



TOM TINDALL
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County of Los Angeles
INTERNAL SERVICES DEPARTMENT

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"To enrich lives through effective and caring service"

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March 05, 2013

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 March 5, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**ELECTRIC VEHICLE CHARGING INFRASTRUCTURE:
AUTHORIZE ACCEPTANCE OF A MEMORANDUM OF AGREEMENT WITH
SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT TO RECEIVE
GRANT FUNDS FROM THE CALIFORNIA ENERGY COMMISSION
AND A GRANT AWARD FROM THE MOBILE SOURCE AIR POLLUTION
REDUCTION REVIEW COMMITTEE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Request Board approval to authorize the Director of the Internal Services Department (ISD) to execute a Memorandum of Agreement (MOA) with the South Coast Air Quality Management District (AQMD) to receive grant funding of \$120,000, and a Grant Agreement with the Mobile Source Air Pollution Reduction Review Committee (MSRC) to accept grant funding of \$192,333, to partially fund the purchase and installation of 93 electric vehicle charging devices at various County facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and delegate authority to the Director of ISD to negotiate and execute the attached sample MOA with the AQMD (Attachment A) and accept grant funding of approximately \$120,000 from the California Energy Commission (CEC) to provide partial funding for the purchase and installation of electric vehicle charging devices at various County facilities.
2. Approve and delegate authority to the Director of ISD to negotiate and execute a Grant Agreement similar to attached sample agreement (Attachment B) with the MSRC, and accept approximately \$192,333 to provide partial funding for the purchase and installation of electrical vehicle charging devices at various County facilities.

3. Delegate authority to the Director of ISD to execute all amendments, modifications and extensions or terminate the MOA and Grant Award Agreement as necessary.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to provide ISD with the authority to accept grant funding of \$120,000 from the CEC/AQMD and \$192,333 from the MSRC to partially fund the purchase and installation of a total of 93 electric vehicle charging devices at various County sites. The remainder of the funding for this initiative, consisting of \$72,354 in required County matching funds for the MSRC grant, will be provided by participating County departments. Implementation of electric vehicle charging devices may assist compliance with AQMD's requirement to reduce pollution from vehicle emissions.

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 improving air quality through reduction of vehicle emission pollutants.

FISCAL IMPACT/FINANCING

This initiative will require a total of \$384,687 for the purchase and installation of 93 electric vehicle charging devices. This cost will be funded from three sources: \$192,333 from the MSRC grant; \$120,000 from the CEC/AQMD grant; and an estimated \$72,354 from participating departments' operating budgets, or an average of \$778 in County funding per electric vehicle charging device.

ISD anticipates receipt of the \$192,333 MSRC grant award in March 2013. This grant requires matching funds, which will be provided by the \$120,000 CEC/AQMD grant, and by participating departments' contributions totaling \$72,354 as indicated above.

This action will not increase net County cost. ISD has sufficient appropriation in its Fiscal Year 2012-13 operating budget to accomplish this program. ISD will bill participating departments for installation costs that are not paid by grant funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2010, EV Ready SoCal was formed by the collaborative efforts of ISD and the City of Los Angeles' Department of Water and Power to develop an application to the CEC requesting \$3.2 million to update/upgrade approximately 1,200 electric vehicle chargers throughout Southern California, spanning six counties and 23 agencies as a single, collaborative SoCal EV region. The CEC ultimately awarded \$840,000 for the upgrade of approximately 315 electric vehicle charging devices. The AQMD is now administering the CEC award, and requires an MOA with each participating agency. The County will receive \$120,000 to upgrade 48 Level 2 (220 volt) electric vehicle charging devices at inactive former County charging sites.

Cost estimates assume limited infrastructure changes for electric vehicle charging device installation. Should extensive construction be required for facility infrastructure, the proprietor department would be responsible for the additional costs. As required by the CEC/AQMD grant, electric vehicle charging devices will include the ability to collect usage data.

