



## **GRANT AGREEMENT**

**PCAPCD Contract Year:**        **FY 23-24**

**Contract Number:**            **SCN106209**

**Board Resolution:**            **23-11**

**Grant Description:**            **Galleria Overhead Charging Infrastructure**

This AGREEMENT is between the Placer County Air Pollution Control District (hereinafter "PCAPCD") and City of Roseville, (hereinafter "GRANTEE").

The parties agree as follows:

### **1. Services**

- a) GRANTEE agrees, during the term of this AGREEMENT, to perform the contracting services set forth below and in Exhibit A – Scope of Services (hereinafter "PROJECT").
- b) GRANTEE shall be obligated to devote as much time, attention, skill, and effort as may be reasonably required to perform the PROJECT services, in a professional and timely manner, consistent with the elements of the PROJECT.

### **2. Contract Period**

- a) The term of this contract shall begin on the last date signed by the parties below and conclude on or before the end dates listed in Exhibit B – Contract Term and Payment for Services Rendered, unless terminated or amended.
- b) This contract may be canceled by either party upon serving thirty (30) days' notice in writing to the other party.

### **3. Payment**

- a) PCAPCD agrees to pay for the services covered by this AGREEMENT pursuant to the payment terms set forth below and in Exhibit B – Contract Term and Payment for Services Rendered.
- b) The amount paid to the GRANTEE shall constitute full payment for all services set forth herein. GRANTEE shall not be reimbursed for any additional expenses incurred beyond the maximum approved sum.

- c) GRANTEE shall bill PCAPCD upon completion of the PROJECT and after all of the conditions for funding outlined in this AGREEMENT are met. If the PROJECT funded under this AGREEMENT is performed in phases or over a period of time, then requests can be made by the GRANTEE for partial payment. Partial requests for payments must receive prior authorization by PCAPCD. GRANTEE agrees to provide a detailed invoice to PCAPCD with copies of purchase orders, signed contracts, or receipts referencing the contract number. PCAPCD retains the right to require proof of services performed or costs incurred prior to any payment under this AGREEMENT.
- d) Notwithstanding any other terms of this AGREEMENT, no payments shall be made to GRANTEE until PCAPCD is satisfied that work of such value has been rendered pursuant to this AGREEMENT.

#### **4. Notices**

- a) Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered, sent via email with confirmed receipt, or deposited in the mail, postage prepaid, sent certified or registered and addressed to the parties as follows:

**PCAPCD:**

Placer County Air Pollution Control District  
Attn: Air Pollution Control Officer (APCO)  
110 Maple Street  
Auburn, CA 95603  
Email: [ecwhite@placer.ca.gov](mailto:ecwhite@placer.ca.gov)

**GRANTEE:**

City of Roseville  
Attn: Dominick Casey  
316 Vernon Street, Suite 150  
Roseville, CA 95746  
Email: [dcasey@roseville.ca.us](mailto:dcasey@roseville.ca.us)

- b) Any notice so delivered personally shall be deemed to be received on the date of delivery, any notice so delivered via email with confirmed receipt shall be deemed to be received on the date of receipt confirmation, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

#### **5. Obligations of PCAPCD**

- a) PCAPCD agrees to pay GRANTEE an amount not to exceed the requirements set forth in Exhibit B – Contract Term and Payment for Services Rendered, in accordance with the requirements listed in Exhibit A – Scope of Services.
- b) PCAPCD shall not reimburse GRANTEE for any expenses incurred by GRANTEE in the performance of PROJECT described in Exhibit A unless such reimbursement is specifically authorized in the Payment Schedule. GRANTEE shall not be reimbursed for any additional expenses incurred beyond the maximum amount.

- c) Except for the payment obligations set forth above, PCAPCD shall have no other obligations or responsibilities to GRANTEE under this AGREEMENT.

