

**AGREEMENT BETWEEN TRANSPORTATION AGENCY FOR MONTEREY COUNTY
AND INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #234
FOR AB-2766 GRANT MAINTENANCE & COMPLIANCE**

December 1, 2010

This Agreement between the Transportation Agency for Monterey County, hereinafter called "TAMC," and the International Brotherhood of Electrical Workers Local #234, hereinafter called "IBEW," is for the purpose of maintaining and complying with AB-2766 Grant Agreement 11-04: Regional EV Charging Stations. This Agreement governs activities proposed under the Project Description, Budget, and Schedule described in Attachment 1.

The parties agree as follows:

1. Scope of the Agreement.
 - A. TAMC and IBEW enter into this Agreement to implement the project entitled Regional EV Charging Stations, hereinafter called "Project", with the purpose of reducing emissions of motor vehicles in accordance with Assembly Bill 2766 (California Health and Safety Code Section 44220-44247).
 - B. IBEW shall implement the Project on behalf of TAMC.
 - C. TAMC shall administer the Project.
2. IBEW Obligations. IBEW hereby agrees to:
 - A. Implement the Project in accordance with the scope, budget, and schedule specified in Attachment 1.
 - B. Adhere to all Special Grant Conditions delineated in Attachment 2.
 - C. Assist Air District staff in inspecting and reviewing the Project.
 - D. Comply with all applicable federal, state, and local laws and regulations, and obtain all permits, approvals or clearances required to implement the Project.
 - E. Collect, report, and maintain travel activity data records and transmit this data to TAMC.
 - F. Submit all supporting expense documentation to TAMC for reimbursement requests.
 - G. Work with TAMC to prepare and submit a Final Report for the Project.

3. TAMC Obligations. TAMC hereby agrees to:
 - A. Request reimbursement from the Air District for grant-eligible expenditures in accordance with Attachment 2 within two years of the Project completion date, and use those funds to reimburse IBEW for eligible expenses.
 - B. Provide supporting documentation for expenditures to the District in a manner and form satisfactory to District staff.
 - C. Assist Air District staff in inspecting and reviewing the Project.
 - D. Provide oversight and administration of the Project, IBEW and its subcontractors to implement the Project as described in Attachment A.
 - E. Work with IBEW to prepare and submit a Final Report for the Project.
4. Payments to IBEW. Subject to the limitations set forth herein,
 - A. TAMC shall pay to IBEW up to \$38,500 (thirty-eight thousand five-hundred dollars) for eligible expenses.
 - B. TAMC shall remit payments to IBEW after TAMC receives reimbursement from the Air District.
5. Terms of Agreement.
 - A. The term of this Agreement shall begin upon execution hereof by TAMC and IBEW, and shall remain in force for two years, unless extended by mutual consent of both parties.
 - B. Either party hereto may terminate this Agreement at any time for convenience by giving 90 days written notice to the other party. Either party hereto may terminate this Agreement immediately for cause by giving written notice to the other party. Cause shall include, but not be limited to, a material breach of the Terms and Conditions of this Agreement by the other party. Upon termination of this Agreement, the rights and obligations of the parties which by their nature survive termination of the services covered by this Agreement shall remain in full force and effect after termination.
 - C. If the program budget as described in Attachment 1 expires or changes before the expiration of this Agreement, TAMC and IBEW will cooperatively reconsider this Agreement to determine if an extension, amendment, or termination of this Agreement is necessary under the terms specified in Section 5 of this Agreement.

6. Hold Harmless Agreement from TAMC to IBEW.

In the performance of this Agreement, TAMC shall indemnify, keep and save harmless IBEW, its officers, designated agents, and employees against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by TAMC, arising out of a negligent or intentional act or omission of TAMC or its officers, employees, or designated agents and TAMC shall, at its own expense, pay all reasonable attorneys' fees and all costs and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against IBEW or any or its officers, designated agents, or employees in any such action, TAMC shall at its own expense, satisfy and discharge the same.