The MOA with South Coast AQMD is effective upon execution by both parties and terminates on December 15, 2014. Pursuant to the MOA, all 48 electric vehicle charging devices must be purchased, delivered, and installed prior to July 31, 2013.

The Grant Agreement with the MSRC is effective upon execution by both parties and terminates December 15, 2014. The final grant award and agreement are expected in March 2013, and will require that all electric vehicle charging devices be purchased, delivered, and installed by March 31, 2014.

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 for your review prior to the departments carrying out the activities covered under the Grant Award Agreement. Accordingly, the Grant Management Statement for the \$120,000 MOA with AQMD for the purchase and installation of 48 electric vehicle charging devices is enclosed (Attachment C). The Grant Management Statement for the \$192,333 Grant Award from MSRC for the purchase and installation of approximately 93 electric vehicle charging devices (48 of which are also partially funded by the CEC/AQMD grant) is enclosed (Attachment D).

This Board Letter has been reviewed, and both the Memorandum of Agreement (Attachment A) and the sample Grant Award Agreement (Attachment B) have been approved as to form, by County Counsel and CEO Risk Management.

ENVIRONMENTAL DOCUMENTATION

These projects are categorically exempt from the provisions of CEQA pursuant to Section 15301(a), (d), and (f) of CEQA guidelines.

CONTRACTING PROCESS

The electric vehicle charging devices are a commodity purchase under the statutory authority of the County Purchasing Agent. Through a competitive solicitation process, ISD has established a Purchasing Agreement for electric vehicle charging devices infrastructure needs and has made the agreement available to other agencies throughout the State.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

These recommended actions are consistent with the Board's environmental stewardship and clean fuels initiatives by providing employees and the public with greater accessibility to electric vehicle charging stations at County locations.

CONCLUSION

Upon Board approval, please return three original adopted letters to the Department.

The Honorable Board of Supervisors

3/5/2013

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Respectfully submitted,

A handwritten signature in cursive script that reads "Tom Tindall".

TOM TINDALL

Director

TT:JS:MN:lc

Enclosures

c: Executive Officer, Board of Supervisors
Chief Executive Officer
County Counsel
ISD Board Deputies

ATTACHMENT A



**MEMORANDUM OF AGREEMENT
TO IMPLEMENT LEVEL 2 AND DC FAST CHARGING
ELECTRICAL VEHICLE SUPPLY EQUIPMENT
SOCAL EV READY PROGRAM**

This Memorandum of Agreement (hereinafter called "Agreement") is made by and between the South Coast Air Quality Management District (referred to here as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, USA, and the County of Los Angeles (referred to here as "COUNTY") whose address is 1100 N. Eastern Avenue, Los Angeles, CA 90063.

I. RECITALS

1. The Southern California Electric Vehicle ("SoCalEV") Regional Collaborative received a grant from the California Energy Commission ("CEC") for the installation of electric vehicle ("EV") charging infrastructure in Southern California, and the AQMD is administering the grant on behalf of the Collaborative.
2. The purpose of this Agreement is for AQMD to provide COUNTY with funding towards additional Level 2 or DC fast charging Electrical Vehicle Supply Equipment ("EVSE") and for COUNTY to provide AQMD with assistance in collecting information regarding EVSE usage, as described below.

