

**TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
PROJECT SPONSOR ORGANIZATION**

PROJECT NUMBER: 21EVXXX

This funding agreement (“Agreement”) is made and entered into between Project Sponsor Organization, hereinafter referred to as “Project Sponsor,” and the Bay Area Air Quality Management District, hereinafter referred to as the “Air District” (and hereinafter referred to jointly as the “Parties”).

**SECTION I
RECITALS**

- 1) California Health and Safety Code Sections 44223, 44225, and 44229 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 control 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. Under the TFCA’s Regional Fund Program, the Air District may issue TFCA funds to public agencies and, for certain vehicle-based projects, to other entities for projects within the Air District’s jurisdiction (“TFCA Program”).
- 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 Air District’s air quality 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 established the Mobile Source Incentive Fund (MSIF) in December 2004. MSIF revenues are collected from a \$2 registration surcharge fee on vehicles registered with the Department of Motor Vehicles in the Air District’s jurisdiction.
- 5) Pursuant to California Health and Safety Code section 44229, MSIF funds can be used for, among other project types, alternative fuel and electric infrastructure projects solicited and selected through a competitive bid process.
- 6) On April 15, 2020, the Air District’s Board of Directors approved funding allocations for the TFCA Program for Fiscal Year Ending (FYE) 2021, under California Health and Safety Code Section 44241, and authorized the Executive Officer/Air Pollution Control Officer to execute Grant Agreements for eligible projects funded by the TFCA Program, with individual grant awards up to \$100,000.
- 7) On April 15, 2020, the Air District’s Board of Directors also approved the cost-effectiveness limit for projects receiving TFCA Program funds.
- 8) On November 18, 2020, the Air District’s Board of Directors approved an allocation of \$1 million in MSIF funding for the Charge! Program.
- 9) On December 15, 2020, the Air District released the *Application Guidance for Charge! Program for FYE 2021 with subsequent updates* (“Program Guidance”), which includes the Program Policies and sets forth additional requirements for eligible charging station projects.
- 10) The Air District selected Project Number 21EVXXX (“Project”) through a competitive process as an eligible project to improve air quality in the San Francisco Bay Area air basin based on the Program Guidance and the information provided in the Project Sponsor’s application.
- 11) The Project Sponsor affirms that the Project has not commenced, would not have otherwise commenced without TFCA Program funding, and will result in surplus emission reductions.

- 12) The Parties 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 “Project Information” (Attachment A), in accordance with the costs, terms, and conditions in the “Project Budget and Payment Process” (Attachment B), and all applicable provisions of federal, state, and local law and regulations. 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 the Air District’s enforcement of the Agreement, termination of the Agreement, a reduction of the Project’s Funds Awarded that are specified in Attachment B, or other remedies sought by the Air District at its sole discretion.
- 2) The Project Sponsor shall pay all Project costs necessary to complete the Project prior to submission of the Final Invoice to the Air District for reimbursement. Air District’s funding obligation under this Agreement is limited to reimbursement of Eligible Costs, as specified in Attachment B, the amount of which shall not exceed the Funds Awarded, also as specified in Attachment B. The Project Sponsor shall be solely responsible for all costs that exceed the Funds Awarded.
- 3) The Project Sponsor is responsible for assuring that all funds received under this Agreement and Matching Funds are expended only in accordance with the requirements of the TFCA Program, Charge! Program guidelines, this Agreement, and all applicable provisions of law and regulations.
- 4) The Project Sponsor shall allow the Air District and its authorized representatives to conduct performance and fiscal audits of the Project at any time 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 any time during the Project Operational Period. The Project Sponsor shall cooperate with such inspections.

- 5) The Project Sponsor shall prepare and maintain all necessary Project Records to document Project activities and performance, including invoicing documentation set forth in Section 5 of Attachment B, 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.8. 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 Operational Period.
- 6) The Project Sponsor shall submit the reports specified in Attachment C to the Air District by the due dates specified in Attachment C. These reports are public documents. At its discretion, the Air District may accept and process a late-submitted report, without thereby waiving or amending the submission deadline of any or all subsequent reports.
- 7) The Project Sponsor shall submit their funded charging stations to the US Department of Energy Alternative Fuel Data Center as described in Attachment A. At its discretion, the Air District may accept a late submission without thereby waiving or amending the submission deadline.
- 8) The Project Sponsor shall implement and operate the Project for the duration of the Project Operational Period. 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 other than for routine maintenance, relocated to a different location

than what is specified in this Agreement (Attachment A), rendered inoperable, sold, or transferred to another entity, before full completion of the Project Operational Period.

