equipment and/or vehicles to the AQMD or purchases such equipment and/or vehicles from the AQMD.

7. STIPULATED PENALTIES - CONTRACTOR is obligated to acquire and operate subject engines, equipment and/or vehicles as well as provide reports to AQMD throughout the term of this Contract. Should CONTRACTOR desire to terminate this Contract in whole or in part prior to the end date for reasons other than those stated in sub-Clause 6B, CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided under this Contract as determined by AQMD.

8. INSURANCE
   A. CONTRACTOR shall furnish evidence to AQMD of workers' compensation insurance for each of its employees, in accordance with either California or other states' applicable statutory requirements prior to commencement of any work on this Contract.
   B. CONTRACTOR shall furnish evidence to AQMD of general liability insurance with a limit of at least $1,000,000 per occurrence, and $2,000,000 in a general aggregate prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
   C. CONTRACTOR shall furnish evidence to AQMD of automobile liability insurance with limits of at least $100,000 per person and $300,000 per accident for bodily injuries, and $50,000 in property damage, or $1,000,000 combined single limit for bodily injury or property damage, prior to commencement of any work on this Contract. AQMD shall be named as an additional insured on any such liability policy, and thirty (30) days written notice prior to cancellation of any such insurance shall be given by CONTRACTOR to AQMD.
   D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, AQMD reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or terminate this Contract for breach.
   E. All insurance certificates should be mailed to: AQMD Risk Management, 21865 Copley Drive, Diamond Bar, CA 91765-4182. **The AQMD Contract Number must be included on the face of the certificate.**
   F. By execution of this Contract, CONTRACTOR agrees to maintain the above required insurance as well as property insurance with sufficient limits to cover the loss of the engines, vehicles and/or

qualified vehicle salvage yard. Engines without a visible and legible serial number may be re-powered if AQMD staff stamp the engine block with the Carl Moyer Program project number and the AQMD staff is present to personally verify engine removal from the project vehicle or equipment and the subsequent engine destruction.

F. The engines, vehicles and/or equipment funded under this Contract must remain in service for the project life and operate within the geographical boundaries of the South Coast Air Quality Management District for the minimum usage specified in this Contract.

12. INCORPORATION OF CARL MOYER PROGRAM APPLICATION – CONTRACTOR'S application for the project funded under this Contract is hereby incorporated by reference and made a part of this Contract.

13. MAINTENANCE OF VEHICLES, ENGINES AND EQUIPMENT - CONTRACTOR shall maintain the engine, vehicle or equipment funded under this Contract in accordance with the manufacturer's specifications for the life of the project. CONTRACTOR acknowledges that no tampering with the engine, vehicle, or equipment is permitted. CONTRACTOR shall be responsible for maintaining a working hour meter or other approved measuring device or method to track vehicle usage and demonstrate that the vehicle is operated according to the parameters used to calculate emissions reductions and cost effectiveness. If the hour meter/usage device fails, the CONTRACTOR remains responsible for validating any hours not recorded by the hour meter/usage device. The CONTRACTOR must either repair or replace the non-operating meter/device or provide other documentation of equipment operating hours acceptable to AQMD.

14. ON-SITE INSPECTIONS - AQMD, CARB, or their designee(s) shall have the right to inspect the engine(s) and/or records relating to the engine during the term of the Contract.

15. INSPECTIONS
    A. A Pre-Inspection shall be conducted by the AQMD on all equipment/vehicles/engines prior to any work commencing to implement this Contract. AQMD will verify that all requirements of the Carl Moyer Program regarding eligibility of existing equipment/vehicles/engines are met. This includes documentation of the type of equipment/vehicles/engines, operational condition, mileage, vehicle and engine identification. This Contract may be modified or terminated based upon the results of the Pre-Inspection should the AQMD determine that: the equipment is non-operational; does not match the information submitted for analysis (i.e. vehicle make, model, model-year, engine type, horsepower, model year, etc.); or other factors exist that would not result in the calculated real, quantifiable and surplus emission reductions. For fleets owned or operated by public agencies, AQMD may conduct the Pre-Inspection by requiring the public agency to provide documentation to verify that all requirements of the Carl Moyer Program regarding eligibility of existing equipment/vehicles/engines are met.
    B. A Post-Inspection shall be conducted by the AQMD after receipt of a final invoice from the CONTRACTOR. Final payment will not be made until the AQMD verifies that: the engine(s) and equipment listed in the Contract has/have been installed; that the engine is operational in the equipment or vehicle as stated in the Contract; and, where applicable, that the baseline engine(s) or vehicle(s) has/have been destroyed and rendered useless and there is no evidence of cannibalization of parts from the old engine(s). For fleets owned or operated by public agencies,

