County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

A Tradition of Service

June 12, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

61 June 12, 2012

SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

ACCEPT A GRANT AWARD FROM THE SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT THROUGH THE FISCAL YEAR 2010-11 CARL MOYER PROGRAM AND AUTHORIZE THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT TO PURCHASE 24 INMATE TRANSPORTATION BUSES (ALL DISTRICTS) (3 VOTES)

SUBJECT

This letter is a joint recommendation by the Sheriff and the Director of the Internal Services Department (ISD) to request Board approval for the Los Angeles County Sheriff's Department (Department) to accept a grant award of $4,394,694 to partially fund the replacement of 24 inmate transportation buses and authorize ISD, in its capacity as the County Purchasing Agent, to proceed with the solicitation and purchase of 16 of the 24 inmate transportation buses, not exceeding the total amount of $9,222,000.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the Grant Award Agreement (Agreement), and delegate authority to the Sheriff as an agent for Los Angeles County (County) to execute the Agreement Attachment A, commencing upon execution by both parties and terminating on June 30, 2027, for acceptance of $4,394,694 in grant funding from the South Coast Air Quality Management District (SCAQMD) through the Carl Moyer Program (Moyer Grant) to partially fund the replacement of 24 of the Department's aging inmate transportation buses.

2. Delegate authority to the Sheriff to execute all amendments, modifications, and extensions to the Agreement as necessary and required for completion of this project.

3. Authorize an increase of $9,222,000 in the Department's Fiscal Year (FY) 2012-13 General Support Budget Unit Capital Assets Appropriation, fully offset by $3,287,000 from the Moyer Grant, and $5,935,000 from the Department's Processing Fee Fund for the purchase of 16 of 24 inmate transportation buses. The final eight buses will be purchased in subsequent fiscal years using the remaining funds in the amount of $1,108,000 from the Moyer Grant and $3,503,000 from the Department's Processing Fee Fund.

4. Authorize ISD, in its capacity as the County Purchasing Agent to proceed with the solicitation and acquisition of the first 16 inmate transportation buses, each of which has an estimated cost of $530,000 plus sales tax, not to exceed $9,222,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to accept $4,394,694 in grant funding from the SCAQMD through the Moyer Grant to partially fund the accelerated replacement of 24 buses and to authorize the County Purchasing Agent to proceed with the solicitation and procurement of these capital assets with a cost of more than $250,000.

The Department currently operates 86 prisoner transportation coach-style buses that together are driven more than 2.4 million miles per year. Based upon industry standards, these buses should be replaced after 12 years or 500,000 miles. However, in the last decade, the Department has not met its ongoing bus replacement needs due to budget constraints. The Department currently has 47 buses that meet or exceed replacement criteria. The age and condition of these buses has resulted in higher operating costs and untimely breakdowns.

Implementation of Strategic Plan Goals

The recommendations are consistent with the County's Strategic Plan, Goal 1, Operational Effectiveness; and Goal 4, Health and Mental Health, by reducing fleet downtime for repairs and improving air quality through diesel-emission reductions in County areas.

FISCAL IMPACT/FINANCING

There will be no impact to net County cost. The total estimated cost of $13,833,000 for the replacement of the 24 buses will be funded via $4,395,000 from the Moyer Grant and the balance from the Department's Processing Fee Fund. The first 16 buses will be purchased in FY 2012-13, and the remaining buses will be purchased by June 20, 2016.

There will not be an impact on the District Attorney's Office, Public Defender's Office, or the Alternate Public Defender's Office.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Upon Board approval, the implementation of this project will assist the Department in meeting state and local environmental objectives, namely to reduce emissions. The Department's oldest diesel

buses contribute significant nitrogen oxide and toxic particulate matter emissions associated with a wide variety of respiratory illnesses, heart disease, various cancers, and other health concerns. All 24 new buses will produce less than half of the nitrous oxide and particulate emissions of just one of the Department's old buses.

The Agreement is effective upon execution by both parties and terminates on June 30, 2027. Pursuant to the Agreement, all 24 buses shall be purchased, delivered, and accepted by June 20, 2016. As a condition of the Agreement, the Department buses being replaced must be dismantled and destroyed. The Agreement contains mutual indemnification and requires that the County maintain a program of self-insurance during the Term.