II. TERMS AND CONDITIONS

1. The Recitals to this Agreement, above, are hereby incorporated herein and made a part hereof.
2. This Agreement shall be in full force and effect when signed by all the parties and shall remain in effect until December 15, 2014.
3. This Agreement may be terminated in whole or in part by either party with thirty (30) days' written notice. If COUNTY terminates the Agreement, COUNTY shall reimburse AQMD in the amounts already paid by AQMD under this MOA and AQMD shall not be responsible for the cost of removing the EVSE.
4. COUNTY shall select the EVSE to be installed from vendors listed on AQMD's SoCalEV webpage at http://www.aqmd.gov/tao/Demonstration/ElectricHybrid/SoCalEV_Ready_Program.htm. AQMD shall pay up to Two Thousand Five Hundred Dollars (\$2,500) per EVSE towards hardware and/or installation costs. The remaining costs shall be the responsibility of the COUNTY. COUNTY may opt to have the EVSE installation performed by its own workers or by outside vendors.
5. COUNTY shall select hardware capable of data collection for each EVSE at each location, including charging use, electricity use, operating costs, and electricity rates including time of use rates. COUNTY has the option of installing hardware and/or software for revenue recovery. Data collection does not need to be revenue grade.
6. COUNTY shall assist AQMD in administering a survey, developed by AQMD and SoCalEV Regional Collaborative members, of selected EVSE users on vehicle use patterns, charging frequency and profiles, and real world electric vehicle range. COUNTY shall also provide a brief summary of lessons learned on the most effective locations to install EVSEs, optimum use of fast

charging stations (if applicable), economic and vehicle range tradeoffs between charger availability and onboard battery capacity, changes in vehicle driver behavior, and additional support programs needed to promote EVs. These are all deliverables requested by CEC under the grant.

7. If COUNTY fails to install all the EVSEs allocated to it under this Program by July 31, 2013, COUNTY's remaining allocation of EVSEs may be assigned to other SoCalEV Regional Collaborative members who can install the EVSE by January 31, 2014.
8. To the fullest extent permitted by law, the parties agree to hold harmless, indemnify, and defend each other, their respective officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, claims, suits, actions, cost, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged or threatened, attorney fees, court costs and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other.
9. Neither AQMD nor COUNTY shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, 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 COUNTY.
10. All notices to be given under this Agreement shall be in writing and either sent by a nationally recognized overnight courier service, in which case notice shall be deemed delivered as of the date shown on the courier's delivery receipt; or sent by telecopy during business hours of the recipient, with a copy of the notice also deposited in the United States mail (postage prepaid) the same business day, in which case notice shall be deemed delivered on transmittal by telecopier provided that a transmission report is generated reflecting the accurate transmission of the notices, or sent by United States mail, postage prepaid, in which case notice shall be deemed delivered as of two business days after deposit in the mail, addressed as follows:

South Coast Air Quality Management District
Technology Advancement Office
21865 Copley Drive Diamond Bar, CA 91765
Attn: Patricia Kwon

County of Los Angeles
1100 N. Eastern Avenue
Los Angeles, CA 90063
Attn:

11. This Agreement is executed in duplicate. Each signed copy shall have the force and effect of an original.
12. This Agreement 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 Agreement shall be Los Angeles County, California, USA.

This Memorandum of Agreement has been entered into by all the parties and executed on their behalf by their authorized representatives:

SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT

Barry R. Wallerstein, D.Env.
Executive Officer
South Coast Air Quality Management District

