

TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
CONTRA COSTA COUNTY PUBLIC WORKS
PROJECT NUMBER: 16EV017

This funding agreement “Agreement” is made and entered into between Contra Costa County, on behalf of its Public Works Department, (“Project Sponsor”) and the Bay Area Air Quality Management District (the “Air District” hereinafter referred to jointly as the “Parties”).

SECTION I

RECITALS

- 1) California Health and Safety Code Sections 44223 and 44225 authorize the Air District to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation projects that result in surplus emission reductions.
- 2) The Air District has established a grant fund, entitled the Transportation Fund for Clean Air (“TFCA”) to implement such projects.
- 3) California Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the plan(s) adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and are in effect as of the date of execution of this Agreement.
- 4) The Air District developed the *Clean Air Vehicle Program* to provide financial incentives to public and private entities to implement certain vehicle-based projects that reduce mobile source emissions. On May 6, 2015, the Air District Board of Directors authorized the allocation of \$13.32 million of new and prior-year TFCA funding for the *Clean Air Vehicle Program*.
- 5) Under the *Clean Air Vehicle Program*, the Air District developed the *Charge!* Program (“Program”), which provides financial incentives to install charging stations in order to accelerate the deployment of plug-in electric vehicles (PEVs) in the Bay Area.
- 6) The Air District released the September 2015 Program “Grant Funding Application Guidance for PEV Charging Station Projects” for Cycle 2 (“Guidance”), which sets forth the Program requirements.
- 7) The Air District selected Project Number 16EV017 (“Project”) as an eligible project to improve air quality in the San Francisco Bay Area Basin based on the Program’s Guidance, eligibility criteria, and the information provided in the Project Sponsor’s application.
- 8) The Project Sponsor affirms that the Project has not commenced, would not have otherwise commenced without Program funding, and will result in surplus emission reduction.
- 9) The Air District and Project Sponsor desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION II
PROJECT SPONSOR OBLIGATIONS

- 1) The Project Sponsor hereby agrees to implement the Project, which is described in the “Project Description” (Attachment B), in accordance with the cost, terms, and conditions prescribed in the “Project Specific Information” (Attachment A). Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto shall be deemed a breach of this Agreement and may result in termination of the Agreement or a reduction of the award.
- 2) The Project Sponsor shall complete the Project within the Total Project Cost (as set forth in Section 3 of Attachment A) and in accordance with Sections 4 and 5 of Attachment A. The Project Sponsor shall be solely responsible for all costs that exceed either the Total TFCA Funds Awarded or the Maximum Award per Charger specified in Section 6 of Attachment A.
- 3) The Project Sponsor shall contribute or expend its Matching Funds prior to submission of the Final Invoice. The Project Sponsor is responsible for assuring that the use of the Matching Funds does not conflict with any federal, state, or local requirements for their use.
- 4) Reserved.
- 5) Reserved.
- 6) Reserved.
- 7) The Project Sponsor shall allow the Air District or its authorized representatives to conduct performance and fiscal audits of the Project at all times during the Term of this Agreement. The Project Sponsor shall cooperate with such audits and shall make available to the Air District all records relating to Project performance and expenses incurred in the implementation of the Project.

The Project Sponsor shall allow the Air District or its authorized representatives to inspect the Project at all times during the Project Useful Life. The Project Sponsor shall cooperate with such inspections.

- 8) The Project Sponsor shall prepare and maintain all necessary Project Records to document Project activities and performance, including invoicing documentation set forth in Section 7 of Attachment A, documentation to support the Project reporting requirements set forth in Attachment C, and insurance documentation set forth in Attachment D (all of which comprise “Project Records”). Project Records shall also include documentation that verifies compliance with the requirements set forth in Section II.11 below. The Project Sponsor shall keep Project Records in one central location for a period of three (3) years after the later of a) the date of the Air District’s final payment, or b) the end of the Project Useful Life. The Project Sponsor shall submit the following reports to the Air District by the due dates specified in Attachment C:
 - a. Semi-annual Report(s),
 - b. Interim Status Report, and
 - c. Annual Reports.