On July 11, 2000, your Board approved guidelines for the acceptance of State and Federal grants of $100,000 or more. These guidelines include a requirement that County departments prepare a Grant Management Statement (Statement) for your review prior to the departments carrying out the activities covered under the Agreement. The Statement (Attachment B) in the amount of $4,394,694 is for the replacement of 24 inmate transportation buses.

On October 16, 2001, your Board adopted a policy whereby departments will obtain Board approval to purchase or finance equipment with a unit cost of $250,000 or greater prior to submitting their requisitions to the County Purchasing Agent.

This Board letter has been reviewed and the Agreement (Attachment A) has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of California Environmental Quality Act pursuant to Section 15301(a), (d), and (f) of CEQA guidelines.

CONTRACTING PROCESS

The procurement of these buses is a commodity purchase under the statutory authority of the County Purchasing Agent. The purchase will be requisitioned through, and accomplished by, the County Purchasing Agent in accordance with the County's purchasing policies and procedures established by the County's ISD.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will improve the operation of the inmate transportation. The purchase of replacement buses will greatly reduce the risk of bus breakdowns, including the associated disruptions when the inmates are on board. This action will also significantly reduce the nitrogen oxide and particulate matter emissions associated with a wide variety of health concerns.

CONCLUSION

Upon Board approval, please return one original adopted letter to the Department's Grants Unit.

Sincerely,

LEROY D. BACA
Sheriff

TOM TINDALL
Director

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Enclosures

ATTACHMENT "A"

Contract No. 12173
(Two Originals)

South Coast Air Quality Management District

This Contract consists of 17 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 County of Los Angeles (referred to here as "CONTRACTOR") whose address is 4700 Ramona Boulevard, Monterey Park, California 91745.

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 here and made a part here by reference.
   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.

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3. PERFORMANCE REQUIREMENTS
   A. CONTRACTOR agrees to obtain and maintain the required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions to perform the work under this Contract, and to pay all applicable fees. CONTRACTOR further agrees to immediately notify AQMD in writing of any change to its licensing/permitting 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 that employees and agents performing under this Contract, including its subcontractors, will abide by the requirements set forth in this Contract.

4. TERM - The term of this Contract is from the date of execution by both parties, which is the effective date of this Contract, to June 30, 2027, unless further extended by amendment of this Contract in writing. No work shall commence until this Contract is fully executed by all parties. CONTRACTOR assumes all financial risk and is in no way guaranteed Carl Moyer Program funds for work done prior to the effective date of this Contract. The Contract term above encompasses both the project completion

and project implementation periods, as described below, to ensure that the AQMD and the California Air Resources Board ("CARB") can fully enforce the terms of this Contract 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 the project post-inspection confirms that the project has become operational. This includes the time period when the equipment described in Attachment 1 - Statement of Work ("Equipment") is ordered, delivered and installed.
B. Project Implementation - The project implementation time frame is the second part of the Contract term and equals the project life, which is the number of years that the Equipment must operate as specified in the Attachment 1 – Statement of Work to obtain surplus emissions reductions that are cost-effective. CONTRACTOR is required to operate and maintain the Carl Moyer Program-funded Equipment according to the terms of this Contract for the full project implementation period.

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. Failure to timely sign and return the Contract to AQMD may result in the withdrawal of the award. Time is of the essence in executing this Contract.

6. TERMINATION
   A. CONTRACTOR's failure to comply with any term or condition of this Contract shall constitute a material breach of this Contract. The AQMD will either notify the CONTRACTOR that it must timely cure this breach, or provide ten (10) days' written notification of AQMD's intention to terminate this Contract and invoke the penalties under Clause 6.D. 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 by CONTRACTOR, in whole or in part, without penalty prior to completion of the Contract term if the Equipment becomes 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, which approval shall not be unreasonably withheld.
   C. AQMD reserves the right to terminate this Contract, in whole or in part without cause upon thirty (30) days' advance 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 all of CONTRACTOR'S orders in connection with such work, and shall use its best efforts to terminate 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. CONTRACTOR shall also promptly deliver to AQMD all copies of documentation and other information and data prepared or developed by CONTRACTOR under this Contract. CONTRACTOR will be paid in accordance with this Contract for work performed before the effective date of termination.
   D. Should CONTRACTOR desire to terminate this Contract in whole or in part prior to the completion of the Contract term for reasons other than those stated in sub-Clauses 6B, CONTRACTOR shall provide thirty (30) days' advance written notice. CONTRACTOR shall return to AQMD a reasonable prorated share of the funds already paid under this Contract, in an amount as determined by AQMD.