Date

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

APPROVED AS TO FORM:
John Krattli, County Counsel

By: _____ By: _____

COUNTY OF LOS ANGELES

Tom Tindall
Director, Internal Services Department
COUNTY OF LOS ANGELES

Date

ATTACHMENT B



LOCAL GOVERNMENT MATCH PROGRAM CONTRACT

1. PARTIES - The parties to this Contract are the South Coast Air Quality Management District (hereinafter referred to as "AQMD") whose address is 21865 Copley Drive, Diamond Bar, California 91765-4178, and the *** (hereinafter referred to as "CONTRACTOR") whose address is ***.
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 (State). AQMD is authorized under State Health & Safety Code Section 44225 (Assembly Bill (AB) 2766) to levy a fee on motor vehicles for the purpose of reducing air pollution from such vehicles and to implement the California Clean Air Act.
 - B. Under AB 2766 the AQMD'S Governing Board has authorized the imposition of the statutorily set motor vehicle fee. By taking such action the State's Department of Motor Vehicles (DMV) is required to collect such fee and remit it periodically to AQMD.
 - C. AB 2766 further mandates that thirty (30) percent of such vehicle registration fees be placed by AQMD into a separate account for the sole purpose of implementing and monitoring programs to reduce air pollution from motor vehicles.
 - D. AB 2766 creates a regional Mobile Source Air Pollution Reduction Review Committee (MSRC) to develop a work program to fund projects from the separate account. Pursuant to approval of the work program by AQMD'S Governing Board, AQMD Board authorized a contract with CONTRACTOR for services described in Attachment 1 - Statement of Work, expressly incorporated herein by this reference and made a part hereof of this Contract.
 - E. CONTRACTOR has met the requirements for receipt of AB 2766 Discretionary Funds as set forth in CONTRACTOR'S Local Government Match Program Application dated ***.
3. DMV FEES - CONTRACTOR acknowledges that AQMD cannot guarantee the amount of fees to be collected under AB 2766 will be sufficient to fund this Contract. CONTRACTOR further acknowledges that AQMD'S receipt of funds is contingent on the timely remittance by State's DMV. AQMD assumes no responsibility for the collection and remittance of motor vehicle registration fees by DMV to AQMD in a timely manner.
4. AUDIT - Additionally, CONTRACTOR shall, at least once every two years, or within two years of the termination of the Contract if the term is less than two years, be subject to an audit by AQMD or its authorized representative to determine if the revenues received by CONTRACTOR were spent for the reduction of pollution from Motor Vehicles pursuant to the Clean Air Act of 1988. AQMD shall coordinate such audit through CONTRACTOR'S audit staff. If an amount is found to be inappropriately expended, AQMD may withhold revenue from CONTRACTOR in the amount equal to the amount which was inappropriately expended. Such withholding shall not be construed as AQMD'S sole remedy and shall not relieve CONTRACTOR of its obligation to perform under the terms of this Contract.

5. REPORTING - CONTRACTOR shall submit reports to AQMD as outlined in Attachment 1 - Statement of Work. AQMD reserves the right to review, comment, and request changes to any report produced as a result of this Contract.
6. TERM - The term of this Contract is *** months from the date of execution by both parties, unless terminated earlier as provided for in Clause 7 below entitled Termination, extended by amendment of this Contract in writing, or unless all work is completed and a final report is submitted and approved by AQMD prior to the termination date. No work shall commence prior to the Contract start date, except at CONTRACTOR'S cost and risk, and no charges are authorized until this Contract is fully executed. Upon written request and with adequate justification from CONTRACTOR, the MSRC Contracts Administrator may extend the Contract up to an additional twelve months at no additional cost. Term extensions greater than twelve months must be reviewed and approved by the MSRC.
7. TERMINATION
 - A. In the event any party fails to comply with any term or condition of this Contract, or fails to provide services 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 breach of this Contract. The non-breaching party shall notify the breaching party that it must cure this breach or provide written notification of its intention to terminate this contract. Notification shall be provided in the manner set forth in Clause 16. The non-breaching party reserves all rights under law and equity to enforce this contract and recover damages.
 - B. AQMD reserves the right to terminate this Contract, in whole or in part, without cause, upon thirty (30) days' written notice. Once such notice has been given, CONTRACTOR shall, except as and to the extent or directed otherwise 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 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.
 - C. CONTRACTOR shall be paid in accordance with this Contract for all Work performed before the effective date of termination under Clause 7.B. Before expiration of the thirty (30) days' written notice, CONTRACTOR shall promptly deliver to AQMD all copies of documents 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.
8. EARLY TERMINATION – This Contract may be terminated early due to any of the following circumstances:
 - A. The vehicles or equipment become inoperable through mechanical failure of components or systems directly related to the alternative fuel technology being utilized and such failure is not caused by CONTRACTOR'S negligence, misuse, or malfeasance.
 - B. The fueling station becomes inoperable, and is either not technically able to be repaired, or is too costly to repair, and such failure is not caused by CONTRACTOR's negligence, misuse, or malfeasance.
9. INSURANCE – (SELF 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.

