

Attachment 1

APCD Grant Agreement

GRANT AGREEMENT

between

**The Santa Barbara County Air Pollution Control District and
County of Santa Barbara [AP212231]**

This Grant Agreement is made this ____ day of _____ 2022, between the Santa Barbara County Air Pollution Control District, hereinafter referred to as "DISTRICT," and County of Santa Barbara, hereinafter referred to as "GRANTEE".

RECITALS

WHEREAS, DISTRICT is a county air pollution control agency with the primary responsibility for preparing and implementing air quality attainment plans and measures to achieve and maintain state and federal ambient air quality standards in the County of Santa Barbara as mandated by the California Clean Air Act and Federal Clean Air Act;

WHEREAS, Santa Barbara County is designated as nonattainment for the state ambient air quality standard for particulate matter less than 10 microns in diameter ("PM₁₀") and, effective July 1, 2020, Santa Barbara County is designated as attainment for the state ambient air quality standard for ozone;

WHEREAS, oxides of nitrogen ("NO_x") and reactive organic compounds ("ROC") are precursors to the formation of ozone, and PM₁₀ from diesel-fueled engines has been classified as a Toxic Air Contaminant, and the generation of NO_x, ROC, and PM₁₀ from internal combustion engines used in on-road and off-road motor vehicles and other equipment are a significant contributor to Santa Barbara County's total emissions of these pollutants;

WHEREAS, DISTRICT has funds provided by the California Air Resources Board (CARB) and the California Department of Motor Vehicles (DMV) vehicle registration fee surcharge program, and wishes to utilize a portion of these funds to achieve emission reductions through a District Board-approved grant program;

WHEREAS, CARB is an intended third-party beneficiary for the purposes of this Grant Agreement and, as such, CARB reserves the right to enforce the terms of this Grant Agreement to ensure emission reductions are obtained;

WHEREAS, DISTRICT is interested in encouraging the demonstration and implementation of low- or zero-emissions programs under cooperative agreements with government, industry, and local businesses;

WHEREAS, GRANTEE has submitted a proposal to purchase and install twenty single port Level 2 electric vehicle charging stations, which meets the requirements of the applicable CARB Guidelines and, therefore, is eligible to receive funds from DISTRICT for this Infrastructure project;

WHEREAS, GRANTEE represents it is highly qualified and experienced in its professional field, is able to perform the activities described in the Scope of Work attached to this Grant Agreement as Attachment A, and will not commence these activities until this Grant Agreement is fully executed;

WHEREAS, DISTRICT or its agents has reviewed and decided to fund GRANTEE's proposal at an amount determined by the Air Pollution Control Officer; and

WHEREAS, DISTRICT Board of Directors has delegated authority to the Air Pollution Control Officer to execute certain grant agreements and make certain modifications and this Grant Agreement falls within that delegation authority.

NOW, THEREFORE, in consideration of the mutual promises and conditions listed below, it is hereby agreed between DISTRICT and GRANTEE as follows:

GRANT TERMS AND CONDITIONS

1. Obligations to be Performed Under this Grant Agreement.

Within the time specified in Section 2 (Time of Performance), GRANTEE shall perform all of the obligations described in this Grant Agreement and set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated herein by this reference.

GRANTEE agrees to furnish all labor, materials, equipment, required licenses, permits, fees, and other appropriate legal authorization from all applicable federal, state, and local jurisdictions necessary to perform and complete, per schedule and in a professional manner, the obligations described herein.

2. Time of Performance.

- a) **Project Completion:** This Grant Agreement shall commence on the date of signing by GRANTEE and DISTRICT (either the Board of Directors or the Air Pollution Control Officer). GRANTEE shall have the electric vehicle charging stations (hereinafter "Clean Air Project") as described in Attachment A (Scope of Work), purchased, installed, operational, and inspected by DISTRICT within 365 days of the effective date of this Grant Agreement. The date for project completion may be extended, in writing, by the Air Pollution Control Officer for good cause.
- b) **Project Implementation:** The project life for this Grant Agreement shall commence on the date of DISTRICT inspection of the completed Clean Air Project and shall continue for at least three (3) years, unless terminated sooner in accordance with Section 15 (Termination).