7. Hold Harmless Agreement from IBEW to TAMC.

In the performance of this Agreement, IBEW shall indemnify, keep and save harmless TAMC, its officers, designated agents, and employees against all suits or claims that may be based on any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of the performance of this Agreement by IBEW, arising out of a negligent or intentional act or omission of IBEW or its officers, employees, or agents and IBEW shall, at its own expense, pay all reasonable attorneys' fees and all costs other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against TAMC or any or its officers, designated agents, or employees in any such action, IBEW shall at its own expense, satisfy and discharge the same.

8. Force Majeure.

This Agreement may be suspended upon written notification of one party to the other when cause beyond the control and without the fault or negligence of the party giving notice irrevocably disrupt or render impossible that party's performance of this Agreement.

9. Audit and Records.

Each party to this Agreement shall maintain books, accounts, records and data related to this Agreement in accordance with federal and/or state requirements and shall maintain those books, accounts, records and data for not less than three (3) years after expiration or termination of this Agreement. For the duration of the Agreement, and for a period of three (3) years thereafter, either party's representatives and representatives of the California Department of Transportation, the Auditor General of

the State of California shall have the right to examine these books, accounts, records, data, and other information relevant to this Agreement for the purpose of auditing and verifying statements, invoices, bills, and revenues pursuant to this Agreement.

10. Notice.

Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):


- A. TRANSPORTATION AGENCY FOR MONTEREY COUNTY Debra L. Hale, Executive Director, 55B Plaza Circle Salinas, California 93901
- B. INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS LOCAL #234 Andy Hartmann, President / Organizer, 10300 Merritt Street, Castroville, California 95012

11. Exhibits. The following Attachments are hereto incorporated by reference:

- A. Attachment 1 – Project Description, Budget, and Schedule
- B. Attachment 2 – Special Grant Conditions

IN WITNESS WHEREOF, TAMC and IBEW execute this agreement as follows:

TAMC

By 

Debra L. Hale
Executive Director

Dated: 1/13/11

Approved as to form:

TAMC Counsel



Dated: 12/20/2010

IBEW

By _____

Andy Hartmann
President / Organizer

Dated: _____

Approved as to form:

IBEW Counsel

Dated: _____

ii. INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS
LOCAL #234 Andy Hartmann, President / Organizer, 10300 Merritt Street,
Castroville, California 95012

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- A. Attachment 1 – Project Description, Budget, and Schedule
- B. Attachment 2 – Special Grant Conditions

IN WITNESS WHEREOF, TAMC and IBEW execute this agreement as follows:

TAMC

By

Debra L. Hale
Executive Director

Dated:

Approved as to form:

TAMC Counsel

Dated:

IBEW

By

Andy Hartmann
President / Organizer

Dated: 11/15/2010

Approved as to form:

IBEW Counsel

Dated:

11-15-10



ATTACHMENT 1 - PROJECT DESCRIPTION, BUDGET AND SCHEDULE

FY2010-2011 AB2766 Motor Vehicle Emissions Reduction Program

A. Public Agency Applicant: TAMC

B. Amount of Other Funds Secured: _____ (\$ 23,100 or more).

C. Budget: AB2766 Grant Amount: \$ 38,500.

Total Project Cost: \$ 61,600.

D. Project Title: Regional EV Charging Stations.

E. Project Schedule and Activity List : *(The Project shall be completed within two years)*

Start Date: _____ End Date: _____ . Duration: _____ .

Activity List: *List each distinct task, phase or activity needed to implement this funded project:*

Activity #1: _____

Activity #2: _____

Activity #3: _____

Activity #4: _____

Activity #5: _____

Table F. AB2766 Funds: Expenditure Schedule

Show ONLY AB2766 grant funds in Table F.

Check type of Period:

Total must equal AB2766 request shown in §C

Quarterly
 6 Mos.
 Annual

Activity #	1st Period Ends _____	2nd Period Ends _____	3rd Period Ends _____	4th Period Ends _____	TOTAL AB2766
1.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
3.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
4.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____	\$ 38,500

Table G. All Funding Sources: Total Project Budget

IMPORTANT: Show Secured Other Funds for Grant Admin in Column 2. Column 4 total must equal Total Project Cost in C above.

