

# **GRANT AGREEMENT**

**between**

**San Luis Obispo County Air Pollution Control District**

**and**

**Paso Robles Joint Unified School District**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the SAN LUIS OBISPO COUNTY AIR POLLUTION CONTROL DISTRICT (APCD), an air pollution control district formed pursuant to the laws of the State of California and Paso Robles Joint Unified School District (Contractor).

## **WITNESSETH**

WHEREAS, APCD promotes emission reduction programs under cooperative agreements with eligible applicants to reduce public exposure to ozone precursors, toxic diesel particulate matter and greenhouse gases; and

WHEREAS, on January 24, 2018, the APCD Board of Directors (Board) authorized APCD to implement a first-come first-served incentive program that funds emission reduction projects under the SLO County Clean Air Incentive Program (Program) Request for Proposals (Board Business Item C-6); and

WHEREAS, on May 23, 2018, the Board authorized APCD to expand the current Program with additional funds, including funding from the California Air Resources Board (CARB) Community Air Protection Program, established in response to Assembly Bill (AB) 617 to help reduce air pollution exposure in disadvantaged and low-income communities (Board Business Item B-3); and

WHEREAS, APCD solicited qualifying Grant Proposals for Program funding through the issuance of a request for proposals for the Program and through public outreach workshops; and

WHEREAS, APCD staff evaluated submitted Grant Proposals using established evaluation criteria from the CARB Carl Moyer Program Guidelines (April 27, 2017), the Community Air Protection Incentives 2019 Guidelines (May 23, 2019) and Carl Moyer Program Advisories, mail-outs, CARB Board direction, and the CARB Funding Guidelines for Agencies that Administer California Climate Investments (August 2018) (collectively, the "Program Guidelines"); and

WHEREAS, Contractor has proposed a project that meets the eligibility criteria established by the Program Guidelines and has been approved by the APCD for funding; and

WHEREAS, Contractor represents that it is willing and able to perform the activities set forth herein and that it will benefit by receiving funds to help purchase new equipment resulting in lower emissions; and

NOW, THEREFORE, based on their mutual promises, covenants, and conditions, the parties hereby agree as follows:

## **1. PROJECT**

Contractor will perform all activities and work necessary to implement and complete the project set forth in the proposal which is incorporated herein as Exhibit A. Contractor agrees to furnish all labor, materials, equipment, licenses, permits, fees, and other incidentals necessary to perform and complete, per schedule, in a professional manner, the services described herein. Contractor represents that Contractor has the expertise necessary to adequately perform the project specified in Exhibit A.

In the event of any conflict between or among the terms and conditions of this Agreement, the exhibits incorporated herein, and the documents referred to and incorporated herein, such conflict will be resolved by giving precedence in the following order of priority:

- A. The text of this Agreement;
- B. Exhibits A, A1, B and B1 to this Agreement;
- C. The SLO County Clean Air Incentive Request for Proposals prepared by APCD; and
- D. The Program Guidelines identified in this Agreement.

Unless stricter compliance requirements are defined by Items A through C in the list above, then the project must comply with the requirements established in Item D.

## **2. PERIOD OF PERFORMANCE/TIMETABLE**

Contractor will ensure the work schedule and deadlines for performance identified in Exhibit A (Statement of Grant Obligations) are met unless this Agreement is terminated sooner as provided for elsewhere in this Agreement.

## **3. EQUIPMENT REQUIREMENTS**

**A. Installation:** Contractor warrants that the installation of the grant-funded equipment will be performed in a manner consistent with the manufacturer's specifications and such that it does not void the warranty(ies) provided by the manufacturer of the grant-funded equipment.

**B. Maintenance:** Contractor will maintain the grant-funded equipment per the manufacturer's written specifications and will conduct all routine maintenance and repair as needed. All components replaced as part of routine maintenance and/or repair must comply with the original installed grant-funded equipment configuration and manufacturer's specifications. Contractor will make maintenance logs for the grant-funded equipment available for APCD review

upon request by the APCD.

**C. Operation:** Contractor must operate the grant-funded equipment per the manufacturer's written specifications.

**D. Modification:** Contractor shall not modify the operational performance of the grant funded equipment without prior written agreement with the APCD.