7. INSURANCE – CONTRACTOR represents that it is permissibly self-insured and will maintain such self-insurance in accordance with applicable provisions of California law throughout the term of this Contract. CONTRACTOR shall provide evidence of sufficient coverage during the term of this Contract and any extensions thereof that meet or exceed the minimum requirements set forth by the South Coast AQMD below. CONTRACTOR shall furnish certificate of self-insurance to: South Coast Air Quality Management District, Attn: Risk Management Office. **The AQMD Contract Number shall be included on the face of the certificate.** If CONTRACTOR fails to maintain the required insurance coverage, AQMD reserves the right to terminate the Contract or purchase such additional insurance and bill CONTRACTOR or deduct the cost thereof from any payments owed to CONTRACTOR. Minimum insurance coverages are as follows:

    A. Worker's compensation insurance in accordance with either California or other state's applicable statutory requirements.

    B. General Liability insurance with a limit of at least $1,000,000 per occurrence, and $2,000,000 in general aggregate.

    C. 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.

8. INDEMNIFICATION – Each party agrees to hold harmless, defend and indemnify the other, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, demands, judgments, legal fees, or any other expenses incurred or required to be paid by each party, its officers, employees, agents, representatives, or successors-in-interest arising from or related to any injury to persons or damage to property caused directly or indirectly, in whole or in part, by any act or omission of each party, its employees, subcontractors, agents or representatives in the performance of this Contract

9. COMPLIANCE WITH CARL MOYER PROGRAM GUIDELINES – CONTRACTOR warrants that the project upon which this Contract is based complies with CARB's Carl Moyer Program Guidelines (revised 2011) ("CMP Guidelines"), incorporated herein by reference, which include, but are not limited to, the following:

    A. The project described in the Statement of Work is not required by any local, state and/or federal rule or regulation, memorandum of understanding/agreement, settlement agreement, mitigation requirement, or other legal mandate.
    B. The low emissions technology used in the project has been certified or verified by CARB and meets the applicable NOx, PM and/or ROG requirements, or if it has not been certified/verified by CARB, the low emissions technology has been approved by CARB on a case-by-case basis.
    C. Rights to the emission reductions generated by the Project must not be claimed by any participant as emission reduction credits or be used under any emission averaging banking and trading program. In addition, rights to the emission reductions may not be claimed by the engine or equipment manufacturer in any flexibility or "early introduction" incentive program.

D. The Equipment must not have been ordered or purchased prior to the date of the AQMD Governing Board approval of the Contract award.
E. For repowers and replacement projects, the existing (old) engine must be destroyed and rendered permanently unusable and irreparable. There must be no cannibalization of parts from the old engine. Destruction methods and requirements are specified in the Statement of Work and the CMP Guidelines.
F. For repower projects, the installation of the engine must be completed in a manner such that it does not void the engine warranty provided by the manufacturer and any remaining warranty provided by the equipment manufacturer.
G. In signing this Contract, CONTRACTOR certifies that its fleet, engine(s) or equipment/vehicle is in compliance with all applicable federal state, and local air quality rules and regulations at the time of Contract execution, and that it will maintain compliance for the full Contract term.
H. The Project must be included when defining the size of the CONTRACTOR's fleet for determining regulatory requirements.
I. Throughout the Contract term, the Project must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance.

10. 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.

11. MAINTENANCE - CONTRACTOR shall maintain the Equipment in accordance with the manufacturer's specifications for the project life. Tampering with the engine is strictly prohibited. CONTRACTOR is responsible for maintaining a working hour meter or other AQMD-approved measuring device to track Equipment usage for projects that use hours of operation as a means of calculating emission reductions and cost-effectiveness. If the hour meter/usage device fails, CONTRACTOR must immediately notify AQMD, and 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.

12. ON-SITE INSPECTIONS AND AUDIT - AQMD, CARB, or their designee(s) shall have the right to conduct a fiscal audit of the project, and to inspect the Equipment described in the Statement of Work and the associated records during the term of the Contract.