10. INSURANCE (ALTERNATIVE 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 91765-4178. **The AQMD Contract Number must be included on the face of the certificate.**
- F. CONTRACTOR must provide updates on the insurance coverage throughout the term of the Contract to ensure that there is no break in coverage during the period of contract performance. Failure to provide evidence of current coverage shall be grounds for termination for breach of Contract.

11. INDEMNIFICATION – CONTRACTOR agrees to hold harmless, defend and indemnify AQMD, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, costs, lawsuits, claims, demands, causes of action judgments, attorney's fees, or any other expenses arising from

or related to any third party claim against AQMD, its officers, employees, agents, representatives, or successors in interest that arise or result in whole or in part, from any actual or alleged act or omission of CONTRACTOR, its employees, subcontractors, agents or representatives in the performance of this Contract.

12. PAYMENT

- A. AQMD shall pay CONTRACTOR a Firm Fixed Price of *** Dollars (\$***) upon completion of the project on a reimbursement basis. Any funds not expended upon early contract termination or contract completion shall revert to the AB 2766 Discretionary Fund. Payment of charges shall be made by AQMD to CONTRACTOR within thirty (30) days after approval by AQMD of an itemized invoice prepared and furnished by CONTRACTOR.
- B. An invoice submitted to AQMD for payment 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
 - 21865 Copley Drive
 - Diamond Bar, CA 91765-4178
 - Attn: Cynthia Ravenstein, MSRC Contract Administrator
- C. No funds shall be paid out to CONTRACTOR pursuant to this Contract, until the project described in Attachments 1 and 2 is completed and proof of completion is provided to AQMD. If the project described in Attachments 1 and 2 is not completed and satisfactory proof of completion is not provided to AQMD, no monies shall be due and payable to CONTRACTOR. Proof of completion shall include a Final Report detailing the project goals and accomplishments.
- D. Additional AB 2766 Discretionary Match Funds will not be available to fund project cost overruns. Any project cost overruns must be funded from other than AB 2766 Discretionary Funds.
- E. The Firm Fixed Price amount of this Contract shall not exceed the total AB 2766 Funds applied to the project described in Attachments 1, 2, and 3 of this Contract.
- F. If, at the completion of the Project described in Attachment 1, the vehicle expenditures and/or infrastructure expenditures are less than the Total Cost amount(s) contained in Attachment 2, the actual amount of AB 2766 Discretionary Funds reimbursed to CONTRACTOR shall be adjusted on a prorated basis as described in Attachment 2.
- G. CONTRACTOR must submit final invoice no later than ninety (90) days after the termination date of this Contract or invoice may not be paid.
- H. An amount equal to ten percent (10%) shall be withheld from each invoice paid. Upon satisfactory completion and final acceptance of work and the final report by AQMD, CONTRACTOR'S invoice for the 10% withheld will be released. [OPTIONAL]

13. MOBILE SOURCE EMISSION REDUCTION CREDITS (MSERCs)

- A. The MSRC has adopted a policy that no MSERCs resulting from AB 2766 Discretionary Funds may be generated and/or sold.
- B. CONTRACTOR has the opportunity to generate MSERCs as a by-product of the project if a portion of the air quality benefits attributable to the project resulted from other funding sources. These MSERCs, which are issued by AQMD, are based upon the quantified vehicle miles traveled (VMT) by project vehicles or other activity data as appropriate. Therefore, a portion of prospective MSERCs, generated as a result of

AB 2766 Funds, must be retired. The portion of prospective credits funded by the AB 2766 program, and which are subject to retirement, shall be referred to as "AB 2766-MSERCs."