3. Grant Funding.

DISTRICT hereby agrees to provide funds to GRANTEE in the amount not to exceed **\$74,000** toward the purchase of the Clean Air Project. GRANTEE shall invoice DISTRICT in accordance with the schedule specified in Attachment B (Grant Invoice Payment Schedule). GRANTEE shall provide DISTRICT any information necessary to verify the accuracy of the invoice and all eligible and ineligible costs. DISTRICT will pay GRANTEE within thirty (30) days of receipt of GRANTEE's invoice. All invoices or other payment documents must include the assigned DISTRICT Grant Agreement number. Failure to properly reference this contract number may result in a delay of payment.

GRANTEE shall not submit another application or sign another contract to receive funding from any other source for the same specific Clean Air Project covered by this Grant Agreement, other than any loan application or loan contract necessary to fund GRANTEE's cost share

obligation for the project.

4. Matching Funds.

GRANTEE shall provide matching funds, as described in Attachment A (Scope of Work), as a condition of receiving this grant from DISTRICT. Failure to provide such funds shall be, at the discretion of the Air Pollution Control Officer, grounds for termination of this Grant Agreement. Upon such termination GRANTEE shall, within 14 days of termination, return any grant funds received from DISTRICT under this Grant Agreement.

5. Non-Partnership.

This Grant Agreement is not intended by the parties to constitute or create a joint venture, pooling arrangement, or formal business organization of any kind. The rights and obligations of the parties shall be only those expressly set forth herein.

6. Status of GRANTEE.

GRANTEE and GRANTEE's subcontractors shall perform all services under this Grant Agreement as independent contractors and not as employees, officers or agents of DISTRICT.

7. Records.

GRANTEE shall keep, and provide to DISTRICT or its agents and CARB or its agents, upon request, accurate financial records (including invoices and published price lists on which this Grant Agreement was based) as necessary to enable DISTRICT and CARB to review GRANTEE's performance of this Grant Agreement. These records shall demonstrate that the grant funding has been used for the purchase of the Clean Air Project described in Attachment A (Scope of Work). GRANTEE shall maintain all such records for at least three (3) years after the termination of this Grant Agreement.

8. Grant Reporting.

GRANTEE shall submit report(s) to DISTRICT in accordance with the schedule and format specified in Attachment C (Grant Narrative Reports Format). Should GRANTEE fail to submit these reports to DISTRICT, GRANTEE shall make the Clean Air Project available for an audit inspection by DISTRICT or CARB for the term of the Grant Agreement. An audit inspection shall not relieve GRANTEE of its obligation to submit all required reports.

9. Audit and Review.

DISTRICT or its agents and CARB or its agents shall have the right to audit the Clean Air Project and review the associated records identified in Section 7 (Records), maintained by GRANTEE pursuant to the terms of this Grant Agreement, to the extent necessary to verify that the grant funding has been used in accordance with the terms of this Grant Agreement. Any such audit and review will be conducted by DISTRICT, or its agents, or CARB auditors or, at GRANTEE's option and expense, by a mutually acceptable third-party accounting firm.

10. Indemnification.

GRANTEE shall defend, indemnify and save harmless DISTRICT, and CARB, their officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Grant Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any

act or omission to act on the part of GRANTEE or their agents or employees or other independent contractors directly responsible to them; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting solely from the negligence or willful misconduct of DISTRICT.

11. Nondiscrimination Clause.

GRANTEE shall abide by the Unlawful Discrimination Ordinance, Article XIII of Chapter 2 of the Santa Barbara County Code, which is attached hereto as Attachment D (County of Santa Barbara Unlawful Discrimination Ordinance) and incorporated herein by this reference, and any subsequent amendments to the Unlawful Discrimination Ordinance.