## **6. Obligations of GRANTEE**

- a) GRANTEE has or will obtain all additional funding set forth in Exhibit B of this AGREEMENT.
- b) GRANTEE has or will obtain all required licenses, permits, fees, and other legal authorizations from all applicable Federal, State, and local jurisdictions necessary to commence and properly complete, in a professional manner, the PROJECT described in Exhibit A and will produce said documents if requested by PCAPCD.
- c) Labor, equipment, material, supply costs and other charges will be in conformance with the requirements of Exhibit A.
- d) No component of the monies to be paid by PCAPCD to GRANTEE shall be used for grant administration or any interest costs.
- e) GRANTEE shall provide proof of PROJECT completion and verification of costs as set forth in Exhibit A and Section 3 above.

## **7. Hold Harmless/Indemnity**

- a) The GRANTEE hereby agrees to protect, defend, indemnify, and hold PCAPCD free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PCAPCD arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of PCAPCD) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. GRANTEE agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the GRANTEE. GRANTEE also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against GRANTEE or PCAPCD or to enlarge in any way the GRANTEE's liability but is intended solely to provide for indemnification of PCAPCD from liability for damages or injuries to third persons or property arising from GRANTEE's performance pursuant to this contract or agreement.
- b) As used above, the term PCAPCD means PCAPCD or its officers, agents, employees, and volunteers.

## **8. Insurance Requirements**

- a) It is recognized that GRANTEE is self-insured, and as such provides coverage for General Liability and Worker's Compensation.

- b) GRANTEE shall file with PCAPCD, concurrently herewith, Certificates of Insurance. All certificates are to be received and approved by PCAPCD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the GRANTEE's obligation to provide them. PCAPCD reserves the right to require complete, certified copies of all required insurance policies, required by these specifications, at any time.
- c) GRANTEE shall maintain the following insurance coverage in full force and effect during the term of this contract:

WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE

If GRANTEE represents that they have no employees, and does not hire SUBCONTRACTORS with employees, then they are not required to have Workers Compensation coverage.

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to GRANTEE'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

GRANTEE shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed with PCAPCD upon demand.

GENERAL LIABILITY INSURANCE

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of GRANTEE, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

→ Contractual liability insuring the obligations assumed by GRANTEE in this Agreement.

B. One of the following forms is required:

- 1. Comprehensive General Liability;
- 2. Commercial General Liability (Occurrence); or
- 3. Commercial General Liability (Claims Made).

C. If GRANTEE carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

D. If GRANTEE carries a Commercial General Liability (Occurrence) policy:

1. The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) for Products-Completed Operation
  - One million dollars (\$1,000,000) General Aggregate
2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limit is two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

1. The limits of liability shall not be less than:
  - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
  - One million dollars (\$1,000,000) aggregate for Products Completed Operations
  - One million dollars (\$1,000,000) General Aggregate
2. The insurance coverage provided by GRANTEE shall contain contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

## **9. Facilities, Equipment and Other Materials**

Except as set forth herein, GRANTEE shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this AGREEMENT. PCAPCD shall furnish GRANTEE only those facilities, equipment, and other materials, and shall perform only those obligations as listed herein.

## **10. Non-Discrimination**

GRANTEE shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, sex, sexual preference, or in contravention of any other protected classification or practice identified in the California Fair Employment and Housing Act; Government Code section 12900 et seq.

## **11. Records and Documents**

- a) GRANTEE shall maintain at all times complete, detailed records with regard to work performed under this AGREEMENT, in a form acceptable to PCAPCD, and PCAPCD shall have the right to inspect such records at any reasonable time.
- b) GRANTEE agrees to return to PCAPCD, upon termination of this AGREEMENT, all documents, drawings, photographs, and other written or graphic material, however produced, received from PCAPCD and used by GRANTEE in the performance of its services. All work papers, drawings, internal memoranda, graphics, photographs, and any written or graphic material, however produced, prepared by GRANTEE in connection with its performance of services hereunder shall be, and shall remain after termination of this AGREEMENT, the property of PCAPCD and may be used by PCAPCD for any purpose whatsoever. PCAPCD agrees that any future use of documents produced by the GRANTEE under the terms of this contract shall be at the sole discretion of PCAPCD and GRANTEE shall bear no liability for the decisions on whether and how to use such documents.