AQMD may conduct the Post-Inspection through a statistically significant random sample of the vehicles, where the project under this Contract consists of more than 20 vehicles.

16. AUDIT RIGHTS - AQMD, CARB or a third party designee shall have the right to conduct a fiscal audit of the project during the life of the project.

17. MONITORING AND ENFORCEMENT OF CONTRACTS TERMS - CONTRACTOR agrees that AQMD and CARB have the authority to enforce the terms of this Contract at any time during the project life to ensure that emission reductions under this Contract are obtained. AQMD and CARB will seek whatever legal, equitable and other remedies are available under State Law for the CONTRACTOR's failure to comply with the terms of this Contract or with the Carl Moyer Program requirements incorporated herein.

18. RECORDS AND RECORDS RETENTION – CONTRACTOR shall maintain records related to this project and retain these records for at least three years after expiration of the term of the Contract.

19. REPORTING REQUIREMENTS - CONTRACTOR shall submit reports in accordance with Attachments 1, 1A and 1B. Non-compliance with the reporting requirements of this Contract shall result in the implementation of on-site monitoring by the AQMD.

20. SUCCESSORS-IN-INTEREST – This Contract shall be binding on and inure to the benefit of each party's heirs, executors, administrators, successors, and assigns.

21. PROJECT USAGE – If the project usage reported in the annual report is thirty (30) percent above or below the usage specified in Attachment 1 – Statement of Work, the AQMD shall flag the project. Any project that has been flagged for performance shall be evaluated over a multiyear basis. If the project's usage does not average out to within 30 percent of the usage specified in Attachment 1 over at least a three-year period, the AQMD shall take appropriate action to ensure the contracted emissions reductions are realized. Appropriate actions include, but are not limited to, recapturing funds from the project in proportion to the loss in emissions reductions or extending the project life.

22. CARL MOYER PROGRAM DISCLOSURE STATEMENT - CONTRACTOR hereby certifies that upon execution of this Contract for the herein described Carl Moyer Program project, CONTRACTOR shall not submit another application or execute another Contract for the same specific engine(s) with any other source of funds, including but not limited to, other districts or to the California Air Resources Board (CARB) for a multi-district solicitation. CONTRACTOR acknowledges that violation of this certification shall, at a minimum, result in CONTRACTOR being disqualified from receiving funding for that engine(s) from all sources and may result in CONTRACTOR being banned from submitting future applications to any and all Carl Moyer Program solicitations. In addition, as a violation of law, including but not limited to the Business and Professions Code, CARB and the districts may levy fines and/or seek criminal charges. CONTRACTOR to initial here acknowledging compliance _____

23. PAYMENT
    A. AQMD shall reimburse CONTRACTOR an amount not to exceed One Hundred Fifty Nine Thousand Ten Dollars ($159,010) as provided in Attachment 2, Payment Schedule, to this Contract. CONTRACTOR shall be entitled to such reimbursement for purchase of the vehicles,

engines and/or equipment specified in Attachment 1 - SOW. Payment shall be based upon invoices for the actual cost of the new vehicle(s), engine(s), engine retrofit(s) or engine re-power(s) and successful completion of a post inspection by AQMD. Payment of the above amount shall be made directly to the dealer or distributor upon submission of an itemized invoice from the CONTRACTOR requesting that such direct payment be made.