13. INSPECTIONS
    A. A Pre-Inspection shall be conducted by the AQMD on **all** existing (old) equipment (including engines and vehicles) prior to any work commencing under this Contract. AQMD must verify that CONTRACTOR has met all requirements of the Carl Moyer Program regarding eligibility of the existing equipment. This includes documentation of the type of equipment, 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 existing 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. It is the responsibility of the CONTRACTOR to contact AQMD and arrange a Pre-Inspection of the existing equipment, and to confirm with AQMD that the equipment has been pre-inspected and is eligible to participate in the Carl Moyer Program.

B. A Post-Inspection shall be conducted by the AQMD after receipt of the invoice from the CONTRACTOR. AQMD must verify that CONTRACTOR has met all requirements of the Carl Moyer Program. Final payment will not be made unless the AQMD verifies that: the retrofit device or engine listed in the Statement of Work has/have been installed; that the Equipment is operational; and, where applicable, that the replaced 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 twenty (20) vehicles.

14. MONITORING AND ENFORCEMENT – CONTRACTOR agrees to operate the Equipment according to the terms of this Contract, including the CMP Guidelines, and to cooperate with AQMD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable. CONTRACTOR also understands and agrees that in addition to AQMD, CARB, as an intended thirty-party beneficiary of this Contract, also has the right to enforce the terms of this Contract to ensure emission reductions are generated. AQMD and CARB will seek whatever legal, equitable and other remedies are available for CONTRACTOR's failure to comply with the terms of this Contract, including the CMP Guidelines.

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

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

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

18. EQUIPMENT USAGE
    A. CONTRACTOR shall accrue at least 75% of each Equipment's annual mileage or engine hours of operation within the geographical boundaries of the South Coast Air Quality Management District. Information included in the annual reports required under this Contract will be used to verify this usage.
    B. CONTRACTOR is prohibited from removing the Equipment from service in California during the term of this Contract, unless the 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 promptly notify AQMD if any Equipment is removed from service in California.
    C. If the Equipment usage reported in the annual report does not meet the usage specified in Attachment 1 – Statement of Work, the AQMD will flag the project. AQMD will take appropriate action to ensure the contracted emissions reductions are realized, which may include, but are not

limited to, recapturing funds in an amount proportional to the unrealized emissions reductions or extending the project life.

19. FUNDS FROM OTHER SOURCES

A. In signing this Contract, CONTRACTOR certifies that it has disclosed all other public funds that it applied for or received for the project described in the Statement of Work. CONTRACTOR understands that failure to disclose shall, at a minimum, result in disqualification from receiving funding for that project, the recapture of funds, and may result in CONTRACTOR being banned from submitting future applications to any and all Carl Moyer Program solicitations.

B. CONTRACTOR is prohibited from applying for or receiving other public funds for the same project described in the Statement of Work, except CONTRACTOR may apply for and receive additional funding for the same project from federal programs to reduce greenhouse gas emissions (GHG) or funding provided by the Alternative and Renewable Fuel and Vehicle Technology Program to reduce GHG. Such funding is subject to the disclosure requirements of Clause 19.A.

C. The total amount of public funds received by CONTRACTOR for the same project during the term of this Contract must not exceed eighty-five (85) percent of the project cost. If the total amount of public funds exceeds eighty-five percent, CONTRACTOR shall return sufficient amounts to AQMD to decrease the total amount of public funds funding the same project to eighty-five percent.

20. PAYMENT

A. AQMD will reimburse CONTRACTOR an amount not-to-exceed Four Million Three Hundred Ninety Four Thousand Six Hundred Ninety Four Dollars ($4,394,694) in accordance with Attachment 2, Payment Schedule, attached here and incorporated herein by reference.

Payment may be made directly to the dealer or distributor upon submission of an itemized invoice from the CONTRACTOR requesting that such direct payment be made. If the purchase is being financed, CONTRACTOR may choose to have the payment sent directly to the financing company, or provide AQMD with proof of payment to the financing company in order for CONTRACTOR to be reimbursed. Payments made under this Contract must be used to reduce the principal owed for the Equipment.

B. Before any payment can be made, CONTRACTOR must submit itemized invoices from the engine supplier for repowers or paid invoices from the vehicle owner for replacement vehicles, and the Post-Inspection pursuant to Clause 13.B. must indicate that the project is operational. The itemized invoices must include enough detail to ensure that only eligible project costs are paid, in accordance with the CMP Guidelines. 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.