## **12. Independent Status**

- a) GRANTEE shall perform this contract as an independent contractor and not as an employee of PCAPCD. GRANTEE acknowledges that GRANTEE is not entitled to any of PCAPCD's fringe benefits, including without limitation; paid holidays, life insurance, sick leave, or travel or any other expenses in connection with services performed hereunder. No part of the compensation payable to GRANTEE hereunder shall be deducted or withheld for payment of Federal or State income or other employment related taxes. It shall be the responsibility of GRANTEE to provide all coverage necessary for GRANTEE's own benefit and not as an employee of PCAPCD.
- b) Except as PCAPCD may specify in writing, GRANTEE shall have no authority, express or implied, to act on behalf of PCAPCD in any capacity whatsoever as an agent. GRANTEE shall have no authority, express or implied, pursuant to this AGREEMENT to bind PCAPCD to any obligation whatsoever.

## **13. Warranties**

GRANTEE warrants that its services are performed, with the usual thoroughness and competence; in accordance with the standard for professional services at the time those services are rendered.

## **14. Licenses, Permits, Etc**

GRANTEE represents and warrants to PCAPCD that it has or will obtain before initiation of the PROJECT, all licenses, permits, qualifications, and approvals of whatever nature, which are legally required for GRANTEE to practice its profession. GRANTEE represents and warrants to PCAPCD that GRANTEE shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this AGREEMENT, any licenses, permits, and approvals which are legally required for GRANTEE to practice its profession at the time the services are performed.

**15. Assignment or Transfer**

GRANTEE may assign any of its rights, burdens, duties, or obligations under this AGREEMENT only upon the prior written consent of PCAPCD. Approval will be at the sole discretion of PCAPCD.

**16. Modification of Agreement**

This AGREEMENT cannot be changed or supplemented orally, and may be modified or superseded only by written instrument executed by all parties.

**17. Waiver**

One or more waivers by one party of any major or minor breach or default of any provision, term, condition, or covenant of this AGREEMENT shall not operate as a waiver of any subsequent breach or default.

**18. Entirety of AGREEMENT**

This AGREEMENT constitutes the entire AGREEMENT and understanding between the parties. There are no oral understandings, terms, or conditions, and no party has relied upon any representation, express or implied, not contained in this AGREEMENT. Any prior understandings, terms, or conditions are deemed merged into this AGREEMENT. This AGREEMENT is intended as the complete and exclusive statement of the parties' Agreement pursuant to Code of Civil Procedure section 1856.

**19. Jurisdiction**

This AGREEMENT, and the right and obligations of the parties, shall be governed by and construed in accordance with the laws of the State of California. If any action is instituted to enforce or interpret this AGREEMENT, venue shall only be in the appropriate state or federal court having venue over matters arising in Placer County, California, provided that nothing in this AGREEMENT shall constitute a waiver of immunity to suit by PCAPCD.

**20. Exhibits**

All exhibits referred to herein and attached hereto are fully incorporated by this reference.

**21. Electronic Signatures**

An Electronic Signature refers to any representation in electronic form used to express intent, including a typed name placed in a signatory area, a digitized image or copy of a handwritten signature, a scanned signature on a PDF document, a biometric mark, a sound, or a digital signature. An Electronic Signature provides who signed, what was signed, captures intent and consent. If parties agree to a transaction by electronic means and are required by law to provide, send, or deliver information in writing, the requirement is satisfied if the information is

provided, sent, or delivered in an electronic record, which the recipient can retain at the time of receipt.

By the action of applying an Electronic Signature to this AGREEMENT, parties to the AGREEMENT are certifying their willingness to use electronic signatures and records delivered via electronic means. A signed copy of this AGREEMENT, or any other related ancillary agreement or amendment, transmitted by facsimile, email, electronic signature application, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signature.