- C. The determination of AB 2766-MSERC's is to be prorated based upon the AB 2766 program's contribution to the cost associated with the air quality benefits. In the case where AB 2766 Discretionary Funds are used to pay for the full differential cost of a new alternative fuel vehicle or for the retrofitting or repowering of an existing vehicle, all MSERCs attributable to AB 2766 Discretionary Funds must be retired. The determination of AB 2766-MSERCs for infrastructure and other ancillary items is to be prorated based upon the AB 2766 program's contribution to the associated air quality benefits. Determination of the project's overall cost will be on a case-by-case basis at the time an MSERC application is submitted. AQMD staff, at the time an MSERC application is submitted, will calculate total MSERCs and retire the AB 2766-MSERCs. CONTRACTOR would then receive the balance of the MSERCs not associated with AB 2766 funding.

14. DISPLAY OF MSRC LOGO - **[USE FOR VEHICLE PROJECTS AND INFRASTRUCTURE PROJECTS]**

CONTRACTOR agrees to permanently display one MSRC decal in a prominent location on each vehicle purchased pursuant to this Contract. CONTRACTOR also agrees to permanently display one MSRC decal in a prominent location on each fueling or charging station constructed or upgraded pursuant to this Contract. Decals will be provided by MSRC upon notification that subject fueling station equipment and/or vehicles are placed into service. Decals are approximately twelve (12) inches in height and eighteen (18) inches in width (Note: a smaller decal may be provided if CONTRACTOR demonstrates that application of the standard decal is not feasible). CONTRACTOR shall maintain decal for life of vehicle or equipment subject to this Contract. Should any decal become damaged, faded, or otherwise unreadable, CONTRACTOR shall request replacement decal from MSRC and apply new decal in the same or other prominent location. MSRC shall not be responsible for damage to paint or other vehicle surfaces arising from application or removal of decals. In addition, all promotional materials related to the project, including, but not limited to, press kits, brochures and signs shall include the MSRC logo. Press releases shall acknowledge MSRC financial support for the project.

15. REFUELING STATION OPERATIONAL AVAILABILITY - **[USE FOR PROJECTS WITH INFRASTRUCTURE]** CONTRACTOR is obligated to comply with the alternative-fuel refueling infrastructure Operational Availability requirements set forth as follows: **[NOTE: ONLY SELECT ONE BELOW-FAST FILL OR TIME-FILL]**

- A. CONTRACTOR commits to ensuring fast-fill refueling stations remain operational and accessible to public and/or fleets for a period of no less than five (5) years from the date the station begins dispensing fuel in either its initial or expanded capacity. Should CONTRACTOR desire to deviate from this obligation, for reasons other than those stated in **Clause 8.B**, above, CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided for fueling facilities as indicated in the table below:

5 year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	80%
Between Years 2-3	60%
Between Years 3-4	40%
Between Years 4-5	20%
After Year 5	0%

- B. CONTRACTOR commits to ensuring time-fill, single dispenser, apparatus-type stations remain operational for a period of no less than three (3) years from the date the station begins dispensing fuel in either its initial or expanded capacity. Should CONTRACTOR desire to deviate from this obligation, for reasons other than those stated in Clause 8.B, above, CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided for fueling facilities as indicated in the table below:

3 year Operational Availability Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	66%
Between Years 2-3	33%
After Year 3	0%

- C. The appropriate reimbursable amount shall be paid to AQMD within sixty (60) days from the date the station ceases operation. CONTRACTOR shall not be responsible for any reimbursement to AQMD if the obligation is terminated as a result from one or more reasons set forth in Clause 8.B.
- D. The obligations of this section shall survive the expiration of the Contract and continue in full force and effect until the applicable operational availability period set forth above has been satisfied.