C. Payment under this Contract is contingent upon receipt of funds from CARB.

D. AQMD may de-obligate from the Contract funds that remain unexpended as required for in the Contract upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR to initial here acknowledging consent to de-obligation of non-expended funding. _____

21. SECURITY INTEREST - CONTRACTOR hereby grants AQMD a security interest in any and all equipment, including vehicles and marine vessels, purchased in whole or in part with funding provided by AQMD pursuant to this Contract. CONTRACTOR acknowledges and agrees that AQMD shall have

all lien rights as a secured creditor on any and all equipment and/or vehicles purchased in whole or in part by the CONTRACTOR, under this Contract or any amendments thereto. The AQMD shall have lien rights in effect until the CONTRACTOR satisfies all terms under the Contract, including but not limited to, the use and reporting requirements. **Accordingly, CONTRACTOR further agrees that AQMD is authorized to file a UCC filing statement or similar security instrument to secure its interests in the equipment and/or vehicles that are the subject of the Contract.** In the event CONTRACTOR files for bankruptcy protection, CONTRACTOR shall notify AQMD within 10 business days of such filing.

22. MOBILE SOURCE EMISSION REDUCTION CREDITS - No emission reductions generated by Carl Moyer Program-funded projects may be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity. All validated emission reductions shall be applied toward the State Implementation Plan (SIP) attainment demonstration. All emission reductions generated from the expenditure of Carl Moyer funds may not be converted into tradable credits, and shall be used for the sole purpose of meeting the attainment schedule contained in the applicable SIP.

23. 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.

24. 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: County of Los Angeles
4700 Ramona Blvd.
Monterey Park, CA 91745
Attn: Richard Teebay, Fleet and Transportation Specialist

25. 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 if so payable to such employees.
    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.

26. 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."

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

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

35. 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.

36. 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.

37. APPROVAL OF SUBCONTRACTS
    A. If CONTRACTOR intends to subcontract all or a portion of the work under this Contract, then CONTRACTOR must first obtain written approval from AQMD'S Executive Officer or designee prior to subcontracting any work. Any material changes to the subcontract(s) that affect the scope of work, deliverable schedule, and/or cost schedule shall also require the prior written approval of the Executive Officer or designee. No subcontract charges will be reimbursed unless the required approvals have been obtained.
    B. The sole purpose of AQMD'S review is to ensure that AQMD'S rights have not been diminished in the subcontractor agreement. AQMD will 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.

38. 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.

39. ENTIRE CONTRACT - This Contract represents the entire agreement between CONTRACTOR and AQMD. 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 authorized representative of the party against whom enforcement of such waiver, alteration, or modification is sought.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

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: _____

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

Date: JUN 12 2012

ATTEST:
Sachi A. Hamai, Executive Officer-
Clerk of the Board of Supervisors

By: Lachelle Smitherman
DEPUTY JUN 12 2012

APPROVED AS TO FORM:
John F. Krattli, Acting County Counsel

By: _____

//Moyer Template
Last Updated: 07 December 2011

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Lachelle Smitherman
Deputy
JUN 12 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

61 JUN 12 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

77774

ATTACHMENT 1

STATEMENT OF WORK
COUNTY OF LOS ANGELES
FY 2010-11 CARL MOYER PROGRAM
CARL MOYER FUND (32) INTEREST, PROP. 40 INTEREST, SB1107 & SB1107 INTEREST

The purpose of this contract is to reduce emissions from twenty-four (24) Prisoner Transport Buses, which are classified as emergency vehicles per California Vehicle Code Section 165, by replacing them with 24 New Prisoner Transport Buses that are equipped with 2010-emissions compliant non-Family Emission Limit (FEL) Diesel engines certified at 0.20 g/bhp-hr NOx and 0.01 g/bhp-hr PM . Project emissions reductions were calculated using a fourteen 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 for post-inspection in accordance with the Inspections Clause of this Contract.

Task 2: Procurement of Vehicles

2.1 CONTRACTOR shall provide documentation of procurement of twenty-four (24) Prisoner Transport Buses with engines that meet the above emission standards. This documentation shall include, at a minimum, identification of vehicle manufacturer; price of the vehicle including any taxes, delivery fees and other costs; identification of the vehicle make, model, model year and fuel type. The documentation shall be submitted to AQMD at the time of invoice submittal.