**E. Promotional Decals:** If requested to do so by APCD, Contractor agrees to display up to two promotional decals, provided by the APCD, on the grant-funded equipment.

#### **4. PERFORMANCE**

Through the Project Implementation term (defined in Exhibit A) of this Agreement or any amendments to it, Contractor will operate and maintain the grant-funded equipment at the Maintenance & Operations Building at the Paso Robles Joint Unified School District located at 2910 Union Road in Paso Robles, California.

In the event that Contractor is required to make a repayment of grant funds pursuant to any provision of this Agreement, the repayment amount shall be equal to the total amount specified in Paragraph 6 ("Compensation"), below (or the actual grant funding amount, if less), less an amount equal to the ratio of the number of months that the grant-funded equipment was operated since the Project Completion, to the specified Project Implementation term, in months (specified in Exhibit A), times the actual grant funding amount. This amount is also described in the following repayment equation:

$$\text{Grant Repayment Amount} = A - ((B / C) * A)$$

Where:

A = Actual grant funding amount

B = Number of months that the grant-funded equipment was operated since the Project Completion; and

C = Total number of months in the Project Implementation term

## **5. RECORD KEEPING AND REPORTING**

**A. Records:** Contractor will keep, and provide to APCD, the CARB, the California Department of General Services (DGS), the California Department of Finance (DoF), the California State Auditor (CSA) or their designee(s), upon request, accurate financial records (including invoices and published price lists on which Agreement was based) necessary to enable the review of Contractor's performance of this Agreement. These records must demonstrate that the grant funding has been used for the purchase of equipment and/or provision of services as described in Exhibit A (Statement of Grant Obligations) to this Agreement. Contractor will maintain all such records for at least three (3) years from the expiration of the term of this Agreement or three (3) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

**B. Reports:** Contractor will submit report(s) to the APCD in accordance with the schedule and format specified in Exhibit B (Annual Grant Status Report Format) to this Agreement. To ensure accurate usage reporting, Contractor is required to maintain equipment (fuel or energy meter) necessary to determine usage. Contractor must document usage during a failure of such equipment and provide the APCD with that documentation with the Annual Usage Report.

## **6. COMPENSATION**

The total obligation of APCD under this Agreement will not exceed two hundred and fifty-five thousand nine hundred and seventy dollars and no cents (\$255,970.00), which is the maximum

award amount for this project allowed by the Program Guidelines. The award amount will not exceed 100% of all eligible actual project expenses.

**A. Payments:** Only expenditures incurred by Contractor in the direct performance of this Agreement can be reimbursed by APCD. Contractor will invoice the APCD in accordance with the schedule specified in Exhibit A.

Payments by APCD to Contractor for any services detailed in Exhibit A will be processed only after said services have been satisfactorily rendered, and after a written request and claim from Contractor for such payment has been received by APCD. Said written request will set forth the work completed in the claim period and must include copies of any and all invoices or financial records needed to verify that stated costs have been incurred by Contractor. Invoices and supporting records may be submitted to APCD no more often than once every three months, unless prior approval for a greater frequency has been given by APCD. Claims and all supporting documentation must be submitted to the San Luis Obispo County Air Pollution Control District, Planning Division, 3433 Roberto Court, San Luis Obispo, California 93401, Attention: Jackie Mansoor.

APCD will pay Contractor within thirty (30) calendar days after receiving a request for payment and verifying that services have been satisfactorily completed as detailed in Exhibit A and cited in the invoice.

The amount eligible to be paid to Contractor under this Agreement will include all sales and use taxes incurred pursuant to this Agreement, if any, including any such taxes due on grant-funded equipment purchased by Contractor.

**B. Surplus Funds:** Any part or all of a payment by APCD to Contractor, which is not utilized for any reason by Contractor to pay costs pursuant to the terms and conditions of this Agreement

and as detailed in a claim by Contractor, must be refunded by Contractor to APCD within 30 days after the end of the Project Completion term as defined in Exhibit A to this Agreement.