16. ACCRUAL OF MILEAGE WITHIN SOUTH COAST AIR QUALITY DISTRICT - [USE FOR VEHICLE PROJECTS ONLY - REMOVE FOR DIAGNOSTIC SYSTEM CONTRACTS] CONTRACTOR is obligated to comply with the geographical restriction requirements as follows:

- A. Each of the vehicles funded under this Contract must accrue at least 85% of its annual mileage or engine hours of operation within the geographical boundaries of the South Coast Air Quality Management District for a period of no less than five (5) years from the date the vehicle enters service (new vehicles) or returns to service (repowered vehicles). Should CONTRACTOR deviate from or fail to comply with this obligation, for reasons other than those stated in Clause 8.A., CONTRACTOR shall reimburse AQMD for a prorated share of the funds provided for the vehicle as indicated in the table below:

5 year Operations Obligation Termination Occurs	Percentage of MSRC Funds to be Reimbursed
Within Year 1	100%
Between Years 1-2	80%
Between Years 2-3	60%
Between Years 3-4	40%
Between Years 4-5	20%
After Year 5	0%

- B. The appropriate reimbursable amount shall be paid to AQMD within sixty (60) days from the date the vehicle ceases to operate in accordance with the geographical restriction. CONTRACTOR shall not be responsible for any reimbursement to AQMD if the obligation is terminated as a result from one or more reasons set forth in Clause 8.A.
- C. Should CONTRACTOR sell, lease, transfer, assign or otherwise divest itself of the vehicles during the five year period referred to in clause 15.A, notice shall be provided to AQMD no less than 30 days preceding the sale, lease, transfer, or assignment is effectuated. The agreement effectuating the sale, lease, transfer or assignment shall state that the AQMD is an intended third-party beneficiary of the

agreement and shall include the following requirement: the obligation to accrue mileage within the South Coast Air Quality Management District shall be a continuing obligation of the subsequent purchaser, lessee, transferee, successor in interest, heir or assign and shall remain in full force and effect until the expiration of the five year operation period. This obligation shall be passed down to any subsequent purchaser, lessee or transferee during this five year term and AQMD shall be an intended third-party beneficiary of any subsequent agreement. Upon receiving notice of any subsequent sale, lease, transfer, assignment or other divestiture, AQMD may elect to either require the reimbursement specified in **Clause 15.A and 15.B**, or require the subsequent purchaser, lessee, transferee or assignee to comply with the continuing obligation to operate the vehicle for a period of no less than five (5) years from the date the vehicle entered service (new vehicles) or re-service (re-powered vehicles). Notice of AQMD's election of remedies shall be provided to CONTRACTOR and any subsequent purchaser, lessee, transferee or assignee in a timely fashion.

17. 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. A notice shall be deemed received when delivered or three days after deposit in the U.S. Mail, postage prepaid, whichever is earlier.

AQMD: South Coast Air Quality Management District
21865 Copley Drive
Diamond Bar, CA 91765-4178
Attn: Cynthia Ravenstein, MSRC Contract Administrator

CONTRACTOR: ***

Attn: ***

18. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR warrants that it will employ no subcontractor without written approval from AQMD. 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 shall also pay all federal and state payroll taxes for its employees and shall maintain workers' compensation and liability insurance for each of its employees.
- C. CONTRACTOR, its officers, employees, agents, or representatives shall in no sense be considered employees or agents of AQMD, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by AQMD to its employees.
- D. CONTRACTOR warrants that it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further represents that in performance of this Contract, no person having any such interest shall be employed by CONTRACTOR or any subcontractor.

19. 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 handicap 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.
20. AQMD LIEN RIGHTS - CONTRACTOR hereby grants AQMD a security interest in any and all equipment or vehicles purchased in whole or in part by 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.
 21. COMPLIANCE WITH APPLICABLE LAWS - CONTRACTOR agrees to comply with all federal, state, and local laws, ordinances, codes and regulations and orders of public authorities in the performance of this Contract and to ensure that the provisions of this clause are included in all subcontracts.
 22. 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.
 23. NON-EFFECT OF WAIVER - CONTRACTOR'S or AQMD'S failure 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.
 24. ATTORNEYS' FEES - In the event any action (including arbitration) is filed in connection with the enforcement or interpretation of this Contract, each party in said action shall pay its own attorneys' fees and costs.
 25. 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.
 26. 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.