B. The withhold amount shall be in accordance with Attachment 2 – Payment Schedule.

C. Reimbursement under this Contract shall occur within thirty (30) business days upon submission of an itemized invoice from the engine supplier for re-powers or paid invoices for new vehicles and completion of the post-inspection audit required under Clause 15. Invoices must itemize all charges for equipment, materials, supplies, subcontractors and other charges, as applicable. Reimbursement for equipment, materials, supplies, subcontractors and other charges will be made at actual cost. Supporting documentation and proof of payment must be provided for all individual charges (with the exception of direct labor charges provided by the CONTRACTOR). Each invoice must be prepared in duplicate, on company letterhead, and list AQMD's Contract number, period covered by invoice, and CONTRACTOR's Social Security Number or Employer Identification Number and submitted to: South Coast Air Quality Management District, Attn: Carl Moyer Contract Administrator, Technology Advancement, 21865 Copley Drive, Diamond Bar, CA 91765-4178.

D. Funding for this Contract is contingent upon receipt of funds from the California Air Resources Board (CARB).

E. Any funds not expended as contracted for or committed during the term of the Contract, as described in Attachment 1 - Statement of Work must be returned to AQMD. CONTRACTOR agrees that it is not entitled to the remaining funds and that AQMD will de-obligate the Contract of the balance of funds after the final invoice has been paid. CONTRACTOR shall include the notation "Final Invoice" upon its submittal to AQMD. CONTRACTOR to initial here acknowledging consent to de-obligation of non-expended funding. _____ JSLC

24. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs) - No MSERCs resulting from Carl Moyer Program funded projects may be generated and/or sold. All validated emission reductions shall be applied toward the State Implementation Plan (SIP) attainment demonstration. All emission reductions, created as a result, in whole or in part, from the expenditure of Carl Moyer funds shall not be converted into tradable credits, and shall be used for the sole purpose of meeting the attainment schedule contained in the applicable SIP.

25. INTELLECTUAL PROPERTY RIGHTS - Title and full ownership rights to any intellectual property developed under this Contract shall at all times remain with AQMD. Such material is agreed to be AQMD's proprietary information.

    A. Rights of Technical Data - AQMD shall have the unlimited right to use technical data, including material designated as a trade secret, resulting from the performance of services by CONTRACTOR under this Contract. CONTRACTOR shall have the right to use data for its own benefit.

    B. Copyright - CONTRACTOR agrees to grant AQMD a royalty free, nonexclusive, irrevocable license to produce, translate, publish, use, and dispose of all copyrightable material first produced or composed in the performance of this Contract.

26. NOTICES - Any notices from either party to the other shall be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in

writing for notices by either party to the other. Notice shall be given by certified, express, or registered mail, return receipt requested, and shall be effective as of the date of receipt indicated on the return receipt card.

AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Carl Moyer Contract Administrator, Technology Advancement

CONTRACTOR: Los Angeles County Consolidated Fire Protection District
1320 N. Eastern Ave.
Los Angeles, CA 90063
Attn: Mark W. Moser

27. EMPLOYEES OF CONTRACTOR

A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay and pay for legal holidays.
B. CONTRACTOR, its officers, employees, agents, representatives or subcontractors shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, representatives or subcontractors be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
C. AQMD requires CONTRACTOR to be in compliance with all state and federal laws and regulations with respect to CONTRACTOR's employees throughout the term of this Contract, including state minimum wage laws and OSHA requirements.

28. PUBLICATION

A. AQMD shall have the right of prior written approval of any document which shall be disseminated to the public by CONTRACTOR in which CONTRACTOR utilized information obtained from AQMD in connection with performance under this Contract.
B. Information, data, documents, photographs or reports developed by CONTRACTOR for AQMD, pursuant to this Contract, shall be part of AQMD'S public record unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information provided to AQMD. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.
    i. "This report was prepared as a result of work sponsored, paid for, in whole or in part, by the South Coast Air Quality Management AQMD (AQMD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of AQMD. AQMD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. AQMD has not approved or disapproved this report, nor has AQMD passed upon the accuracy or adequacy of the information contained herein."
C. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and require compliance with the above.

29. NON-DISCRIMINATION - In the performance of this Contract, CONTRACTOR shall not discriminate in recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall likewise require each subcontractor to comply with this Clause and shall include in each such subcontract language similar to this Clause.

30. ASSIGNMENT - The rights granted hereby may not be assigned, sold, licensed, or otherwise transferred by either party without the prior written consent of the other, and any attempt by either party to do so shall be void upon inception.