**C. Close-out Period:** All final claims for repayment must be submitted by Contractor to APCD within sixty (60) days following the final month of activities for which payment is claimed. No action will be taken by APCD on claims submitted beyond the 60-day close-out period.

**D. Source of Funds:** By signing this Agreement, Contractor affirms that they have disclosed to APCD all funding sources for the project proposed in Exhibit A to this Agreement, whether potential (funding applied for but not received) or actual (funding received); and that Contractor will notify the APCD of any additional sources of funding received for the project, including any sources that become available after execution of this Agreement. If the project is co-funded with another air district, CARB, any other public agency or any other source of public funds, Contractor understands and agrees that they must comply with all rules and criteria associated with each funding source used, that the sum of project funding from all sources may not exceed the total project cost, and that unless the Contractor is a public agency, no less than fifteen percent (15%) of the eligible expenses for the grant-funded equipment must be provided by non-public sources.

## **7. NON-ALLOCATION OF FUNDS**

Not applicable.

## **8. INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees, will at all times be acting and performing as an independent contractor and will act in an independent capacity and not as an officer, agent, servant,

employee, joint venturer, partner, or associate of APCD. Furthermore, except for requirements specifically stated in this Agreement, APCD will have no right to control, supervise or direct the manner or method by which Contractor will perform its work and function. APCD retains the right to administer this Agreement to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and APCD must comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof, including but not limited to rules and regulations of the CARB and the APCD. Contractor warrants that they are currently in compliance with all federal, state and local air quality rules and regulations and that they have no outstanding, unresolved or unpaid Notices of Violation or citations for violations of any such rules and regulations, and that they will maintain compliance with such rules and regulations for the entire term of this Agreement.

Because of its status as an independent contractor, Contractor has absolutely no right to employment rights and benefits available to APCD employees. Contractor is solely liable and responsible for providing to, or on behalf of, itself all legally required employee benefits. Contractor is solely responsible and holds APCD harmless from all matters relating to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to APCD or to this Agreement.

## **9. TERMINATION**

**A. Breach of Agreement:** APCD may immediately suspend or terminate this Agreement, in whole or in part, if Contractor breaches any of the provisions herein, including but not limited to:

1. An illegal or improper use of funds;



2. A failure to comply with any term of this Agreement;
3. A substantially incorrect or incomplete report submitted to APCD;
4. Improperly performed services; or
5. Contractor breaches any requirements of the Program Guidelines.

In no event will any payment by APCD constitute a waiver by APCD, the CARB or their designee(s) of any breach of this Agreement or any default which may then exist on the part of Contractor, nor will such payment impair or prejudice any remedy available to APCD, the CARB or their designee(s) with respect to the breach or default. APCD, the CARB or their designee(s) has the right to demand of Contractor the repayment to APCD of any funds disbursed to Contractor under this Agreement which in the judgment of APCD, the CARB or their designee(s) were not expended in accordance with the terms of this Agreement. Contractor must promptly refund any such funds upon demand.

In addition to immediate suspension or termination, APCD, the CARB or their designee(s) may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

**B. Without Cause:** Either party may terminate this Agreement at any time after giving the other party at least thirty (30) days advance written notice of intention to terminate. In such case, Contractor will be paid the reasonable value of all services, if any, satisfactorily rendered and actual, reasonable costs incurred up to the time of the termination. Upon such termination, all the work, if any, produced by Contractor must be promptly delivered to APCD. Additional terms and conditions may apply in the event of termination by Contractor, as identified in Paragraph 28.B ("Termination") of this Agreement.

## **10. MODIFICATION**

Any matters of this Agreement may be modified from time to time by the written consent of all the parties without in any way affecting the remainder.

#### **11. NON-ASSIGNMENT**

Neither party may assign, transfer, or subcontract this Agreement, nor their rights or duties under this Agreement, without the prior express, written consent of the other party.

#### **12. INDEMNIFICATION**

Contractor agrees to indemnify, save, hold harmless, and at APCD's request, defend APCD, its boards, committees, representatives, officers, agents, and employees from and against any and all costs and expenses (including reasonable attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in contract, tort, or strict liability, including, but not limited to, personal injury, death, and property damage) occurring or resulting to APCD which arises from or is related to any negligent, intentional, or wrongful acts or omissions of Contractor, its officers, agents, subcontractors, or employees in their performance of this Agreement.