12. Title to Clean Air Project.

Title to, and risk of loss, of the Clean Air Project shall at all times vest in and with GRANTEE. GRANTEE acknowledges that DISTRICT did not supply, design or manufacture the Clean Air Project or any of its components. This Clean Air Project is commercially manufactured and sold by a manufacturer determined by GRANTEE. If the Clean Air Project includes funding for services, the contractor for services was determined by GRANTEE in a manner consistent with the applicable funding guidelines. DISTRICT specifically disclaims all warranties, express and implied, including the implied warranties of merchantability and fitness for the intended purpose, as to the Clean Air Project, any test equipment, field tests, or services rendered by contractor(s). In no event shall DISTRICT be liable to GRANTEE or any third party for any direct, indirect, consequential, special, incidental, or punitive damages for the design, manufacture, operation, maintenance, performance, or demonstration of the Clean Air Project under any theory, including but not limited to, tort, contract, breach of warranty, or strict liability.

13. Rights to Emission Reductions.

GRANTEE affirmatively certifies to DISTRICT that the project described in Attachment A (Scope of Work) is not required by any local, state and/or federal rule, regulation or Memorandum of Understanding currently in effect GRANTEE transfers and conveys to DISTRICT all rights and claim to ownership of the emission reductions achieved through the installation and operation of the Clean Air Project funded by the Grant Agreement. GRANTEE shall not use or attempt to use the emission reductions achieved by the Clean Air Project as emission reduction credits. GRANTEE hereby fully and completely relinquishes such rights for the useful life of the Clean Air Project.

14. Disposal of Replaced Engine, Equipment, or Vehicle.

If the applicable funding guidelines require destruction of existing equipment, GRANTEE shall not use, or allow the use of, the existing engine, equipment, or vehicle being replaced with the Clean Air Project. In addition, GRANTEE shall not sell, gift, or otherwise transfer ownership of the replaced engine, equipment, or vehicle to another party for operation. If requested by DISTRICT, GRANTEE shall dispose of the replaced engine, equipment, or vehicle according to the applicable funding guidelines and within 60 days after completing the Clean Air Project. If requested by DISTRICT, GRANTEE shall within 10 days of disposal provide written notice to DISTRICT stating the engine, equipment, or vehicle's serial number, the date of disposal, the location of the engine, and the method by which the engine was rendered unusable. If GRANTEE fails to properly dispose of the replaced engine, equipment, or vehicle, GRANTEE shall return the funds provided by DISTRICT for the Clean Air Project. GRANTEE shall notify DISTRICT if

they remove and retain ownership of parts from the replaced engine, equipment, or vehicle, however, the engine, drive train and frame from the replaced project must be disposed of as described herein.

15. Termination.

- a) DISTRICT. The DISTRICT may, in its sole discretion, terminate this Grant Agreement for convenience by giving thirty (30) days prior written notice to GRANTEE. GRANTEE shall not incur any unnecessary expenses or costs that are reimbursable under this Grant Agreement during this period except those absolutely necessary to close out all activities related to the Grant Agreement. Any other charges incurred by GRANTEE during this period will not be compensated by DISTRICT unless approved in writing by the Air Pollution Control Officer.

The DISTRICT may also terminate this Grant Agreement for cause should GRANTEE default in the performance of this Grant Agreement or materially breach any of its provisions. Such termination shall be by written notice and shall be effective upon receipt by GRANTEE. DISTRICT may seek whatever legal, equitable, and other remedies available under State law for GRANTEE's failure to comply and fully perform under the Grant Agreement.

- b) GRANTEE. GRANTEE may terminate its obligation to operate the Clean Air Project funded under this Grant Agreement for good cause provided that, if requested by the Air Pollution Control Officer, GRANTEE shall reimburse DISTRICT for the Grant funding specified in Section 3 (Grant Funding), as follows:

<u>Termination Date</u>	<u>Reimbursement Due to DISTRICT</u>
Prior to operation	100 percent of grant funding
Operation to 20% of project life expended	90 percent of grant funding
21% to 40% of project life expended	70 percent of grant funding
41% to 60% of project life expended	50 percent of grant funding
61% to 80% of project life expended	30 percent of grant funding
81% to 100% of project life expended	10 percent of grant funding
After 100% of project life expended	0 percent of grant funding

The project life starts the day of Project Completion and is determined by the Project Implementation year value referenced in Section 2 (Time of Performance). GRANTEE'S notice of termination shall be in writing and shall be effective upon completion of the terms of Section 15 (Termination). Such notice shall terminate GRANTEE's obligation under Section 1 (Obligations to be Performed Under this Grant Agreement) and Section 2 (Time of Performance) of this Grant Agreement.