31. NON-EFFECT OF WAIVER - The failure of CONTRACTOR or AQMD to insist upon the performance of any or all of the terms, covenants, or conditions of this Contract, or failure to exercise any rights or remedies hereunder, shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants, or conditions, or of the future exercise of such rights or remedies, unless otherwise provided for herein.

32. ATTORNEYS' FEES - In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys' fees and costs.

33. FORCE MAJEURE - Neither AQMD nor CONTRACTOR shall be liable or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of AQMD or CONTRACTOR.

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

35. HEADINGS - Headings on the Clauses of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.

36. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.

37. GOVERNING LAW - This Contract shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California. Venue for resolution of any disputes under this Contract shall be Los Angeles County, California.

38. CITIZENSHIP AND ALIEN STATUS
    A. CONTRACTOR warrants that it fully complies with all laws regarding the employment of aliens and others, and that its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CONTRACTOR shall obtain from all covered employees performing services hereunder all verification and other documentation of employees' eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall have a continuing obligation to verify and document the continuing employment authorization and authorized alien status of employees performing services under this Contract to insure continued compliance with all federal statutes and regulations.
    B. Notwithstanding Clause A above, CONTRACTOR, in the performance of this Contract, shall not discriminate against any person in violation of 8 USC Section 1324b.
    C. CONTRACTOR shall retain such documentation for all covered employees for the period described by law. CONTRACTOR shall indemnify, defend, and hold harmless AQMD, its officers and employees from employer sanctions and other liability which may be assessed against CONTRACTOR or AQMD, or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

39. APPROVAL OF SUBCONTRACTS
    A. If CONTRACTOR intends to subcontract a portion of the work under this Contract, written approval of the terms of the proposed subcontract(s) shall be obtained from AQMD'S Executive Officer or designee prior to execution of the subcontract. No subcontract charges will be reimbursed unless such approval has been obtained.
    B. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the written approval of the Executive Officer or designee prior to execution.
    C. The sole purpose of AQMD'S review is to insure that AQMD'S contract rights have not been diminished in the subcontractor agreement. AQMD shall not supervise, direct, or have control over, or be responsible for, subcontractor's means, methods, techniques, work sequences or procedures or for the safety precautions and programs incident thereto, or for any failure of subcontractor to comply with any local, state, or federal laws, or rules or regulations.

40. TAX IMPLICATIONS FROM RECEIPT OF CARL MOYER PROGRAM FUNDS – CONTRACTOR is advised to consult a tax attorney regarding potential tax implications from receipt of funds under the Carl Moyer Program.

41. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR and AQMD. By executing this Contract, CONTRACTOR understands and agrees to operate the engine, vehicle, or equipment according to the terms of the Contract and to cooperate with the AQMD and CARB implementation, monitoring, enforcement and other efforts to assure the emissions benefits are real, quantifiable, surplus and enforceable. There are no understandings, representations, or warranties of any kind except as expressly set forth herein. No waiver, alteration, or modification of any of the provisions herein shall be binding on any party unless in

writing and signed by the party against whom enforcement of such waiver, alteration, or modification is sought.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

By: _____
Dr. William A. Burke, Chairman, Governing Board

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

APPROVED AS TO FORM:
Kurt R. Wiese, General Counsel

By: _____

LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT

By: _____
Name:
Title:

Date: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By: _____
SCOTT KUHN
Senior Deputy County Counsel

//Moyer HD On-Road
Last Updated: 22 October 2008

ATTACHMENT 1

STATEMENT OF WORK
LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT
FY 2007-08 CARL MOYER PROGRAM
FUND 80 - AB923 ACCOUNT

The purpose of this contract is to reduce emissions from the repower of 2 diesel fire trucks with new FEL engines certified to a standard of 1.16 g/bhp-hr NOx and 0.01 g/bhp-hr of PM. Project emissions reductions were calculated using a seven year project life.

Tasks necessary to implement this intent are subject to the due dates specified in Attachment 1A and are as follows:

Task 1: Inspections

1.1 CONTRACTOR shall make all equipment/vehicles/engines available to AQMD staff for pre-inspection prior to any work commencing to implement this contract. All equipment/vehicles/engines must be in working order. CONTRACTOR shall provide access to all vehicle identification numbers, engine identification numbers and other legal identification of equipment/vehicles/engines.