**The parties so agree.**

**City of Roseville:**

\_\_\_\_\_  
Dominick Casey  
City Manager

Date: \_\_\_\_\_

**Placer County Air Pollution Control District:**

\_\_\_\_\_  
Erik C. White  
Air Pollution Control Officer

Date: \_\_\_\_\_



**EXHIBIT A  
SCOPE OF SERVICES**

**Grant Description: Galleria Overhead Charging Infrastructure**

**Project Contact Information (subject to change):**

GRANTEE:  
Ed Scofield  
(916) 774-5449  
Ecscofield@roseville.ca.us

PCAPCD:  
Molly Johnson  
(530) 745-2326  
MJJohnso@placer.ca.gov

**Project Scope:**

Purchase and have installed an overhead electric bus charging station located at the Roseville Transit Galleria Mall transfer site (1115 Galleria Boulevard, Roseville, CA 95678). The charging station shall include two electric overhead chargers and associated equipment and infrastructure, including but not limited to an electrical box, switchboard, conductors and conduit, as outlined in GRANTEE's 2023 Clean Air Grant application and associated quotes. The station shall be able to charge two transit buses at a time.

**Usage:**

Usage of the Electric Vehicle charging station is anticipated to consist of an average of 400 charging events per month, for an estimated total of 4,800 charging events per year. GRANTEE shall make every possible effort to meet this usage goal, for the first 3 years of operation.

**I. To be Completed Prior to Funding and Prior to Project Completion End Date**

Prior to funding and prior to the close of the Project Completion End Date, as outlined in Exhibit B, the GRANTEE shall meet the following conditions:

- A. Purchase and install electric vehicle charging station as described above, and as outlined in GRANTEE's Carl Moyer grant application and associated quotes. If, after execution of this AGREEMENT, GRANTEE wishes to amend/modify project scope, from what was herein described, GRANTEE shall submit a request to PCAPCD as soon as possible to seek approval to do so. Changes to project scope and description may only occur with PCAPCD written permission. Additional project costs from such changes, or costs not eligible for funding shall be borne by the GRANTEE.
- B. Battery charging station installations which are available to the public must be reported to the Department of Energy Alternative Fuel Data Center located at: <http://www.afdc.energy.gov/locator/stations/>.
- C. GRANTEE (or its representative) shall provide to PCAPCD:

- 1) Copies of invoices relative to the purchase of equipment and services funded under this AGREEMENT.
  - 2) Proof and terms of financing, including lender and amount financed (if applicable).
  - 3) Warranty and its terms for installed equipment.
  - 4) Original invoice to PCAPCD, for the amount of requested grant funds for reimbursement. Note that the invoice cannot be paid until all of the requirements for funding have been completed. PCAPCD may require GRANTEE to re-submit the invoice if payment requirements have not been met in the current PCAPCD fiscal year (7/1 through 6/30).
  - 5) GRANTEE shall provide documentation identifying that they have obtained all applicable land use permits from agencies needed to install and operate the stations.
  - 6) Certification from the GRANTEE that all funding sources that they have applied for or received for the PROJECT have been disclosed, and that the GRANTEE will notify PCAPCD of additional sources of funding received for the total cost of the PROJECT, including any sources that become available after contract execution, prior to PROJECT funding. GRANTEE is prohibited from receiving grants and other funds that exceed the total project amount.
  - 7) An AB 841 Certification Statement that certifies the project complied with all AB 841 (2020) requirements or describes why the AB 841 requirements do not apply to the project. The certification shall be signed by the GRANTEE's authorized representative. If AB 841 requirements apply, the Certification Statement will include the Electric Vehicle Infrastructure Training Program (EVITP) Certification Number of each EVITP certified electrician that installed electric vehicle charging infrastructure or equipment.
- D. Visibly display at each charging station that funding was made available by PCAPCD. Any graphics used for this purpose need to be approved in advance by PCAPCD staff.
- E. Have a post inspection conducted by PCAPCD staff in order to verify PROJECT completion and operation as outlined in this AGREEMENT and the GRANTEE's grant application.
- F. A determination by PCAPCD that the PROJECT and all associated documentation have satisfied the requirements for reimbursement.
- G. Charger must be certified by a Nationally Recognized Testing Laboratory (e.g., Underwriter's Laboratories, Intertek) located at:  
<https://www.osha.gov/dts/otpca/nrtl/nrtllist.html>