#### **13. AUDITS AND INSPECTIONS**

**A. Availability for Inspections:** For the term of this Agreement plus three (3) years, Contractor will at any time during regular business hours, and as often as APCD, the CARB, the DGS, the DoF, the CSA or their designee(s) may deem necessary, make available to and permit said agencies to inspect and audit the grant-funded equipment and/or Contractor's records necessary to determine Contractor's compliance with the terms of this Agreement.

**B. Photographs:** Contractor understands that auditors and inspectors may be required to take photographs/videos to document equipment during project inspections or audits. Contractor grants the APCD, the CARB, the DGS, the DoF, the CSA or their designee(s) the irrevocable and

unrestricted right to photograph the grant-funded equipment, and to use and publish photos/videos for incentive program awareness efforts, editorials and similar purposes without compensation or restrictions.

APCD may request Contractor to be a subject in photos and/or videos with the grant-funded equipment. As the subject of these photos and/or videos, Contractor hereby grants the APCD, the CARB or their designee(s) the same irrevocable and unrestricted rights as stated in the previous paragraph, unless Contractor notifies APCD in writing, prior to the creation of such photos and/or videos, that they do not wish to be a subject in the photos and/or videos.

**C. Audits:** Contractor agrees that APCD, the CARB, the DGS, the DoF, the CSA or their designated representative(s) have the right to review and copy any records and supporting documents pertaining to the performance of this Grant Agreement and all state or local grant funds received, including but not limited to usage and maintenance logs for the grant-funded equipment, programmatic records, fiscal records, and supporting documentation, and the right to interview any employees who might reasonably be believed to have information related to such records or documentation. Contractor agrees to make said records, documents and employees available to auditors during normal business hours for the term of this Agreement plus three (3) years.

If, after audit, the auditors determine that funds provided to Contractor pursuant to this Agreement were not spent in conformance with this Agreement or any other applicable provisions of law, Contractor agrees to immediately reimburse to APCD all funds determined to have been spent not in said conformance.

**D. Record Retention:** Contractor will retain all records and data for activities performed under this Agreement for at least three (3) years from the expiration of the term of this Agreement,

or three (3) years from the date of final payment under this Agreement or until all state and federal audits are completed for that fiscal year, whichever is later.

**E. Authority to Enforce:** Contractor understands and agrees that the CARB, as a third-party beneficiary to this Agreement, has the authority and reserves the right to monitor and enforce the terms of this Agreement at any time during the term of this Agreement. The APCD, the CARB or their designee(s) may seek whatever legal, equitable and other remedies are available under State law for Contractor's failure to comply with the Program Guidelines or failure to fully perform under this Agreement.

#### **14. NOTICES**

The persons and their addresses having authority to give and receive notices under this Agreement are as follows:

**CONTRACTOR**

Brad Pawlowski  
Chief Business Officer  
Paso Robles Joint Unified School District  
800 Niblick Road  
Paso Robles, CA 93446

**APCD**

Gary E. Willey  
Air Pollution Control Officer  
San Luis Obispo County Air Pollution Control District  
3433 Roberto Court  
San Luis Obispo, CA 93401

Any and all notices between APCD and Contractor provided for or permitted under this Agreement or by law must be in writing and will be deemed duly served when personally delivered to one of the parties, or in lieu of such personal service, when deposited in the United States mail, postage prepaid, addressed to such party.

Contractor must notify the APCD in writing promptly, but in no event more than thirty (30) days after the occurrence of any of the following changes:

- A. Change in the contact name, address, city or state shown above;

- B. Change in the form of the organization (such as from an individual to a corporation);
- C. Change in Contractor's Chief Executive Officer, Chief Financial Officer, or other responsible parties;
- D. Sale or merger of Contractor's business;
- E. Governmental seizure of or levy upon the grant-funded equipment;
- F. Cessation of Contractor's business operations;
- G. A payment on any loan that is secured by the grant-funded equipment is more than 30 days past due;
- H. Contractor receives notice that the grant-funded equipment will be repossessed; or
- I. Bankruptcy of Contractor or any of its principals.