2.2 If CONTRACTOR determines that it will be unable to procure all twenty-four Prisoner Transport Buses described above, CONTRACTOR shall inform AQMD as soon as possible so that AQMD may re-adjust the grant award according to the number of buses CONTRACTOR is able to procure.

Task 3: Operation of Vehicles

3.1 CONTRACTOR shall place the Prisoner Transport Buses that meet above mentioned emission standards 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 the Prisoner Transport Buses for a minimum of fourteen years within the geographical boundaries of the South Coast Air Quality Management District and at least 75% of the annual fuel usage of the vehicle within the geographical boundaries of the South Coast Air Quality Management District. CONTRACTOR agrees to make operational information for the vehicles 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 outlined in Table 1.

Table 1

Vehicle Replacing Unit#	Annual Fuel Usage (gallons)	Estimated Annual NOx Emission Reductions (tons/year)	Estimated Annual PM Emission Reductions (tons/year)
31427	6138	0.5971	0.0396
34145	5901	0.5740	0.0380
31435	5705	0.5549	0.0368
31428	5333	0.5188	0.0344
30522	5214	0.5071	0.0336
34190	5066	0.4928	0.0327
34178	4635	0.4508	0.0299
34188	4622	0.4495	0.0298
34186	4500	0.4377	0.0290
31432	4440	0.4318	0.0286
30519	4383	0.4263	0.0283
31438	4257	0.4140	0.0274
30516	4252	0.4136	0.0274
34189	4003	0.3893	0.0258
34182	3974	0.3865	0.0256
30524	3967	0.3859	0.0256
31437	3945	0.3837	0.0254
31439	3829	0.3725	0.0247
34146	3580	0.3482	0.0231

34147	3228	0.3139	0.0208
31434	3009	0.2926	0.0194
31426	2782	0.2706	0.0179
57837	2689	0.2616	0.0173
57836	2678	0.2605	0.0173

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.

Task 4: Destruction of Existing Vehicles

4.1 CONTRACTOR will deliver vehicles that have been replaced, driven under their own power, to an AQMD-approved DMV-licensed Dismantler. Delivery of old vehicle shall be made prior to or upon receipt of the new fully operational replacement vehicle.

4.2 CONTRACTOR shall not use any of the funding under this contract to cover costs associated with the dismantling of the old vehicles.

4.3 CONTRACTOR shall ensure that the engines/vehicles delivered to the Dismantler are destroyed within 60 days of receipt.

4.4 Dismantler shall cut the frame rails of the old vehicle to ensure that the vehicle will not be used again. Dismantler shall file a "Non-Repairable Vehicle Certificate" with DMV using an "Application for Salvage Certification or Non-Repairable Vehicle Certification".

4.5 Dismantler shall take the following photographs and provide to the air district within 10 business days of destroying the vehicle:

(1) Vehicle from left side
(2) Vehicle from right side
(3) Vehicle from front
(4) Vehicle from back
(5) VIN Tag – inside vehicle or on frame rail.
(6) License Plate.
(7) Odometer Reading
(8) Cut in frame rails
(9) Engine – left side.
(10) Engine – right side.
(11) Engine Serial Number – either tag or stamp on block.
(12) Hole in engine block (at least 3 inches wide)

Task 5: Reporting

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

ATTACHMENT 1A

PROJECT MILESTONES
COUNTY OF LOS ANGELES
FY 2010-11 CARL MOYER PROGRAM
CARL MOYER FUND (32) INTEREST, PROP. 40 INTEREST, SB1107 & SB1107 INTEREST

Milestone	Due Date
Vehicle Delivery & Acceptance	
Units 1 – 8	June 20, 2013
Units 9 – 24	June 20, 2016
Invoices Due No Later Than	
Units 1 – 8	June 20, 2013
Units 9 – 24	June 20, 2016
Quarterly Progress Reports Due	July 15, 2012 October 15, 2012 January 15, 2013 April 15, 2013 July 15, 2013 October 15, 2013 January 15, 2014 April 15, 2014 July 15, 2014 October 15, 2014 January 15, 2015 April 15, 2015 July 15, 2015 October 15, 2015 January 15, 2016 April 15, 2016 July 15, 2016
Annual Project Progress Reports	June 20, 2017 thru June 20, 2021
Biennial Project Progress Reports	June 20, 2023 and June 20, 2025
Final Report	June 20, 2027

ATTACHMENT 1B

DELIVERABLES
COUNTY OF LOS ANGELES
FY 2010-11 CARL MOYER PROGRAM
CARL MOYER FUND (32) INTEREST, PROP. 40 INTEREST, SB1107 & SB1107 INTEREST

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 each 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 hours, mileage and fuel consumed per vehicle in service during the reporting period.
      - Amount of fuel purchased during the reporting period to fuel vehicles subject to this contract.
      - Discussion of vehicle performance, including operational performance and repairs and maintenance performed.