These reports are public documents.

- 9) The Project Sponsor shall implement and operate the Project for the duration of the Project Useful Life. The Project Sponsor may not make any changes to the operational status of the Project without the prior approval of the Air District. Failure to obtain prior approval is a breach of this Agreement.

For purposes of this Agreement, a “change to the operational status” occurs whenever any portion of the Project is removed from active service, relocated to a different location, rendered inoperable, sold, or transferred to another entity, before full completion of the Project Useful Life.

If the Project Sponsor intends to make a change to the Project, the Project Sponsor may seek to modify this Agreement in advance, pursuant to Section IV.3.

- 10) Reserved.
- 11) The Project Sponsor shall acknowledge the Air District as a Project funding source at all times during the Project Useful Life. The Project Sponsor shall use, and require any third party that implements the Project to use, the Air District’s approved logo for the Project. The required documentation and materials are specified in Attachment C.
- 12) The Project Sponsor shall obtain and maintain throughout the Project Useful Life the insurance coverage specified in Attachment D, “Insurance Requirements,” and shall comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Project Sponsor shall retain copies of insurance as part of the Project Records. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements is a breach of this Agreement.
- 13) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Project Sponsor shall place in the public domain any software, written document, or other product developed with TFCA funds as part of the Project and shall require recipients of Project funds, if any, to do the same.
- 14) The Project Sponsor shall use TFCA Funds Awarded only for the implementation of a project that the Air District determines will result in surplus motor vehicle emission reductions within the Air District’s jurisdiction. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) as of the Effective Date of this Agreement.
- 15) The Project Sponsor shall comply with all Program requirements set forth in the Air District’s Guidance, which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

SECTION III

AIR DISTRICT OBLIGATIONS

- 1) The Air District will provide TFCA funds for this Project in an amount not to exceed the TFCA Funds Awarded, in accordance with the formula set forth in Attachment A. Thus, if the approved total Eligible Costs of the Project are less than the Total Project Cost, the Air District shall reduce the amount of TFCA Funds Awarded.
- 2) The Air District will endeavor to pay the undisputed amount of an approved invoice within thirty (30) calendar days of the date of Air District’s receipt of such invoice and in accordance with the Invoice and Payment Schedule set forth in Section 7 of Attachment A.
- 3) The Air District will provide timely notice to the Project Sponsor prior to conducting any audits of the Project. Also, the Air District makes reasonable efforts to conduct inspections during normal business hours of the Project Sponsor.

- 4) The Air District will provide the Project Sponsor a copy of the fiscal and performance audits of the Project.
- 5) The Air District will provide the Project Sponsor all applicable Air District-approved reporting and invoice forms.
- 6) The Air District will make its logo available to Project Sponsor solely for use to fulfill the Project Sponsor's obligation under Section II.11 of this Agreement.

SECTION IV

GENERAL PROVISIONS

- 1) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement (the "Effective Date").
- 2) **Term:** The term of this Agreement shall commence on the Effective Date of this Agreement and end on three (3) years from the last day of the Project Useful Life, unless this Agreement is terminated or amended as provided below, or the Term is extended.
- 3) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall constitute an Amendment under this Agreement.
- 4) **Project Liaison:** Within thirty (30) calendar days from the Effective Date of this Agreement, the Project Sponsor shall notify the Air District of the Project Sponsor's Project Liaison and of the Liaison's address, telephone number, and email address. The Project Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify the Air District of a change of Project Liaison or of the Liaison's contact information in writing no later than thirty (30) calendar days from the date of the change.
- 5) **Notices:** Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Within thirty (30) calendar days of the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the Project Number.
- 6) **Project Due Dates:** If any Project act or task must be performed by a particular deadline or date, which day falls on a Saturday or holiday (which includes Sunday), that act or task may be performed by the next business day, except where otherwise noted in Special Conditions, Attachment A.
- 7) **Termination:**
 - A. **Voluntary.** Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of receipt of such notice. Notice shall be delivered as provided for in Section IV.5 above. If the Project Sponsor terminates this Agreement, the Project Sponsor shall not be entitled to the full amount of the TFCA Funds Awarded. The Project Sponsor may retain or receive payment for that portion of the TFCA Funds to which they are entitled as well as all amounts due to Project Sponsor that Air

District has not yet paid, including but not limited to, those Eligible Costs on the Project incurred by Project Sponsor.