1.2 CONTRACTOR shall make all equipment/vehicles/engines available to AQMD staff in accordance with the Post-Inspection Clause of this Contract.

1.3 CONTRACTOR shall destroy or render useless the existing (baseline) engine described above in a manner in accordance with Clause 11.E. of the Contract. Evidence of engine destruction shall be submitted to AQMD at the time of invoice submittal.

Task 2: Procurement of Engines

2.1 CONTRACTOR shall provide documentation of procurement of each new engine meeting the above mentioned optional emission standard. This documentation shall include, at a minimum, identification of vehicle manufacturer; price of the vehicle including any taxes, delivery fees and other costs; and identification of the vehicle make, model, model year and fuel type. The documentation shall be submitted to AQMD at the time of invoice submittal.

Task 3: Operation of Vehicles

3.1 CONTRACTOR shall place each repowered diesel fire truck into regular service and shall inform the AQMD where the vehicle is stored within the geographical boundaries of the South Coast Air Quality Management District.

3.2 CONTRACTOR agrees to operate each repowered fire truck for a minimum of seven years within the geographical boundaries of the South Coast Air Quality Management

District and at least 75% of the annual fuel usage of the vehicles within the geographical boundaries of the South Coast Air Quality Management District. CONTRACTOR agrees to make operational information for the vehicle available, upon reasonable notice, to AQMD or CARB staff during the life of the project. This information may include annual mileage and the amount of fuel consumed. The expected usage of the equipment as reported in the proposal application is:

Table 1

Equipment	Annual Average Fuel Usage	Estimated Annual NOx+ROG Emission Reduction / PM Emission Reduction (tons/year)
Foam Unit 10	1,340	0.09 / 0.01
Tiller Truck 170	36,792	1.67 / 0.03

If the Contractor's fuel usage does not average out to within 70% of the annual fuel usage, as specified in Table 1, over at least a 3 year period (i.e. no more than 30% below the stated mileage), AQMD may extend the contract an additional year to allow CONTRACTOR to make up any emission reduction shortfall.

3.3 CONTRACTOR shall provide identification and description of where the vehicles will be fueled. CONTRACTOR shall provide evidence of fueling capability at its own site or provide evidence of a contractual relationship with a fuel provider who is capable of fueling the vehicles.

Task 4: Reporting

4.1 CONTRACTOR shall provide quarterly and annual reports, as described in the Deliverables, Attachment 1B.

ATTACHMENT 1A

PROJECT MILESTONES
LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT
FY 2007-08 CARL MOYER PROGRAM
FUND 80 - AB923 ACCOUNT

Milestone	Due Date
Evidence of engine order (PO) No Later Than	June 20, 2009
Engine Delivery and Acceptance Completed for 2 Fire Trucks	June 20, 2010
2 Fire Trucks with Repowered Engines Back in Service No Later Than	June 20, 2010
All Invoices Due for 2 Fire Trucks No Later Than	June 20, 2010
Quarterly Progress Reports Due	January 15, 2009 April 15, 2009 July 15, 2009 October 15, 2009 January 15, 2010 April 15, 2010 July 15, 2010
Annual Project Progress Reports Due	June 20, 2011 thru June 20, 2015
Final Project Progress Report Due	June 20, 2017

ATTACHMENT 1B

DELIVERABLES
LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT
FY 2007-08 CARL MOYER PROGRAM
FUND 80 - AB923 ACCOUNT

In addition to the deliverables set forth in the above-referenced statement of work, CONTRACTOR shall supply the following reports to the AQMD under this Contract. Each submitted report shall be stapled, not bound, printed in black ink, double-sided type, on an 8-1/2 by 11 inch page, and shall include camera-ready originals.