	1. AB2766 Grant Funds	2. Secured Other Funds	3. TOTAL All Funding for Project
Table G	<u>Grant</u>	<u>Secured Now</u>	<u>Total</u>
Equipment	\$ _____	\$ _____	\$ _____.
Other capital	\$ _____	\$ _____	\$ _____.
Personnel	\$ _____	\$ _____	\$ _____.
Other operating	\$ _____	\$ _____	\$ _____.
Grant Administration	\$XXXXXX	\$ _____	\$ _____.
All Costs, Total	\$ 38,500	\$ _____	\$ _____.

Project: 11-04: Regional EV Charging Stations
Grantee Agency: TAMC

Table H. Sources and Status of Other Funding

STATUS CODES

Check one status code for each source:

S = Secured funds: Grantee attests these funds are NOW secured.
P = Previous AB2766 funds secured and available for this project.

<u>Source</u>	<u>Amount</u>	<u>S</u>	<u>P</u>
1. _____	\$ _____	—	—
2. _____	\$ _____	—	—
3. _____	\$ _____	—	—
4. _____	\$ _____	—	—
6. _____	\$ _____	—	—
Total: \$ _____		(\$ 23,100 or more).	

Include All Prior AB2766 Grant(s) for this same project, IF ANY: \$
Prior AB2766 Grant Agreement number (s), IF ANY: None

I. Monitoring Program:

a. Travel or other activity measurements to be collected: *Describe each:*

- Measure 1: Fee amount collected, if any
- Measure 2: charging duration
- Measure 3: energy use
- Measure 4: User county of residence

b. Type of Data Collection (Counts, surveys, logs, etc.): Data log of each charger

c. Frequency and source of collection for each measure: Data log of each charger

J. Contacts:

List contact information for the primary grantee reimbursement and/or Project Manager, if different, and for the implementation entity, if different.

Primary Contact Name:

Mail address:

Telephone: _____ Fax: _____ E-Mail: _____

Reimbursement Contact Name (If different):

Mail address:

Telephone: _____ Fax: _____ E-Mail: _____

Implementing Entity Name: Electrical Contractor/ Charging Station Vendor.

Project: 11-04: Regional EV Charging Stations
Grantee Agency: TAMC

J. District-Prepared Emissions and Cost-Effectiveness (C/E) Calculations:

Project Life: 2 year(s). *Note: default value may be used for project life.*

Values shown only if direct emissions projects were scored for this grant award.

Greenhouse Gas Emissions

CO₂e: .0 Tons over the project life. *Note: GHG tons are not used in C/E.*

Ozone Precursor Emissions over Project Life

NO_x: .0 Tons

ROG: .0 Tons

Exhaust PM10: .0 Tons

Other PM10: .0 Tons

Total: .0 Tons, over the project life

Weighted Total : .0 Tons, over the project life.

Note: Exhaust PM10 weighted by 20.

Reduction in Vehicle Miles Traveled (VMT)

VMT: .0 million Vehicle Miles Traveled over the life of this project.

Grant Cost-Effectiveness (C/E):

Total: \$ per ton. *Equals the grant amount, plus any prior AB2766 grant amount(s) for this same project, divided by the total lifetime tons of ROG, NO_x and PM10 emissions, with the exhaust PM10 reductions weighted (multiplied) by 20.*

ATTACHMENT 1 (Cont.) - PROJECT NARRATIVE
FY2010-2011 AB2766 Motor Vehicle Emissions Reduction Program
See instructions in Attachment 4

Project: 11-04: Regional EV Charging Stations
Grantee Agency: TAMC

Project Narrative/Scope of the Grant-Funded Project

Install and operate seven public access level II EV charging stations (240 VDC) with two or more sockets, at a location to be approved by the District, and publicize the stations' availability, location and occupancy on the web and in other media. A network of publicly available fast charge stations would encourage greater purchase and use of EVs, thereby reducing emissions. Grantee should seek to demonstrate how the project induced greater use of EVs in final report.