The amount of TFCA funds that Project Sponsor is eligible for under this Section IV.7 shall be determined as follows:

- i. First, the Project Sponsor shall submit a report that identifies each Project Charger's number of kilowatt hour (kWh) dispensed (Actual kWh Dispensed) and the number of cumulative days in operation (Actual Operating Days) from when the Chargers were placed into service until the effective date of termination.
- ii. Second, the Air District shall calculate the percentage of the award amount that Project Sponsor is eligible for, which will be the lesser of:
 - a. The percentage of the Operational Period that the project has completed, which shall be determined by dividing the sum of the Actual Operating Days of all Chargers by the sum of the Operational Period for all Chargers; and
 - b. The percentage of the Usage Requirement that the project has completed, which shall be determined by dividing the sum of the Actual kWh Dispensed of all Chargers by the Usage Requirement.
- iii. Third, the Air District shall multiply TFCA Funds Awarded by the percentage calculated above in subsection 7.A.ii to determine the amount that the Project Sponsor is eligible for.

If the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is eligible, the Project Sponsor shall return the difference between the funds paid and the funds eligible to the Air District within thirty (30) calendar days of the effective date of termination.

If the Air District terminates this Agreement pursuant to this provision, any costs incurred on the Project following the effective date of termination shall be ineligible for reimbursement of TFCA funds, except costs for any work that the Air District has specified in the notice of termination that the Project Sponsor may continue to perform for the specified period of time. The Air District will reimburse Project Sponsor for all of the Eligible Costs based on the formula set forth in Attachment A on the Project expended prior to the effective date of the termination.

- B. Breach. The Air District may terminate this Agreement for breach of any term of this Agreement. The Air District will deliver a written notice of breach that specifies the date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of such notice. The notice will specify the nature of the breach and will direct the Project Sponsor to cease all work immediately upon receipt of the notice, except as specifically provided for in the notice. In the alternative, or as provision of the notice of termination, the Air District may allow the Project Sponsor to cure the breach; in that instance, the notice shall specify the date by which such breach must be cured (the "Cure Period"). The notice of termination will specify the amount of the TFCA Funds Awarded that the Air District has paid and the amount owed, if any, by the Project Sponsor to the Air District. The Project Sponsor shall reimburse any funds owed to the Air District prior to the effective date of termination.

The Air District will calculate the amount of funds owed based on the remaining contract term and usage requirement that Project Sponsor has not completed prior to the breach, based on the methodology described in subsection 7.A.

C. Reserved.

- 8) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 9) Indemnification: The Project Sponsor shall indemnify and hold the Air District, its officers, employees, agents, and successors-in-interest harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Project Sponsor, its officers, agents, or employees. The Project Sponsor shall require any third party who owns, operates, controls, or implements any portion of the Project to indemnify and hold the Air District, its officers, employees, agents, and successors-in-interest harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the third party, its officers, agents, or employees.
- 10) Independent Contractor: Neither the Project Sponsor nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and the Air District.
- 11) Assignment: Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
- 12) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 13) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
- 14) Force Majeure: Neither the Air District nor the Project Sponsor shall be liable for, 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, enemy or hostile governmental action,

civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other causes, except financial, that are beyond the reasonable control of the Air District or the Project Sponsor, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that Party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.