1. Two stapled copies of each quarterly progress report due by the 15th day of the month following the reporting period. CONTRACTOR shall submit two copies of each progress report to AQMD's Carl Moyer Contract Administrator-Technology Advancement, in conjunction with any applicable invoice for the same period. Quarterly reports are required until all vehicles are placed into regular operating service. Each progress report shall include, but not be limited to, the following:

   a. Reference to AQMD contract number and title of project.
   b. Reporting time period (months, year).
   c. Description of work completed during the reporting period, including a discussion of problems encountered and how those problems were resolved; and other relevant activities. Include information such as:
      - Accumulated mileage per vehicle in service during the reporting period, including date mileage reading was recorded, and the percentage of the total miles operated within the AQMD boundaries.
      - Condition of the engine, including current working condition and any major maintenance of the engine that significantly affected the operation time of the vehicle

2. Two stapled copies of an annual report, to be submitted annually for the term of the agreement. This document shall be considered in the public domain, in conformance with the California Public Records Act (Government Code Section 6250 et seq.). The annual report shall include, but not be limited to, the following:

   a. Reference to AQMD contract number and title of project.
   b. Color photographs in a digital format, such as .ppt, .tif, .jpg on a CD or sent electronically, of:
      - Each repowered vehicle (including photo of vehicle plate #).
      - Each replacement engine on the vehicle
   c. Identify new engine information (make, model, model year, horsepower, and serial number)
   d. A description of the operation of the vehicles/engines, including:
      - Accumulated mileage per vehicle in service during the reporting period, including date mileage reading was recorded, and the percentage of the total annual miles operated within the AQMD boundaries.
      - Condition of the engine, including current working condition and any major maintenance of the engine that significantly affected the operation time of the vehicle
   e. Any conditions (e.g., weather or other unexpected situation) that significantly affected the annual usage of the engine.
   f. Problems - a discussion of significant problems encountered during the year and how they were resolved.

ATTACHMENT 2

PAYMENT SCHEDULE
LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT
FY 2007-08 CARL MOYER PROGRAM
FUND 80 - AB923 ACCOUNT

CONTRACTOR shall be reimbursed for a portion of the cost to repower each diesel fire truck with new FEL engine certified to a standard of 1.16 g/bhp-hr NOx and 0.01 g/bhp-hr of PM after vehicle post-inspections. The reimbursable cost under this contract shall not exceed $28,052 for the Foam Unit and $130,958 for the Tiller Truck. All invoices must be accompanied by supporting documentation, including proof of payment and a written report documenting delivery, acceptance and placement into service. Funds used for reimbursement will be according to the following table.

Number of Engines	Completion Deadline	Source of Funding	Amount
2	June 20, 2010	AB923	$159,010

Maximum Cost per Engine to be Reimbursed by AQMD Carl Mover Program	Number of Engines	Total Cost
$28,052	1	$28,052
$130,958	1	$130,958
Total Contract Not-to-Exceed		**$159,010**

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BOARD OF SUPERVISORS OFFICIAL COPY

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S NO. 390-15

DEPARTMENT OF FIRE

MARCH 17, 2009

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2008-09

4 - VOTE

SOURCES

Fire Department
Services Budget Unit
State - Other
DA1-FR-88-8831-40100-40191
159,000

USES

Fire Department
Services Budget Unit
Services & Supplies
DA1-FR-2000-40100-40191
159,000

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 MAR 17 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

SUMMARY TOTAL SOURCES:	USES:
$ 159,000	$ 159,000

JUSTIFICATION: THIS APPROPRIATION ADJUSTMENT IS NECESSARY TO RECOGNIZE GRANT REVENUE FOR REPLACEMENT AND/OR RE-POWERING AGING GROSS POLLUTING DIESEL POWERED VEHICLES.

ASSISTANT CHIEF, FINANCIAL MANAGEMENT DIVISION

CHIEF EXECUTIVE OFFICER'S REPORT

REFERRED TO THE CHIEF EXECUTIVE OFFICER FOR- ACTION

✓ RECOMMENDATION

AUDITOR-CONTROLLER BY Karen Shikuma

NO. 178 Mar 3 20 09

APPROVED AS REQUESTED ✓ AS REVISED

March 03, 2009

CHIEF EXECUTIVE OFFICER

APPROVED (AS REVISED): 20

BOARD OF SUPERVISORS

BY

DEPUTY COUNTY CLERK

38 of MAR 17, 2009

SEND 6 COPIES TO THE AUDITOR-CONTROLLER