This concludes Attachment 1

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ATTACHMENT 2: SPECIAL GRANT CONDITIONS
FY2010-2011 AB2766 Motor Vehicle Emissions Reduction Program
Prepared by District

Project: 11-04: Regional EV Charging Stations
Grantee Agency: TAMC

The special conditions in this Attachment take precedence over any conflicting terms and conditions elsewhere in this Agreement. Any special conditions included in the District Board award of this grant are listed immediately below:

- Prior to implementation, District staff shall approve site(s) for charging stations.

The special conditions checked below are also included in this Attachment:

1. Monitoring data shall be collected twice: once before project implementation and again one year after project is fully implemented, with both data reported in the Final Report.
2. Failure to collect "before" data will invalidate the Final Report.
3. Monitoring measures shown in Attachment 1 will be reported in the Final Report and in the annual report, if applicable.
4. Vehicles purchased in whole or part with District grant funds (vehicles) must meet or exceed applicable current standards established by the California Air Resources Board.
5. Prior to payment of the final ten percent of the invoiced grant amount, a Final Report satisfactory to the District must be submitted to the District.
6. The Final Report shall cover the first full year of use, and shall include all activity monitoring data required in Attachment 1, Section 1.
7. Bicycle count data required to be included in the Final Report include: AM, Noon and PM peak period counts of separately tabulated directional bicycle and pedestrian traffic, plus directional Average Daily Traffic (ADT) counts taken on the same day on the nearest parallel roadway,
8. Counts shall be taken twice, once before the project is implemented and once after a year has elapsed after the Project is operational.
9. "Before" counts shall be taken before the Project is operational.
10. "Before" and "after" counts shall both be taken when schools are in session, and on Tuesday through Thursday during the same month.
11. All bicycle count data must be taken at or near one end of Project, and must be taken at the same location for "before" and "after" counts.
12. Photographs of the completed Project shall be included in the Final Report.
13. For the Project life shown in this Agreement, any capital, equipment and vehicles whose purchase price paid was 50% or more of total cost by this grant (hereinafter "funded equipment") shall not be sold or transferred without written permission of the District.
14. If requested by District, Grantee shall conspicuously affix a decal to the grant-funded equipment, provided by District, identifying the District as a source of funding for the equipment.
15. Prior to reimbursement of more than 35% of this grant, a District representative shall inspect the funded equipment.

16. _____ Prior to reimbursement of more than 90% of this grant, any diesel engine in any equipment replaced or repowered by this grant must be made inoperable or scrapped in a manner acceptable to, and inspected by, District.
17. X Legal title to AB2766 grant-funded vehicle(s) shall be in the name of the Grantee and Grantee shall be solely responsible for liability insurance, maintenance, use and operation of grant-funded equipment in accord with the project narrative included herein, and any manufacturer's recommendations for the Project life shown in Attachment 1 of this Agreement.
18. X If funded equipment is sold before the end of the Project life specified in this agreement, Grantee promises to return a proportionate share of all sale proceeds to the District, said share being the percentage of the original purchase price funded by AB2766 funds.
19. _____ Emissions reductions and other characteristics of the Project specified in this Agreement are for the entire Project, and not for any separate phase or task.
20. X Grantee hereby promises to complete the funded Project within five years of the date the first grant funds were awarded to this same project by the District Board.
21. X All documents produced whether in print, audio-visual, or electronic format (e.g. printed publications, radio and television announcements, or web-based information) shall include the following statement: "Funded by [or in part] by the Monterey Bay Unified Air Pollution Control District".
22. X An identifying District logo supplied by the District shall be attached to, superimposed upon, or printed on materials produced with grant funding.
23. X District shall retain exclusive and irrevocable copyright over all materials developed or produced solely with AB2766 grant funding under this Agreement.
24. X Grantee shall incorporate these Special Conditions in all subcontracts or purchase orders used to implement the project if to be funded with AB2766 funds.
25. X All documents produced in print or electronic format shall include the following: "© Monterey Bay Unified Air Pollution Control District".
26. X Any identifying trademarks or logos attached to, superimposed upon or printed on any grant-funded publications shall include the District logo.
27. X Any grant-funded publications solely funded by this AB2766 grant shall not contain identifying trademarks or logos printed, attached to, or superimposed upon such publications, other than the logos or identifying marks of the Grantee and/or District.

This concludes Attachment 2.