16. Conflict of Interest.

GRANTEE understands and acknowledges that the funds awarded under this Grant Agreement may only be awarded to GRANTEE in compliance with the requirements of the California Political Reform Act ("PRA"), California Government Code Section 87100 *et seq.* GRANTEE understands and acknowledges that the PRA prohibits any public official from participating in any governmental decision in which the public official knows they have a financial interest.

For the purposes of this provision, a “public official” is any person employed at DISTRICT or any other public official of DISTRICT or County of Santa Barbara who participated in the negotiation or making of this Grant Agreement.

For the purposes of this provision, “GRANTEE” includes GRANTEE and GRANTEE’s subcontractors and employees, business associates and business partners (including all personnel named in GRANTEE’S proposal) who will receive a financial benefit from this Grant Agreement as defined in the PRA.

GRANTEE represents and warrants that a “conflict of interest” as defined in the PRA did not exist during the process that led to the award of this Grant Agreement.

GRANTEE shall disclose any conflict of interest to DISTRICT in writing prior to execution of this Grant Agreement. The DISTRICT may, in its sole discretion, decline to award or may terminate the grant to GRANTEE if a conflict of interest existed prior to the full execution of this Grant Agreement. Failure of GRANTEE to comply with this provision shall be a material breach of this Grant Agreement and shall, at the DISTRICT’s discretion, result in a total forfeiture of all Grant funds received under this Grant Agreement. GRANTEE shall also be liable to DISTRICT for treble damages of the amount of the Grant and DISTRICT’s reasonable attorney’s fees in any litigation necessary to enforce this provision.

17. Taxes.

GRANTEE shall be responsible for payment of all taxes due as a result of the Grant Agreement. GRANTEE shall provide DISTRICT with their Federal Tax Identification Number or Social Security Number prior to DISTRICT payment of grant funds.

18. Program Information and Logos.

At the option of DISTRICT or its agents, GRANTEE shall allow the placement of a DISTRICT logo on project facilities or equipment. The placement design, style and color will be determined by DISTRICT or its agents.

19. Public Education.

GRANTEE, upon request of DISTRICT or its agents, will participate in and assist with a one-day public education and demonstration concerning GRANTEE's project. GRANTEE will allow reasonable access by DISTRICT or its agents, and the public, to project facilities and equipment during this demonstration.

20. Remedies Not Exclusive.

No remedy herein conferred upon or reserved to DISTRICT is intended to be exclusive of any other remedy or remedies and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. Publication.

DISTRICT or its agents shall have the right of prior written approval of any document that shall be disseminated to the public by GRANTEE in which GRANTEE utilized information obtained from DISTRICT in connection with performance under this Grant Agreement.

Information, data, documents, or reports developed by GRANTEE for DISTRICT, pursuant to the Grant Agreement, shall be part of DISTRICT's public record. GRANTEE may use or publish,

at its own expense, such information provided to DISTRICT. The following acknowledgment of support and disclaimer must appear in each document disseminated, whether copyrighted or not, and based upon the work performed under this Grant Agreement.

"This report was prepared as a result of work sponsored by the Santa Barbara County Air Pollution Control District (SBCAPCD). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of SBCAPCD. SBCAPCD, its officers, employees, contractors, and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report. SBCAPCD has not approved or disapproved this report, nor has SBCAPCD passed upon the accuracy or adequacy of the information contained herein."

GRANTEE shall inform its officers, employees, and subcontractors involved in the performance of this Grant Agreement of the restrictions contained herein and require compliance with the above publication terms.

22. Waivers.

The waiver by either party to this Grant Agreement of any term, covenant, or condition of this Grant Agreement or of any provision, ordinance, or law, shall not be deemed to be a continuing waiver of such term, covenant, condition, or law, or of any subsequent breach or violation of the same, or of any other term, covenant, ordinance of law.

23. Amendment.

This Grant Agreement may only be amended in writing executed by DISTRICT Board and GRANTEE or, where authorized by the DISTRICT Board, by the Air Pollution Control Officer and GRANTEE.