If the Project Sponsor intends to make a change to the Project's to the operational status, the Project Sponsor must seek a modification of this Agreement in advance to allow for a change pursuant to Section IV.3.

- 9) The Project Sponsor shall acknowledge, and require any third party that implements any portion of the Project ("Sub-awardee") to also acknowledge, the Air District as a Project funding source at all times throughout the Project Operational Period as specified in Attachment A. The Project Sponsor shall use, and require any Sub-awardee to use, the Air District's approved logo for the Project. The required documentation and materials are specified in Attachment C.
- 10) Beginning when the Project starts and throughout the Project Operational Period, the Project Sponsor shall obtain, maintain, and comply, and require any Sub-awardee to also obtain, maintain, and comply, with the insurance coverage specified in Attachment D, "Insurance Requirements," and with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage.
- 11) 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 funds as part of the Project and shall require recipients of any funds, if any, to do the same.
- 12) The Project Sponsor shall use the Funds Awarded only for the implementation of a project that will result in surplus motor vehicle emission reductions within the Air District's jurisdiction and be responsible for demonstrating the emission reductions achieved. 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.
- 13) The Project Sponsor shall comply with all Program requirements set forth in "*Application Guidance for Charge! Grant Program for FYE 2021*," dated December 15, 2020 with subsequent updates, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.
- 14) Nondiscrimination: During the performance of this Agreement, the Project Sponsor and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, sexual orientation, medical condition, marital status, age (over 40) or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave. The Project Sponsor and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. The Project Sponsor and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 10000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Project Sponsor and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 15) To be bound by all the provisions of State Labor Code Section 1771 regarding prevailing wages paid to workers employed on public works and to provide confirmation of compliance if requested.
- 16) To accept tax liability associated with accepting grant funds.

SECTION III
AIR DISTRICT OBLIGATIONS

- 1) The Air District will provide funds for this Project in an amount not to exceed the Funds Awarded, in accordance with the formula set forth in Attachment B. In the event that the Total Project Cost is less than the amount listed in Attachment B, the Air District shall recalculate its contribution to the Project in accordance with the provisions of Section 3 of Attachment B.
- 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 approval of such invoice and in accordance with the Invoice and Payment Schedule set forth in Section 5 of Attachment B.
- 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 audits and inspections during normal business hours of the Project Sponsor.
- 4) The Air District will provide the Project Sponsor a copy of the fiscal audit of the Project as specified in California Health and Safety Code Section 44242.
- 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.8 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 ("Effective Date").
- 2) **Term:** The term of this Agreement shall commence on the Effective Date of this Agreement and end three (3) years from the later of either 1) the date of the Air District's final payment, or 2) the last day of the Project Operational Period, unless this Agreement is terminated or amended as provided below, or the Term is extended pursuant to Special Conditions, Attachment A.
- 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 require 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 email, by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). In the case of e-mail communications, valid notice shall be deemed to have been delivered upon sending. E-mail communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. Pacific Time. Otherwise, receipt of e-mail communications shall be deemed to have occurred on the following business day. 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 specific 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) Breach and Termination:

A. Voluntary. Either Party may terminate this Agreement by giving written notice to the other Party in accordance with section 5 above. The notice of termination shall specify the effective date of termination. The terminating party shall provide notice that is a minimum of forty-five (45) calendar days from the date of the notice. However, if any payments are due to either party, this Agreement may not be terminated earlier than the date that all parties have received all payments they are due under this Agreement. In this circumstance, each party shall notify the other party of having received all payments due and the date of receipt. The notice of the termination shall be delivered as provided for in Section IV.5.

If the Project Sponsor terminates this Agreement, the Project Sponsor shall not be entitled to the full amount of the Funds Awarded. The Air District will calculate the amount of funds to which the Project Sponsor is entitled, based on the Air District's determination of what funds are Eligible Costs and the formula set forth in Attachment B, Section 3. If the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is entitled, the Project Sponsor shall reimburse any funds owed to the Air District prior to the effective date of termination, which may include all or a portion of the funds that Project Sponsor has already received but is not entitled to retain.

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 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 Eligible Costs that were expended prior to the date specified in the notice of termination based on the formula set forth in Attachment B.

The Agreement cannot be terminated unless all payments have been fully made.