- 15) **Governing Law:** Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 16) **Public Entities - Conflict of Interest:** The Project Sponsor warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.
- 17) **Integration:** This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Project Sponsor related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.
- 18) **Survival of Terms:** Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Section IV.9.
- 19) Each of the undersigned expressly affirms that he or she is authorized to execute this Agreement on behalf of the Party whom he or she represents.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

SIGNATURES:

BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

CONTRA COSTA COUNTY PUBLIC WORKS

by: _____
Jack P. Broadbent
Executive Officer/APCO

by: _____
Julia R. Bueren
Director

Date: _____

Date: _____

Approved as to legal form

Approved as to legal form (optional)

by: _____
Brian C. Bunger
District Counsel

by: _____
Legal Counsel

**ATTACHMENT A
PROJECT SPECIFIC INFORMATION**

(Note: The section numbers shown in parentheses below refer to sections in the Funding Agreement.)

1. **Project Sponsor:** Contra Costa County Public Works
2. **Project Number (Section IV.5):** 16EV017
3. **Total Project Cost (Section II.2):** \$66,171. The Total Project Cost is the sum of the Eligible Costs listed below that the Project Sponsor incurred after the execution of the funding agreement and prior to the date when all stations are installed and placed into service.

For purposes of determining the Project Costs incurred, the date for equipment costs incurred shall be the date the Project Sponsor submits a signed Purchase Order or other document that commits the order and the date for direct labor costs incurred shall be the date such services were rendered.

Eligible Costs include:

- A. Charging station hardware, including tax and shipping fees;
- B. Labor and materials (e.g., trenching, wiring, and conduit) at the approved location;
- C. Necessary electrical upgrades to meet the demands of the charging stations (i.e., electrical panels, and transformers);
- D. Permit fees; and
- E. Hardware equipment separate from the charger used to record the kWh dispensed from the equipment to PEVs (e.g., separate meter, data logger),

4. **Matching Funds (Section II.3):** \$45,171.

Matching Funds must be at least 25% of the Total Project Cost. Only funds used for Eligible Costs can be applied as matching funds.

5. **TFCA Funds Awarded (Sections II.3, II.14, III.1, IV.7):** The maximum TFCA Funds awarded for the Project shall not exceed \$21,000.

The Air District will determine the final TFCA Funds Awarded based on Section 6 below. If the project does not fulfill the usage or operational requirements or if the approved total Eligible Costs of the Project are less than the Total Project Cost, the Air District shall proportionally reduce the amount of TFCA Funds Awarded.

6. **TFCA Line Item Project Budget (Sections II.2):** TFCA Funds may only be used to pay for Eligible Costs. The table below shows how funds are allocated to the chargers in the Project.

Facility ID:	Equipment to be Installed	# of Units	Eligible Cost per Unit	Maximum Award per Unit
16EV017_F01	Single-port level 2, as specified in Attachment B	3	\$8,596.53	23.2652% of Eligible Cost not to exceed \$2,000 per unit.
16EV017_F02	Single-port level 2, as specified in Attachment B	2	\$10,695.06	21.5053% of Eligible Cost not to exceed \$2,300 per unit.

16EV017_F03	Dual-port level 2, as specified in Attachment B	2	\$9,495.78	54.7612% of Eligible Cost not to exceed \$5,200 per unit.
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7. **Invoice and Payment Schedule (Sections III.2):** The Project Sponsor will submit one invoice (Final Invoice) for payment after all charging station(s) identified in Attachment B, Project Description, has been constructed and placed into service.

The Invoice shall be prepared on the Air District’s General Invoice Form, and shall include:

- A. The Project Number
- B. An itemized list of all expenses incurred by the Project Sponsor, specifying which are Eligible Costs.
- C. The total funds being requested.
- D. Supporting documentation of Project Sponsor’s payments made for goods and services incurred, such as copies of receipts for services paid; invoices from vendors, consultants, or contractors, with an explanation of the goods or services provided for the Project; and time sheets documenting hourly labor costs incurred.

The Air District shall retain fifteen percent (15%) of the final TFCA Funds Awarded until the final Annual Report is approved by the Air District.