24. California Law to Apply.

This Grant Agreement shall be construed under and in accordance with the laws of the State of California. All obligations created under this Grant Agreement are performable in California.

25. Non-Assignment.

This Grant Agreement shall not be assigned by GRANTEE without the prior written consent of the Air Pollution Control Officer. In the event GRANTEE desires to sell, lease, or otherwise transfer the Clean Air Project, GRANTEE shall promptly notify DISTRICT and shall provide the potential buyer or other transferee with a copy of this Grant Agreement. The buyer or other transferee must agree in writing to abide by the terms of this Grant Agreement prior to GRANTEE closing any such sale, lease or other transfer.

26. Grant Agreement Integrated.

This Grant Agreement represents the entire and integrated Grant Agreement between the DISTRICT and GRANTEE and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Grant Agreement that is not contained herein shall be valid or binding.

27. Conflicts Between Grant Agreement and Incorporated Attachments.

With the exception of the County of Santa Barbara 's Unlawful Discrimination Ordinance, to the extent that any provisions in any of the other attachment(s) that are incorporated into this Grant

Agreement by reference, conflict with any provision contained in this Grant Agreement, the provision of this Grant Agreement shall take precedence and govern.

28. Provisions Required by Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Grant Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or is not correctly inserted, then upon application of either party, this Grant Agreement shall forthwith be physically amended to make such insertion or correction.

29. Unusual Circumstances.

The parties shall be excused from performing their respective obligations under this Grant Agreement in the event they are prevented from performing so by reason of circumstances beyond their control, including, but not limited to, strikes and other labor disputes, wars, civil commotion, natural calamity, pandemic, fire, equipment breakdown or failures. In the event of any delay described above, the time for performance may be extended by mutual agreement for a period equal to the length of the delay.

30. California Air Resources Board as Third-Party Beneficiary.

GRANTEE acknowledges that CARB Funds or California DMV vehicle registration fee surcharge program funds have been provided for this Grant Agreement by the State of California through the administration and oversight of CARB. CARB shall be a third party beneficiary for the purposes of this Grant Agreement and, as such, CARB shall have the right to enforce the terms of this Grant Agreement, including seeking whatever legal, equitable and other remedies are available under State law for GRANTEE's failure to fully perform under this Grant Agreement.

31. Point of Contact.

All notices referenced in this Grant Agreement shall be in writing and shall be given by first-class mail and/or via email and shall be addressed as follows, or at such other address or to such person that the parties may from time to time designate in writing:

GRANTEE

County of Santa Barbara
105 E Anapamu St., Room 108
Santa Barbara, CA 93101
Attn: Roy Hapeman
Energy Manager
rhapema@co.santa-barbara.ca.us
(805) 568-2628

DISTRICT

Santa Barbara County Air Pollution Control District
260 N. San Antonio Rd., Suite A
Santa Barbara, CA 93110
Attn: Alex Economou
Air Quality Specialist
EconomouA@sbcapcd.org
(805) 979-8333

32. Clean Air Project Installation and Maintenance.

For engine repower projects, the installation of the engine must be completed in a manner such that it does not void the engine warranty provided by the manufacturer and any remaining warranty provided by the equipment or vehicle manufacturer.

GRANTEE will maintain and operate equipment funded by the Clean Air Project according to manufacturer's specifications for the duration of the project life. GRANTEE will not modify or alter the equipment funded by the Clean Air Project in such a manner that would cause an increase in air pollution from the level in which the Clean Air Project equipment was configured from the manufacturer. If applicable, GRANTEE shall maintain a working hour meter or odometer as a means of calculating emission reductions and cost-effectiveness. If the hour meter or odometer fails, GRANTEE shall immediately notify DISTRICT and remains responsible for validating any hours or mileage not recorded by the hour meter or odometer. GRANTEE must either repair or replace the non-operating hour meter or odometer or provide other documentation of project operating hours or mileage acceptable to DISTRICT.