## **II. To Be Completed During Project Implementation Period**

During the PROJECT Implementation Period, the GRANTEE shall complete the following reporting and recordkeeping requirements. The PROJECT Implementation Period refers to the timeframe between the PCAPCD Approved Post-Inspection date and the Contract End Date:

- A. GRANTEE shall keep records in order to satisfy the requirements of the Annual Monitoring Report, as outlined in Exhibit C of this AGREEMENT. Such records shall include quantity of fuel/electricity used at each station, number and type of users, and any downtime encountered, including duration and cause of downtime.
- B. GRANTEE shall provide PCAPCD Annual Monitoring Reports as described in Exhibit C.

The first annual monitoring report shall be submitted no later than 13 months after PROJECT post-inspection and continuing annually thereafter throughout the PROJECT Implementation Time Frame of this AGREEMENT. At a minimum, noncompliance with the reporting requirements will require an on-site inspection(s). At the sole discretion of PCAPCD, ten (10) percent of the awarded grant amount, as outlined in Exhibit B, will be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.

- C. GRANTEE shall maintain and retain usage and other records associated with the PROJECT for at least three years after the end of the contract term.
- D. Pursuant to Section 8 of this AGREEMENT, GRANTEE shall provide proof of insurance prior to performing work on this PROJECT, and throughout the term of this contract.

### III. General Conditions

- A. Work associated with the installation of the charging/alternative fueling infrastructure must be done by a licensed contractor. GRANTEE agrees to be bound by the provisions of State Labor Code Section 1771 regarding prevailing wages, as applicable. If applicable, GRANTEE shall monitor all agreements subject to reimbursement from this agreement to ensure that the prevailing wage provisions of State Labor Code Section 1771 are being met.
- B. AB 841 requires that electric vehicle infrastructure and equipment on the customer side of the electrical meter be installed by contractors with the appropriate license classification as determined by the Contractors State License Board. Specifically, at least one electrician on each crew, at any given time, must hold an EVITP certification; and
  - 1) Projects that install a charging port supplying 25 kilowatts (kW) or more to a vehicle, must have at least 25 percent of the total electricians working on the crew for the project, at any given time, hold an Electric Vehicle Infrastructure Training Program (EVITP) certification; and
  - 2) One member of each crew may be both the contractor and an EVITP certified electrician.
  - 3) The requirements stated in 1) and 2) above do not apply to any of the following:
    - a. Electric vehicle charging infrastructure installed by employees of an electrical corporation or local publicly owned electric utility.
    - b. Electric vehicle charging infrastructure funded by moneys derived from credits generated from the Low Carbon Fuel Standard Program (Subarticle 7 (commencing with Section 95480) of Article 4 of Subchapter 10 of Chapter 1 of Division 3 of Title 17 of the California Code of Regulations).
    - c. Single-family home residential electric vehicle chargers that can use an existing 208/240-volt outlet.
  - 4) GRANTEE acknowledges the project will comply with the AB 841 requirements and provide the AB 841 Certification Statement, as specified in Exhibit A, Section I.C.7, with submission of the invoice requesting grants funds for reimbursement.

**Initials:** \_\_\_\_\_

- C. Eligible costs are limited to the purchase and installation of the equipment for power

delivery or fueling directly related to the infrastructure project and must utilize commercially available technologies. Refer to the 2017 Carl Moyer Guidelines, Chapter 10, for a complete list of eligible, discretionary and ineligible costs.