8. **Special Conditions:**

- A. Project Sponsor shall maintain the charging stations properly and guarantee that the stations are accessible and serviceable for 90 percent of the days during each calendar year.
- B. Project Sponsors may require payment to access or use the charging station. If payment is required to access or use the charging station, subscription fees or memberships are allowed; however, stations at Transportation Corridors, Workplaces, and Destinations must also be capable of accepting payment from non-members (e.g., credit cards, or other forms of on-demand payment).
- C. Charging stations at Workplaces shall be accessible for use by the public, at a minimum, during regular business hours.
- D. Project Sponsor shall install, maintain, and operate the funded equipment in accordance with all applicable state, federal and local laws and regulations including compliance with all applicable requirements of the Americans with Disabilities Act (ADA) throughout the Project Life.
- E. Project Sponsor shall allow the Air District or its authorized representatives collect and share usage information about the project.
- F. For compelling reasons, Project Sponsor may seek to amend this Agreement to extend any of the Project Milestone Completion Dates, set forth in the Project Schedule (Attachment B). In no event shall the last day to fulfill Usage Requirements be extended past four years from the date all Project charging stations have been installed and placed into service.
- G. Project Sponsor shall have the ability to collect fees from station users/customers (e.g., pay-for-use, pay at parking garage).

- H. The dates all stations installed and placed into service and the last day to fulfill Usage Requirements shall be the dates specified in Attachment B, regardless of whether that date falls on a Saturday or holiday.
- I. Project Sponsor shall notify the US Department of Energy-Alternative Fuel Data Center of the address where the charging stations are installed within 60 days from the date the charging stations are placed into service.
- J. For Projects that receive funding from another source (e.g., California Energy Commission, NRG), Project Sponsor is required to provide documentation along with invoice that adequately demonstrates the charging station(s) installed as part of this Project will result in surplus emission reductions that are beyond what is required by regulations, settlement, local ordinances, and other legally binding obligations.

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**ATTACHMENT B
PROJECT DESCRIPTION**

1. **Project Title:** Install 2 dual-port and 5 single-port level 2 charging stations in Martinez
2. **Project Description:** Project Sponsor shall install and operate two dual-port and five single-port level 2 charging stations at three workplace facilities.

Facility ID:	Address	Facility Type
16EV017_F01	30 Muir, Martinez, CA 94553	Workplace
16EV017_F02	255 Glacier, Martinez, CA 94553	Workplace
16EV017_F03	651 Pine Street, Martinez, CA 94553	Workplace

Details on the equipment and facility are listed in the table below. Project Sponsor, with Air District’s prior written approval, may substitute Equipment to be Installed with an equivalent equipment that meets or exceeds the specifications below.

Facility ID:	Equipment to be Installed	# of Units	Usage Requirement per Unit
16EV017_F01	Chargepoint CT4011 (minimum of one independent 40A branch circuit to support a minimum 7.2 kW electrical output)	3	Dispense 9,000 kWh
16EV017_F02	Chargepoint CT4011 (minimum of one independent 40A branch circuit to support a minimum 7.2 kW electrical output)	2	Dispense 9,000 kWh
16EV017_F03	Chargepoint CT4021 or CT4023 (minimum of 2 independent 40A branch circuits to support a minimum 7.2 kW x 2 electrical output)	2	Dispense 15,600 kWh

3. **Operational Period:** Each charger listed above shall be operated for a minimum of three (3) years beginning on the date that the charger is placed into service.
4. **Usage Requirement:** The charger(s) listed above shall dispense an aggregate total of 76,200 kWh of electricity during the Operational Period.
5. **Project Useful Life:** The Project Useful Life commences on the day that the first charger is placed into service and end on the date that both the Operational Period and the Usage Requirement for all chargers have been fulfilled.
6. **Project Schedule:**

<u>Milestone</u>	<u>Date</u>
Project Start	Effective Date of Agreement
All stations installed and placed into service	Within 12 months from Effective Date of Agreement

Final Invoice & Interim Status Report, per Attachment C

Within 60 calendar days from the date all Project charging stations have been installed and placed into service

Annual Report

Every March 1, after the Interim Status Report has been submitted for a period of at least 3 years

Last day to fulfill Usage Requirement

Three years from the date all Project charging stations have been installed and placed into service

7. **Project Goal:** The goal of this Project is to reduce on-road vehicle emissions by expanding the availability of plug-in electric vehicle charging infrastructure.