27. 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.
28. DUPLICATE EXECUTION - This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
29. 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 dispute shall be Los Angeles County, California.
30. PRECONTRACT COSTS - Any costs incurred by CONTRACTOR prior to CONTRACTOR receipt of a fully executed Contract shall be incurred solely at the risk of the CONTRACTOR. In the event that a formal Contract is not executed, neither the MSRC nor the AQMD shall be liable for any amounts expended in anticipation of a formal Contract. If a formal Contract does result, precontract cost expenditures authorized by the Contract will be reimbursed in accordance with the cost schedule and payment provision of the Contract.
31. PREVAILING WAGES – **[USE FOR PROJECTS WITH INFRASTRUCTURE]** CONTRACTOR is alerted to the prevailing wage requirements of California Labor Code section 1770 et seq. Copies of the prevailing rate of per diem wages are on file at the AQMD's headquarters, of which shall be made available to any interested party on request. Notwithstanding the preceding sentence, CONTRACTOR shall be responsible for determining the applicability of the provisions of California Labor Code and complying with the same, including, without limitation, obtaining from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, making the same available to any interested party upon request, paying any applicable prevailing rates, posting copies thereof at the job site and flowing all applicable prevailing wage rate requirements to its subcontractors. CONTRACTOR shall indemnify, defend and hold harmless the South Coast Air Quality Management District against any and all claims, demands, damages, defense costs or liabilities based on failure to adhere to the above referenced statutes.
32. CHANGE TERMS - Changes to any part of this Contract must be requested in writing by CONTRACTOR, submitted to AQMD and approved by MSRC in accordance with MSRC policies and procedures. CONTRACTOR must make such request a minimum of 90 days prior to desired effective date of change. All modifications to this Contract shall be in writing and signed by both parties.
33. ENTIRE CONTRACT - This Contract represents the entire agreement between the parties hereto related to CONTRACTOR providing services to AQMD and 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. The Statement of Work - Attachment 1, The Payment

Schedule - Attachment 2, and Supporting Documentation - Attachment 3, are incorporated by reference herein and made a part hereof.

34. AUTHORITY - The signator hereto represents and warrants that he or she is authorized and empowered and has the legal capacity to execute this Contract and to legally bind CONTRACTOR both in an operational and financial capacity and that the requirements and obligations under this Contract are legally enforceable and binding on CONTRACTOR.

[The Remainder of this Page is 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

By: _____
Name: _____
Title: _____

Date: _____

Date: _____

ATTEST:
Saundra McDaniel, Clerk of the Board

By: _____

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

By: _____

//MSRC06LocalGovtMatch
Updated 22 October 2008

ATTACHMENT C

ATTACHMENT D

Los Angeles County Chief Executive Office
Grant Management Statement for Grants \$100,000 or More

Department: Los Angeles County - Internal Services

Grant Project Title and Description

AB2766/MSRC Alt Fuel Infrastructure Program – Electric Vehicle Service Equipment (EVSE) Chargers

Funding Agency	Program (Fed. Grant #/State Bill or Code #)	Grant Acceptance Deadline
MSRC	PA2011-12 Alt Fuel Infrastructure	Upon Execution

Total Amount of Grant Funding: \$192,333

County Match: \$72,354

Grant Period: Approx. 3/2013 thru 12/15/2014 Begin Date: March 2013 End Date: Dec 15, 2014

Number of Personnel Hired Under This Grant: N/A 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 (describe below)

Yes ___ No X

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

Impact of additional personnel on existing space:

None- N/A

Other requirements not mentioned above:

-Fuel site (EVSE chargers) required to remain in original location for a minimum of 5 years

-MSRC requires reporting of usage for fuel sites (EVSE chargers)

Department Head Signature _____

Date: _____