- D. Publicly accessible stations, at a minimum must be accessible to the public daily, during regular business hours.
- E. Equipment and parts must be new.
- F. For Battery charging stations, chargers must be Level 2 or higher.
- G. Publicly accessible light-duty battery charging stations must use a valid and universally accepted charge connector protocol (e.g. Society of Automotive Engineers, CHAdeMO).
- H. Equipment must have at least a one-year warranty.
- I. The equipment funded under this AGREEMENT must be in operable condition throughout the term of this AGREEMENT.
  - 1) Publicly accessible infrastructure projects must maintain a 95 percent successful charging rate with 24/7 customer service available on site, via toll free telephone number. If equipment becomes non-functional, the GRANTEE is responsible for ensuring that repairs are made and the station is up and running within 48 hours. The GRANTEE must notify PCAPCD of any downtime beyond the 48 hours and work with PCAPCD to ensure publicly accessible stations become operational.
  - 2) For non-publicly accessible infrastructure projects, if the equipment becomes non-functional, the GRANTEE has 15 business days to report the problem to PCAPCD and begin working with PCAPCD promptly to ensure infrastructure equipment is operational.
  - 3) During the PROJECT Implementation Time Frame, if the fuel/energy meter fails for any reason, the fuel/energy meter must be repaired or replaced as soon as possible and is considered a maintenance expense, therefore not an eligible cost for reimbursement.
- J. PROJECTS must comply with all applicable federal, State, and local laws and requirements, including environmental laws and State building, environmental, and fire codes.
- K. For charging/alternative fueling infrastructure projects that receive a grant of \$50,000 or more, PCAPCD shall submit a Uniform Commercial Code-1 Financing Statement Form to the California Secretary of State. The financing statement shall list PCAPCD as the secured party.
- L. GRANTEE shall notify PCAPCD in writing if installation and/or implementation of this PROJECT will deviate from the scope of work as outlined in the GRANTEE's Grant Application or this AGREEMENT at any time during the term of this AGREEMENT. GRANTEE shall notify the APCO within 15 days of recognizing such deviation. If funding has not yet been disbursed at the time of recognizing such deviation, then the GRANTEE shall notify the APCO at least 30 days in advance of any request for payment. The APCO has the sole discretion to approve, deny, or adjust funding amount as outlined in Exhibit B of this AGREEMENT, based on the extent of the deviation.
- M. GRANTEE shall maintain the equipment funded under this AGREEMENT according to the manufacturer's specifications for the term of the AGREEMENT and shall not tamper with it in any way as to void the warranty.

- N. GRANTEE shall allow PCAPCD, CARB, or other designee to conduct an inspection or audit of the PROJECT being funded under this AGREEMENT, including the engine, equipment, and associated records, during the contract term. At the time of execution of this AGREEMENT, GRANTEE's signature shall be a certification that its fleet, engine(s), and vehicles are in compliance with all applicable federal, State, and local air quality rules and regulations and shall continue to maintain, for the term of the AGREEMENT, compliance with all applicable federal, State, and local air quality rules and regulations for the full contract term.
- O. Throughout the term of this AGREEMENT, the PROJECT may not be used for credit under any federal or State emission averaging, banking or trading program. No covered emission reductions generated by the PROJECT may be used as marketable emission reduction credits, or to offset any emission reduction obligation of any person or entity throughout the AGREEMENT term (Health and Safety Code (H&SC) § 44281(b)). For infrastructure projects, Low Carbon Fuel Standard (LCFS) credit generation associated with eligible activities is not prohibited by the Moyer statute.
- P. The new engine, vehicle, or equipment must remain in service throughout the term of this AGREEMENT. Throughout the term of this AGREEMENT, the PROJECT must not be used to generate credits or compliance extensions, and must be excluded when determining regulatory compliance (H&SC § 44281(b)).
- Q. GRANTEES that receive co-funding for the PROJECT funded under this AGREEMENT must meet all criteria associated with each funding source used to fund the PROJECT.
- R. GRANTEES that are not a public entity must provide at least 15 percent of the PROJECT's Moyer eligible costs from non-public sources.
- S. In addition to the terms of this AGREEMENT, GRANTEE shall adhere to all requirements outlined in the applicable California Air Resources Board Guidelines. If there is a conflict between the terms of this contract and California Air Resources Board's Guidelines, the California Air Resources Board's Guidelines shall prevail.
- T. By executing this AGREEMENT, GRANTEE understands and agrees to operate and maintain their station(s) according to the terms herein and to cooperate with PCAPCD and CARB in implementation, monitoring, enforcement, and other efforts to assure the emission benefits are real, quantifiable, surplus, and enforceable.
- U. CARB, as an intended third party beneficiary, reserves the right to enforce the terms of this AGREEMENT at any time during the term of this AGREEMENT to ensure emission reductions are obtained.