33. Clean Air Project Operating Area.

GRANTEE shall operate the Clean Air Project equipment in routine service within Santa Barbara County or California Coastal Waters adjacent to Santa Barbara, Ventura or San Luis Obispo counties, unless otherwise specified by the Air Pollution Control Officer.

34. On-Site Inspections and Audits.

GRANTEE shall allow DISTRICT, or its agents, and CARB or its agents to inspect the Clean Air Project equipment and associated records during the contract term. GRANTEE shall maintain and retain the project records for at least two (2) years after expiration of this Grant Agreement or three (3) years after final project payment, whichever is later.

35. Funds from Other Sources

GRANTEE must certify that they have disclosed all funding sources that they have applied for or received for the Clean Air Project and will notify DISTRICT of additional sources of funding received for the total cost of the project, including any sources that become available after contract execution

Clean Air Projects co-funded by GRANTEE must meet all criteria associated with each funding source used to fund the Clean Air Project.

If GRANTEE is not a public entity, GRANTEE must provide at least 15 percent of the Clean Air Project's eligible costs from non-public sources. This Grant Agreement prohibits GRANTEE from receiving grants and other funds that exceed the total cost of the Clean Air Project.

GRANTEE may receive funds from multiple air districts for the same Clean Air Project if these entities are coordinating to jointly fund portions of the project and the list of entities involved and funding provided are included in the Grant Agreement.

36. Compliance with Air Quality Regulations

GRANTEE certifies that their fleet, engine(s), equipment, or vehicle is in compliance with all applicable federal, state, and local air quality rules and regulations at time of contract execution. GRANTEE must maintain compliance with all applicable federal, state, and local air quality rules and regulations for the full term of the Grant Agreement.

37. Repercussions for Nonperformance

GRANTEE understands and agrees to operate the Clean Air Project equipment, including engine(s), mobile equipment, stationary equipment, or vehicle(s), according to the terms of the Grant

Agreement and to cooperate with DISTRICT and CARB in implementation, monitoring, enforcement, and other efforts to ensure that the emission benefits are real, quantifiable, surplus, enforceable.

Non-compliance with the Grant Agreement will subject GRANTEE to repercussions, including but not limited to, termination of the Grant Agreement and recapture of project funds according to Section 15 (Termination).

DISTRICT and CARB have the authority to seek any remedies available under the law for non-compliance with funding program requirements and non-performance with the Grant Agreement.

38. Debarment and Suspension

GRANTEE certifies to DISTRICT that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for participation in federal, state, or county government contracts. GRANTEE certifies that it shall not contract with a subcontractor that is so debarred or suspended.

39. Execution of Counterparts

This Grant Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

40. Prevailing Wage and Labor Compliance

GRANTEE agrees to comply with all of the applicable provisions of the California Labor Code pertaining to Public Works projects (Labor Code Sections 1720-1861) including those provisions requiring the payment of not less than the specified prevailing rates of wages as determined by the Director of the Department of Industrial Relations to workers employed in the performance of this Grant Agreement.

This Grant Agreement between Santa Barbara County Air Pollution Control District and County of Santa Barbara was executed in Santa Barbara County and is effective on the day and year first written above.

SANTA BARBARA COUNTY
AIR POLLUTION CONTROL DISTRICT,
STATE OF CALIFORNIA

ATTEST:

AERON ARLIN GENET
CLERK OF THE BOARD

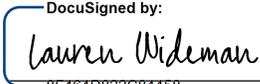
By: _____
Aeron Arlin Genet
Air Pollution Control Officer

By: _____
Deputy

Date: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

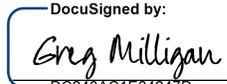
GRANTEE: COUNTY OF SANTA BARBARA

By:  _____
8F464D822C84458
District Counsel

By: _____
Joan Hartmann, Chair
Board of Supervisors

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

Date: _____

By:  _____
DC220AC1E64247D...
Risk Management

APPROVED AS TO ACCOUNTING FORM:
BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By:  _____
A99ED5BD71D04FB...
Deputy

ATTACHMENT A
SCOPE OF WORK

COUNTY OF SANTA BARBARA
General Services Department

Janette D. Pell
Director



Skip Grey
Assistant Director
Support Services Division

Vacant
Assistant Director
Support Services Division

Thomas Gresham
Assistant Director
ICT Division

Joseph Toney
Assistant Director
Finance/Admin. Division

2021 Clean Air Grants Program

Scope of Work for County of Santa Barbara

Santa Barbara County Air Pollution Control District
Attention: Alex Economou
260 North San Antonio Road, Suite A
Santa Barbara, CA 93110

The County of Santa Barbara proposes to install twenty single port Level 2 charging stations at the County's Santa Maria Betteravia Campus.