**ATTACHMENT C
MONITORING OF PROJECT PERFORMANCE**

1. **Semi-annual Reports (Section II.8):** The Project Sponsor shall submit Semi-annual Reports to the Air District summarizing Project progress. Semi-annual Reports shall be prepared on the Air District's Semi-annual Report form.

Due Dates: Beginning 60 calendar days after the commencement of the Term of this Agreement, every April 15, and October 15, following the Effective Date until the Interim Status Report has been submitted.

2. **Interim Status Report (Section II.8):** Once the chargers are installed and placed into service, the Project Sponsor shall prepare and submit an Interim Status Report in order to notify the Air District that all of the Project Charging Stations have been installed and comply with the Program Requirements. The Interim Status Report shall be prepared on the Air District-approved Interim Status Report form.

Due Date: Within 60 calendar days from the date the last Project charging station has been installed and placed into service.

The Interim Status Report shall include the following information:

- A. A table that shows the following information for each charger that was funded through this Project: address; date construction was completed; date charger was placed into service; dates and time charger was open for use by employees, residents, or the public; and the pricing structure (\$ per kWh, flat fee per use, etc.).
 - B. A discussion of any pertinent issues or problems that arose.
 - C. Documentation that the Project Sponsor has acknowledged the Air District as a Project funding source, such as photographs of the charging station(s) with Air District logos attached; documentation of use of the Air District's logo on promotional materials, brochures, handbooks, and maps that promote or inform the public about the Project services; and copies of press releases and newsletter articles related to the Project (Section II.11).
3. **Annual Reports (Sections II.8):** Annual Reports shall be prepared on the Air District's Annual Report form.

Due Dates: Every March 1, after the Interim Status Report has been submitted, until the end of Project Useful Life.

Each Annual Report shall cover a 12 month period (from January 1 to December 31) and include the following information for each charger:

- A. For each month, the amount of electricity in kWh dispensed (*if project has a solar or wind component, Project Sponsor must provide information on the amount of electricity generated.*)
- B. A discussion of any pertinent issues or problems that arose during the charging station(s)'s operation (e.g., repairs, downtime).
- C. A discussion of any work that has been performed to the Station(s) (e.g., maintenance, repair), as well as any expansion or upgrade plans.
- D. The actual number of days that each charger was operating.
- E. The pricing structure (per kWh, flat fee per use) on a charger basis.

F. For projects with a solar or wind component, the amount of electricity generated from the solar or wind component in kWh.

The final Annual Report shall include the same information listed above and must be received by the Air District within 60 calendar days from the date that the Project has completed its Project Useful Life.

ATTACHMENT D
INSURANCE REQUIREMENTS

Verification of Coverage

Project Sponsor shall provide the Air District certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Project Sponsor to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 calendar days advanced notice of cancellation from the insurers.

The Project Sponsor may submit evidence that listed insurance is not required for the Project.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

Minimum Scope of Insurance

Throughout the Project Useful Life, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below. Project Sponsor must initial next to each checked insurance requirement to confirm understanding and Agreement with the applicable Project insurance requirements:

Required if marked

1. Liability Insurance

Initial Corporations/Private and Public Entities - a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

Initial Single Vehicle Owners - a limit of not less than \$750,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

2. Property Insurance

Initial Repower and New Vehicle/Equipment Purchase - in an amount of not less than the insurable value of Project Sponsor's vehicles, engines or equipment funded under the Agreement of which this Attachment is a part, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

Initial Property Insurance for Retrofit Projects - for all 2003 model year or newer vehicles in an amount of not less than the insurable value of Project Sponsor's vehicles, covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

3. Workers Compensation Insurance.

Initial Workers Compensation Insurance - as required by California law and employers liability insurance with a limit not less than \$1 million.

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