B. Breach. In the case of Project Sponsor's breach of this Agreement, the Air District will deliver a written notice of breach in accordance with section 5 above. 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. At its discretion, the Air District may allow the Project Sponsor to cure the breach; in that instance, the notice of breach will specify the date by which such breach must be cured ("Cure Period"). As one of its remedies, the Air District may terminate this Agreement. In that event, the notice of breach will specify the date of termination, which shall be no less than thirty (30) calendar days from the date of notification of such notice of breach.

The notice of breach will also notify the Project Sponsor that the Project Sponsor may not be entitled to the full amount of the Funds Awarded. The notice will specify the amount of the Funds Awarded; the amount of funds the Air District has paid to date, if any; and that some or all of the Funds Awarded may be subject to reimbursement to, or withholding by, the Air District. In no event shall the Agreement terminate prior to the Project Sponsor's reimbursement of any funds owed to the Air District.

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, 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 Sections IV.9 and II.5.
- 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.

SAMPLE

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

SIGNATURES:

by: _____
Jack P. Broadbent
Executive Officer/Air Pollution Control Officer
Bay Area Air Quality Management District

by: _____
Project Sponsor Signatory Name
Project Sponsor Signatory Title
Project Sponsor Organization

Date: _____

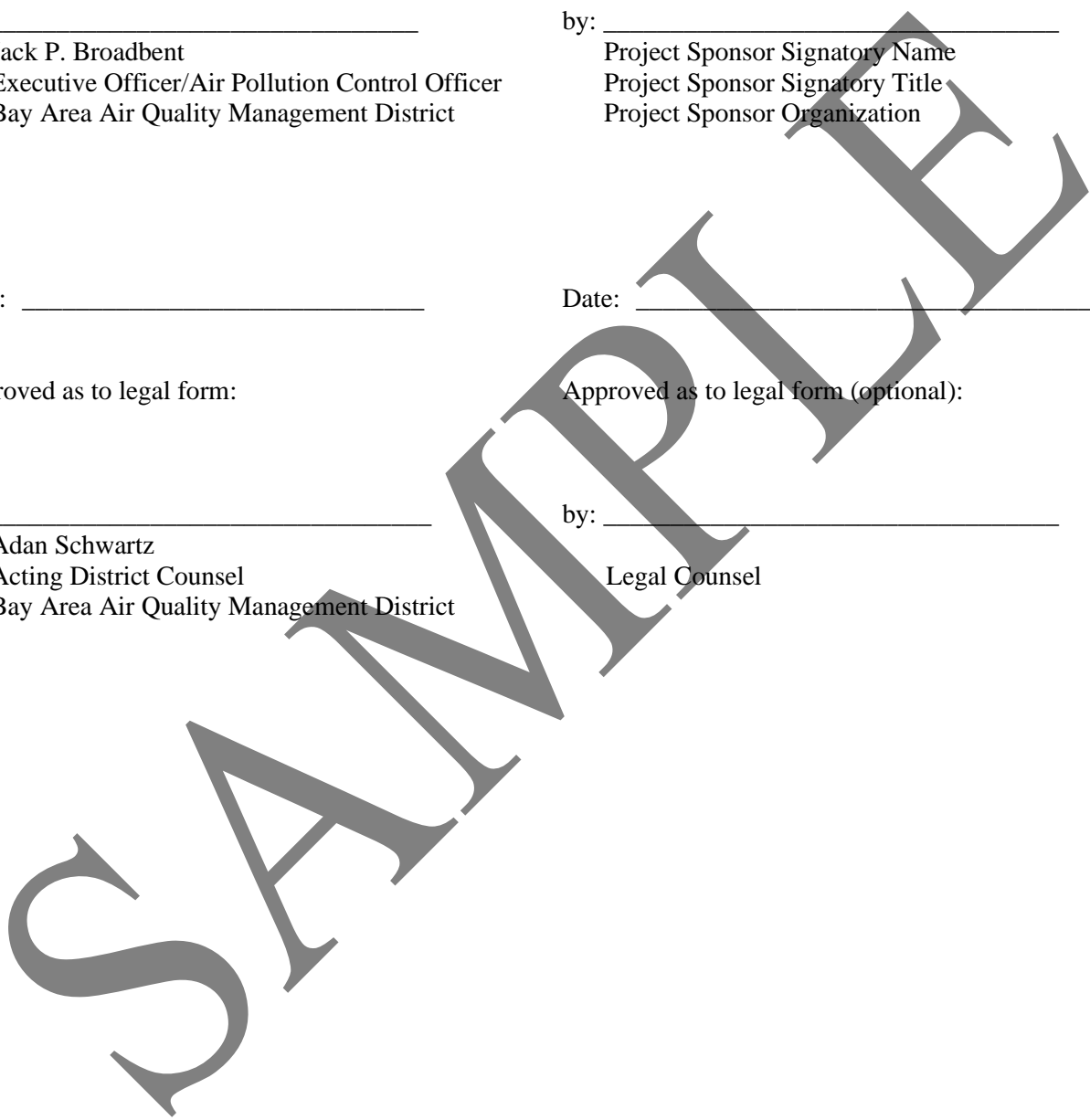
Date: _____

Approved as to legal form:

Approved as to legal form (optional):

by: _____
Adan Schwartz
Acting District Counsel
Bay Area Air Quality Management District

by: _____
Legal Counsel



**ATTACHMENT A
PROJECT INFORMATION**

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

1. **Project Number (Section IV.5):** 21EVXXX
2. **Project Sponsor:** Project Sponsor Organization
3. **Project Title:** Project Sponsor Organization’s Electric Vehicle Charging Station Project.
4. **Project Description:** Project Sponsor shall install and operate X charging stations at X Facility Type facility(ies) in City(ies).
5. **Project Goal:** The goal of this Project is to reduce motor vehicle emissions by providing electric vehicle charging stations, thereby reducing motor vehicle emissions.
6. **Usage Requirement:** The charger(s) listed in Table 1 shall dispense an aggregate total of at least XXX kWh of electricity during the Project Operational Period.
7. **Project Operational Period:** Three (3) years from the date all of the charging stations have been placed into public service.
8. **Project Schedule:**

<u>Milestone</u>	<u>Date</u>
Project Starts	Effective Date of Agreement
All funded equipment installed and placed into service, start of the Project Operational Period	By December 31, 202X
End of Project Operational Period	By December 31, 202X

9. **Special Conditions (Sections II.1, II.4, II.8, IV.3):**
 - A. Project Sponsor shall maintain the charging stations properly and guarantee that the stations are accessible and serviceable for at least 90 percent of the calendar days during each calendar year throughout the Project Operational Period.
 - B. Project Sponsor shall use only State of California-licensed engineers and contractors to perform the Project work.
 - C. Charging stations shall be accessible for use for at least 8 hours during regular business hours for 250 days per year.
 - D. Charging Station requirements:
 - i. Installed at a stationary location shall be connected to the electrical grid;
 - ii. Installed on a mobile platform shall remain on, and be operated and maintained at, the approved Facility Location specified in Attachment A, Table 1;
 - iii. Project Sponsor must either own the land on which the Project infrastructure is installed or provide evidence (e.g., lease agreement) from the property owner allowing the Project Sponsor to install and operate charging stations for the duration of the Project Term;
 - iv. Infrastructure Equipment and parts must be new - remanufactured or refurbished equipment and parts are not eligible;
 - v. Charging infrastructure Equipment must include an operational energy meter or energy management software throughout the Project Operational Period. If this meter fails for any reason, the energy meter must be repaired or replaced as soon as possible;