The Betteravia Campus is owned by the County and is located at 2115 Centerpointe Pkwy, Santa Maria, CA. The Campus has solar panels connected to a microgrid that will operate when PG&E's electrical grid is down. The Betteravia Campus consists of four County buildings that contain the Public Health, Administration, Social Services, and Probation departments. Ten of the charging stations will be available to the public and the remaining ten charging stations will be used by County employees and County fleet vehicles. The County is currently in the process of converting its fleet of gasoline cars to electric vehicles and has a need for more charging stations at this location. The charging stations estimated usage is 30,000 kWh annually throughout the term of the contract. The charging stations will be publicized on PlugShare as well as reported to the U.S. Department of Energy's Alternative Fuel Data Center's Station Locator. The EV charging stations will have dedicated parking spaces, with signage identifying the spaces as Electric Vehicle Charging Stations and two DOT legal signs will be put up by Public Works, showing the location of the charging stations.

Details of the proposed new charging stations are as follows:

- a. Equipment type: Level 2
- b. Manufacturer: PowerFlex Systems
- c. Model: PFS-EVSE-DX
- d. Number of ports: (20) single port charging stations

County of Santa Barbara is self-permitting and can obtain all required land use permits needed to install and operate the charging stations.

County of Santa Barbara agrees to commit to maintaining and operating the charging stations according to the manufacturer's recommendations for the entire grant term. The publicly accessible charging stations must maintain a 95 percent successful charging rate with 24/7 customer service available on site, via a toll-free telephone number. If at any point during the grant term the publicly accessible equipment is not functional, County of Santa Barbara is responsible for ensuring that repairs are made and the station is up and running within 48 hours and must notify the air district of any downtime beyond the 48 hours and work with the air district to ensure publicly accessible stations are operational. If at any point during the grant term the non-publicly accessible equipment is not functional, the County of Santa Barbara has fifteen business days to report the problem to the air district and begin working with the air district promptly to ensure infrastructure equipment is operational. If at any point during the project life, the fuel/energy meter fails for any reason, County of Santa Barbara agrees to repair or replace the fuel/energy meter as soon as possible.

The publicly accessible charging stations will at a minimum be accessible to the public daily during regular business hours unless there are unforeseen closures due to safety or security concerns or necessary maintenance.

The charging stations will comply with all applicable local, state and federal access requirements, including the Americans with Disabilities Act.

County of Santa Barbara agrees to provide matching funds for any residual equipment costs and installation labor costs not covered by the District grant funds under this grant agreement.

I verify that the information provided in this Scope of Work is true and accurate to the best of my knowledge.



Roy Hapeman
Energy Manager

3/9/22

Date

ATTACHMENT B
GRANT INVOICE PAYMENT

GRANTEE shall invoice DISTRICT as follows:

1. Not-to-exceed (NTE) total of \$74,000 upon delivery, installation, and demonstrated satisfactory operation of the Clean Air Project, as specified above in Attachment A (Scope of Work). DISTRICT will pay the lower of the grant agreement amount or the final invoice amount of eligible expenses.
2. Provide proof of destruction of replaced Clean Air Project equipment consistent with Section 14 (Disposal of Replaced Engine, Equipment, or Vehicle), if requested by DISTRICT.
3. Attach a copy of vendors' invoice to GRANTEE with proof of payment of the final invoice amount for the specified Clean Air Project, and include make, model number, model year, serial number, and itemized breakdown of all equipment purchased, and services rendered.
4. Attach a copy of Clean Air Project equipment manufacturers proof of warranty.
5. If requested by DISTRICT, attach proof of completing California Secretary of State Uniform Commercial Code form (UCC-1).
6. GRANTEE shall invoice DISTRICT for the project as specified above. GRANTEE shall attach the invoice information to a cover letter with GRANTEE's letterhead and include a reference to Grant Agreement AP212231. Invoice shall be submitted to DISTRICT staff listed in Section 31 (Point of Contact).