#### **IV. Repercussions for Nonperformance**

- A. If for any reason, after PROJECT funding, the PROJECT does not perform according to what was submitted in the GRANTEE's application, or in conjunction with the application, or if the conditions of this AGREEMENT are not met, PCAPCD or CARB may require reimbursement of grant funds.
- B. CARB and PCAPCD have the authority to pursue any remedies available under the law for noncompliance with Moyer Program requirements and nonperformance of terms outlined in this AGREEMENT, in an effort to ensure emission reductions are obtained.

**EXHIBIT B**  
**CONTRACT TERM AND PAYMENT FOR SERVICES RENDERED**

**Grant Description: Galleria Overhead Charging Infrastructure**

**Contract Schedule (to occur on or before the following dates)**

Start Date:	last date signed by the parties
Project Completion End Date:	12/31/2024
Project Implementation Start Date:	Upon approved Post-Inspection by PCAPCD
Project Implementation Period:	3 years
Contract End Date:	12/31/2027

**Budget**

Amount Awarded by PCAPCD:	\$500,000.00
Estimated Co-Funding (including in-kind):	\$2,379,745.00
Estimated Total PROJECT Amount:	\$2,879,745.00

If the Total PROJECT Amount is less than what is listed above, then the GRANTEE may be required to provide an equivalent percentage of Co-Funding based on the reduced Total PROJECT Amount. The Amount Awarded by PCAPCD, as listed above, shall be adjusted accordingly.

**Payment**

PCAPCD will provide up to \$500,000.00 (Five Hundred Thousand and 00/100 Dollars) in funding, in accordance with the requirements listed in this AGREEMENT. Payment(s) shall be made to the GRANTEE within thirty (30) days after the billing is received and approved by PCAPCD.

At the sole discretion of PCAPCD, ten (10) percent of the awarded grant amount, as outlined in this exhibit, will be withheld pending the submittal and approval of the first Annual Monitoring Report as outlined in Exhibit C – Monitoring Report Format.

A completed federal W-9 form and California 590 form must be submitted prior to payment. An IRS Form 1099 will be issued for incentive funds received under this AGREEMENT, if applicable. It is the GRANTEE's responsibility to determine tax liability associated with receiving grant incentive funds.

**Invoices**

Invoices shall be submitted to PCAPCD in an original format and include the contract number. Along with submitting an invoice for reimbursement, provide copies of all paid receipts and proof of in-kind support (when applicable), and evidence of financing, associated with the PROJECT funded under this AGREEMENT.

**EXHIBIT C**  
**MONITORING REPORT FORMAT**

**Grant Description: Galleria Overhead Charging Infrastructure**

The first annual monitoring report shall be submitted no later than 13 months after PROJECT post-inspection and continuing annually thereafter throughout the PROJECT Implementation Period of this AGREEMENT. The report can be emailed, mailed, or delivered in person to PCAPCD.

The report shall include the following:

1. GRANTEE's name, address, and telephone number.
2. Reference Contract Number.
3. Qualitative description of public and private uses.
4. Annual and cumulative PROJECT total of usage per charger (e.g. kilowatt-hour) and number of plug in events.
5. If the charging station has incorporated solar or wind power generation equipment, then provide the amount of electricity generated (kilowatt-hour) from the solar or wind power generating equipment.
6. Any unscheduled downtime, including duration of downtime and causes of downtime.

Note: After the monitoring report is submitted to PCAPCD, staff may conduct a performance evaluation on the PROJECT.