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:
      - The vehicle or vehicles funded by the Carl Moyer Program.
      - The fueling site used by the vehicles.
   c. A description of the operation of the vehicles, including:
      - Accumulated hours of operation per vehicle in service during the reporting period, and the percentage of the total annual accumulated hours operated within the AQMD boundaries.
      - Amount of fuel purchased during the reporting period.
      - Discussion of vehicle performance, including operational performance and repairs and maintenance performed.
   d. Problems - a discussion of significant problems encountered during the year and how they were resolved.

ATTACHMENT 2

PAYMENT SCHEDULE
COUNTY OF LOS ANGELES
FY 2010-11 CARL MOYER PROGRAM
CARL MOYER FUND (32) INTEREST, PROP. 40 INTEREST, SB1107 & SB1107 INTEREST

CONTRACTOR shall be reimbursed up to 80% of the eligible costs for up to 24 New Prisoner Transport Buses that are equipped with 2010-emissions compliant non-Family Emission Limit (FEL) Diesel engines certified at 0.20 g/bhp-hr NOx and 0.01 g/bhp-hr PM, not exceeding the total contract amount of $4,394,694. For each vehicle, AQMD payment shall not exceed 80% of the eligible costs of each vehicle, not exceeding the amounts identified in Table 2 below. CONTRACTOR will be reimbursed after completing and passing a post-inspection and after submitting all the required documents for payment, including invoices, proof of payment, and a written report documenting delivery, acceptance and placement into service.

Table 2

Vehicle Replacing Unit#	Completion Deadline	Source of Funding	Maximum Cost per Engine to be Reimbursed by AQMD Carl Moyer Program
31427	June 20, 2013	Carl Moyer Program Fund (32) - Interest, SB1107, SB1107 Interest, Proposition 40 Interest	$264,138.64
34145			$253,918.22
31435			$245,483.69
31428			$229,496.80
30522			$224,354.32
34190			$218,006.90
34178			$199,438.01
34188			$198,878.58
34186	June 20, 2016		$193,650.03
31432			$191,046.51
30519			$188,593.61
31438			$183,171.41
30516			$182,977.76
34189			$172,240.94
34182			$170,992.98
30524			$170,713.26
31437			$169,745.01
31439			$164,774.66
34146			$154,059.36
34147			$138,890.10
31434			$129,465.80
31426			$119,697.23
57837			$115,716.65
57836			$115,243.28
Total contract not-to-exceed			**$4,394,694**

ATTACHMENT "B"

Grant Management Statement

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding $100,000

Department: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Grant Project Title and Description: South Coast Air Quality Management District/Carl Moyer Program

The purpose of this grant is to accept $4,394,694 in grant funding from the South Coast Air Quality Management District (SCAQMD) through the Carl Moyer Program to partially fund the accelerated replacement of 24 buses, and to authorize the County Purchasing Agent to proceed with the solicitation and procurement of these capital assets with a cost of more than $250,000.

Funding Agency: South Coast Air Quality Management District/Carl Moyer Program	Program (Fed. Grant # /State Bill or Code #) Contract No. 12173	Grant Acceptance Deadline 30 days from Board approval

Total Amount of Grant Funding: $4,394,694 **County Match:** 0
Grant Period: Board approval **Begin Date:** Board approval **End Date:** 06/20/2016
Number of Personnel Hired Under This Grant: 0 **Full Time:** 0 **Part Time:** 0

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program? Yes __ No N/A

Will all personnel hired for this program be placed on temporary ("N") items? Yes __ No N/A

Is the County obligated to continue this program after the grant expires? Yes __ No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services Yes __ No X

b). Identify other revenue sources Yes __ No X
(Describe)_____

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes __ No X

Impact of additional personnel on existing space: None

Other requirements not mentioned above: Reporting of mileage and fuel consumption records are required by SCAQMD annually through 2027.

Department Head Signature Lee Baca **Date** 5/25/12