ATTACHMENT C
GRANT NARRATIVE REPORTS FORMAT

GRANTEE shall submit an annual narrative report to DISTRICT commencing no later than 18 months after post-inspection of the Clean Air Project and each subsequent year for the duration of the Grant Agreement identified in Section 2 (Time of Performance), as required by CARB. The purpose of these reports is to provide DISTRICT with feedback as to GRANTEE's experience with the Clean Air Project, to ensure the project is operational, and that the Clean Air Project's emission reductions and other benefits are realized. The reports shall include the following items:

1. Name, address, email, and telephone number of GRANTEE;
2. Make and model and location of project purchased;
3. Operating hours or mileage for the Clean Air Project for the most recent 12 months of operation;
4. Provide the estimated percentage change in operating expenses associated with the Clean Air Project;
5. Discussion of condition of Clean Air Project including any repairs, problems, or benefit with the Clean Air Project;
6. Any conditions (e.g., weather, permits) that significantly affected the annual usage of Clean Air Project from routine service;

ATTACHMENT D

COUNTY OF SANTA BARBARA UNLAWFUL DISCRIMINATION ORDINANCE

Sec. 2-94. - Exceptions.

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. No. 2946, § 1)

Sec. 2-95. - Prohibition of unlawful discrimination in employment practices.

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) respecting real property, goods and/or services entered into by the County of Santa Barbara including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any person in violation of any applicable state or federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex, color, national origin, physical or mental disability, Vietnam era veteran/disabled, age, medical condition, marital status, ancestry, sexual orientation, or other legally protected status. This right of termination extends to contracts entered into by the County of Santa Barbara or by its joint powers, agencies or agents so long as the county obtains the consent of those parties.

Such finding may only be made after contractor has had a full and fair hearing on notice of thirty days before an impartial hearing officer at which hearing contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the county. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contractor or agreement if any of the above procedures are not afforded to the contractor. If contractor is not found to have engaged in unlawful discriminatory practices, county shall pay all costs and expenses of such hearing, including reasonable attorneys' fees, to contractor in accordance with current Santa Barbara County Superior Court schedule of attorneys' fees for civil trials. If contractor is found to have engaged in such unlawful discriminatory employment practices, contractor shall pay all such costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse the county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not a signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

With respect to employment discrimination, employment practices shall include, but are not limited to, employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation or selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agents of the county. No records or copies of such records may be removed from the premises of contractor, and no disclosure, oral or written, of such record may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available to the hearing.

Failure to fully comply with any of the foregoing provisions shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or who have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 1; Ord. No. 4413, § 1)

Sec. 2-95.5. - Exceptions.

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

Sec. 2-96. - Purchase orders.

Purchase orders shall contain the following clause as grounds for termination of such purchase order. "If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the State Fair Employment Practice Commission or the Federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

Sec. 2-97. - Affirmative action officer.

At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for

action to the State Fair Employment Practices Commission or the Federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred or are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expenses related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara. (Ord. No. 2946, § 1)

Sec. 2-98. - Youth group anti-discrimination.

(a) Neither the County of Santa Barbara, nor any of its agencies, departments, affiliates, or political subdivisions over which it exercises jurisdiction, shall:

- (1) Deny any youth group equal access to, or fair opportunity to conduct meetings or other events at, or otherwise utilize any public facility;
- (2) Deny any youth group use permits or licenses regarding, or otherwise withhold from any youth group permission to use, any public facility; or
- (3) Otherwise discriminate against any youth group; on the basis of the membership or leadership criteria of such youth group.

(b) For purposes of this section, a public facility shall include any public forum, limited public forum, public property, or public area including any public building, park, beach, campground, or any other area controlled or operated by the County of Santa Barbara.

(c) For purposes of this section, a youth group means any group or organization intended to serve young people under the age of twenty-one. (Ord. No. 4434, § 1).