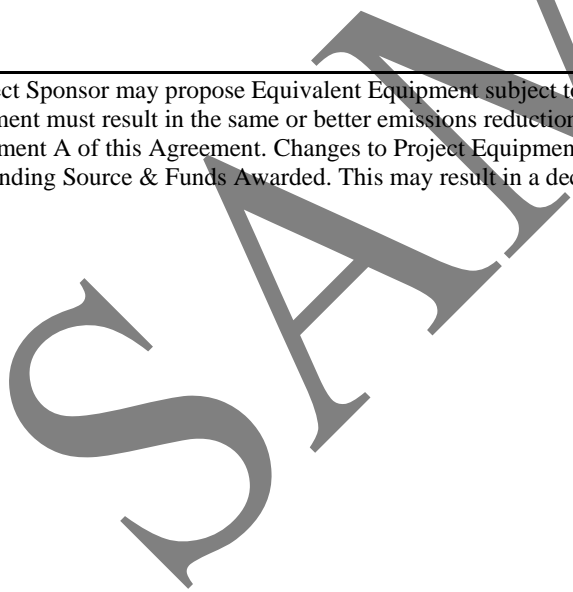
- vi. Charging stations must be certified by a National Recognized Testing Laboratory (e.g. Underwriter's Laboratory, Intertek) located at <https://www.osha.gov/dts/otpca/nrtl/nrtllist.html>; and
- vii. Meet the equipment specific requirements in Attachment A, Table 1.
- E. Project Sponsor shall site, construct, install, maintain, and operate any services, equipment, or infrastructure paid for with Program funds in accordance with the respective manufacturer's specifications, all applicable state, federal and local laws and regulations including compliance with all applicable requirements of the Americans with Disabilities Act (ADA).
- F. Project Sponsor shall allow the Air District, and its authorized representatives, to collect and share usage information about the Project.
- G. Project Sponsor shall provide all of the information necessary about the funded charging stations to the US Department of Energy in order for the stations to be listed on their Alternative Fuel Data Center after the charging stations are placed into service. The Air District will not pay invoices until the listing for each funded station has been verified.
- H. For Projects that receive funding from another source (e.g., California Energy Commission, NRG, PG&E), Project Sponsor is required to provide documentation/ information on those funds and sources along with the 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.
- I. Project Sponsor is required to acknowledge the Air District as a Project funding source during the Project Operational Period. Examples of documentation and material acknowledgement may include the following: photographs of equipment operated as part of the Project with Air District logos attached; documentation of use of the logo on the Project Sponsor's website, promotional materials, and on 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.8).
- J. Security Interest: Project Sponsor hereby grants the Air District a security interest in the Project Equipment that has been purchased partially or entirely with funding provided by the Air District pursuant to this Agreement and any amendments thereto. Project Sponsor acknowledges and agrees that the Air District shall have all lien rights as a secured creditor on the Project Equipment throughout the Term of the Agreement. Project Sponsor agrees and authorizes the Air District to file a Uniform Commercial Code (UCC) financing statement (Form UCC-1) or similar security instrument to secure its interests in the Project Equipment. In the event the Project Equipment is repossessed or Project Sponsor files for dissolution or bankruptcy protection, Project Sponsor shall notify the Air District within ten (10) business days of the repossession or court filing.



Table 1: Example Project Description

Facility Information	Qty	Project Equipment *	Total Usage & Project Equipment Operational Period	AB 617 Location	Funding Source & Funds Awarded
Destination	3	Dual-port Level 2 (high) Connector spec: J1772 Each port capable of an output rating of 6.6+ kW	82,800 kWh (27,600 kWh each) 3 years	Tri-Valley	TFCA: Max of 90% of the Eligible costs up to \$12,000 (\$4,000 each)
Total Funds Awarded:					\$12,000

* Project Sponsor may propose Equivalent Equipment subject to advanced written approval from the Air District. The Equivalent Equipment must result in the same or better emissions reductions and meet or exceed the operational parameters specified in Attachment A of this Agreement. Changes to Project Equipment, AB617 Location, or Facility Information may affect Total Usage and Funding Source & Funds Awarded. This may result in a decrease in funding of base funding and/or plus-up funding.



**ATTACHMENT B
PROJECT BUDGET AND PAYMENT PROCESS**

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

1. **Total Project Cost (Section II.2):** \$XX,XXX.

The Total Project Cost is the sum of the Eligible Costs that are listed in Section 4 of Attachment B.

2. **Matching Funds (Sections II.2, 3):** The Project Sponsor is responsible for all project costs that are not covered by the Funds Awarded.

3. **Funds Awarded (Sections II.2, II.11, III.1, IV.7):** The Air District will provide funds for this Project in an amount not to exceed \$XX,XXX or 90% of the actual total project cost, whichever is lower. If the Project Sponsor modifies or reduces the scope of the project, the Air District will recalculate the Funds Awarded based on the Base Funding and Plus-Up funding as described in the “*Application Guidance for Charge! Grant Program for FYE 2021*”, dated January 26, 2021, not to exceed a maximum of 90% of the actual total cost for the project:

Attachment A, Table 1 shows how the Funds Awarded are distributed to the project.

The Air District shall cancel this Agreement if the Project is implemented in any way such that the Funds Awarded is reduced to below \$10,000.

If this Agreement is terminated pursuant to Section IV.7 of this Agreement, the Air District will calculate the final Funds Awarded, which is the amount of funds to which the Project Sponsor is entitled, by multiplying the amount of Funds Awarded by the ratio of the actual usage requirement completed, which is the total energy delivered by the project equipment in kWh at the time of the effective date of termination, to the required usage requirement in kWh for the Project Operational Period:

$$\text{Final Funds Awarded} = \text{Funds Awarded} \times \left(\frac{\text{actual energy in kWh delivered}}{\text{the required usage requirement in kWh for the Project Operation Period}} \right)$$

4. **Eligible Costs:** Eligible Costs may only be incurred on or after the Effective Date of this Agreement and prior to the date all funded equipment is installed and placed into service, and must be directly and solely related to the implementation (site preparation, installation and construction) of the Project.

For the purposes of determining eligibility of Project costs, 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 for direct labor costs incurred shall be the date such services were rendered.

Eligible Costs include:

- A. Costs for the purchase of equipment and material(s) (i.e., charging station hardware, electrical panels, transformers and other materials) including tax, and shipping fees;
- B. Equipment rental costs (i.e., dump truck, concrete road paver, and other equipment) including tax, and shipping fees;
- C. Documented labor charges (salaries, wages, and benefits);
- D. Contractor labor charges; and
- E. Permit fees.

Costs that are not included in the list above are not Eligible Costs, for example:

- A. Costs related to maintenance, repairs, rehabilitation, or upgrades;

- B. Costs related to any other work performed or equipment purchased that is not required for the Project.
 - C. Operating costs (e.g., salaries after the Project is open for public use, ongoing training/support, advertising, and rent/leases);
 - D. Planning activities or feasibility studies; and
 - E. Indirect and administrative costs.
5. **Invoice and Payment Schedule (Section III.2):** The Project Sponsor shall submit a single invoice (Final Invoice) along with the Expenditure Report as specified in Attachment C. No costs or financial commitments that are incurred or undertaken prior to the date of full execution of the Agreement will be considered for reimbursement from the Air District.

The Final 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 and dates labor was performed and equipment was purchased;
- C. The total funds being requested;
- D. Supporting documentation of Project Sponsor's payments made for goods and services incurred, such as cancelled checks, bank statements, SSAE-18 (Service Auditors Report) for organizations that have a fiscal agent, or other documents deemed acceptable by Air District at its discretion; invoices from vendors, consultants, or contractors, with an explanation of the goods or services provided for the Project; time sheets documenting hourly labor costs incurred; and
- E. Confirmation that the funded chargers are listed/submitted to the US Department of Energy Alternative Fuel Data Center for listing on their website.

The Air District will not process any invoice until all current Project obligations are fulfilled.

The Air District shall retain fifteen percent (15%) of the final Funds Awarded until the project has fulfilled its usage and operational requirements and the Final Report has been received and approved by the Air District.

ATTACHMENT C
MONITORING OF PROJECT PERFORMANCE

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

1. **Semi-annual Reports (Section II.6):** 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 sixty (60) calendar days after the Effective Date, every April 15 and October 15 until the Expenditure Report has been submitted.

2. **Expenditure Report (Sections II.6, II.8):** The Project Sponsor shall submit Expenditure Report to the Air District. Expenditure Report shall be prepared on the Air District's Expenditure Report form.

Due Date: By March 1, 202X and following the start of the Project Operational Period.

The Expenditure Report shall include the following information:

- A. The address of each approved Facility and the following information for each of the funded chargers by Facility: date construction was completed; date charger was placed into service; dates and time charger is open for use by the public (e.g., employees, residents); and the pricing structure (\$ per kWh, flat fee per use, etc.);
 - B. A discussion of any pertinent issues or problems experienced with the project to date;
 - 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.8); and
 - D. Documentation confirming that information about the funded stations have been submitted and are listed on the US Department of Energy's Alternative Fuel Data Center.
3. **Annual Reports (Sections II.6):** Annual Reports shall be prepared on the Air District's Annual Report form.

Due Dates: By March 1, 202X, March 1, 202X and March 1, 202X.

Each Annual Report shall cover a 12-month period (from January 1 to December 31) and include the following information for each charger (the first and last report may cover a shorter or longer period):

- A. For each month, the amount of electricity in kWh dispensed;
 - 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; and
 - E. The pricing structure (per kWh, flat fee per use) on a charger basis.
4. **Final Report (Sections II.6):** The Project Sponsor shall submit the Final Report to the Air District. The Final Report shall be prepared on the Air District's Final Report form and shall include the same information listed above under Annual Reports and must be received by the Air District by January 30, 202X and following the end of the Project Operational Period.

**ATTACHMENT D
INSURANCE REQUIREMENTS**

Verification of Coverage

Project Sponsor shall provide, and require any sub-awardee to 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 thirty (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 Operational Period, Project Sponsor shall obtain and maintain in full force and effect the insurance as set forth below, and shall require any third party to 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.