**15. POLITICAL ACTIVITY PROHIBITED**

None of the funds, materials, property, or services provided under this Agreement may be used for any political activity, or to further the election or defeat of any candidate for public office.

**16. LOBBYING PROHIBITED**

None of the funds provided under this Agreement may be used for publicity, lobbying, or propaganda purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.

**17. CONFLICT OF INTEREST**

No officer, employee, or agent of APCD who exercises any function or responsibility for planning and carrying out the services provided under this Agreement may have any direct or indirect personal financial interest in this Agreement. Contractor will comply with all federal and

state conflict of interest laws, statutes, and regulations, which are applicable to all parties and beneficiaries under this Agreement and any officer, agent, or employee of APCD.

#### **18. NONDISCRIMINATION**

During the term of this Grant Agreement, Contractor will 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. Contractor will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractor must 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 7285 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. Contractor will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

#### **19. PREVAILING WAGES AND LABOR COMPLIANCE**

Contractor agrees to be bound by all applicable provisions related to public works projects, including but not limited to, California Labor Code Sections 1720-1861 regarding the regulation of employment conditions and prevailing wages for public works projects. Contractor agrees to act at all time in conformity with all applicable local, state and federal laws, including, without limitation, all

applicable federal and state labor laws.

**20. GOVERNING LAW**

This Agreement will be governed in all respects by the laws of the State of California. Venue for any action arising out of this Agreement will only be in San Luis Obispo County, California.

**21. BINDING ON SUCCESSORS**

This Agreement, including all covenants and conditions contained herein, is binding upon and inures the benefit of the parties, including their respective successors-in-interest, assigns, and legal representatives.

**22. TIME IS OF THE ESSENCE**

It is understood that for Contractor's performance under this Agreement, time is of the essence. The parties reasonably anticipate that Contractor will, to the reasonable satisfaction of APCD, complete all activities provided herein within the time schedule outlined in the attachments to this Agreement, provided that Contractor is not caused unreasonable delay in such performance.

**23. NO THIRD-PARTY BENEFICIARIES OTHER THAN CARB**

Notwithstanding anything else stated to the contrary herein, it is understood that Contractor's services and activities under this Agreement are being rendered only for the benefit of APCD and CARB, and no other person, firm, corporation, or entity will be deemed an intended third-party beneficiary of this Agreement.

**24. SEVERABILITY**

In the event that any one or more of the provisions contained in this Agreement is for any reason held to be unenforceable in any respect by a court of competent jurisdiction, such holding

will not affect any other provisions of this Agreement, and this Agreement will then be construed as if such unenforceable provisions are not a part hereof.

## **25. TITLE TO EQUIPMENT**

Title to and risk of loss of equipment purchased with funds received through this Agreement will, at all times, vest in and with Contractor.

Contractor acknowledges that APCD did not supply, design or manufacture the equipment or any of its components. This equipment is commercially manufactured and sold by a manufacturer to be determined by Contractor. APCD specifically disclaims all warranties, express and implied, including the implied warranties of merchantability and fitness for the intended purpose, as to the purchased equipment, any test equipment or field tests. In no event will APCD be liable to Contractor 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 purchased equipment under any theory, including but not limited to, tort, contract, breach of warranty, or strict liability.

## **26. SECURITY INTEREST**

For the duration of the term of this Agreement, Contractor grants to APCD a security interest in the grant-funded equipment as identified in Exhibit A of this Agreement, and in all improvements, parts and accessories belonging to the equipment, and all substitutions, replacements, products, proceeds (such as insurance proceeds) and all accessions related to the equipment, to secure performance of all existing and future obligations of Contractor under this Agreement.

If Contractor obtains financing from a commercial lending company to finance Contractor's purchase of the grant-funded equipment, said commercial lending company will, at their request,



have a first-priority security interest in the equipment and the security interest of the APCD will be secondary and subordinate to that of the commercial lending company. In such case, if all obligations to the lending company are paid in full before the end of the term of this Agreement, then APCD will hold the first-priority security interest in the grant-funded equipment.

APCD will take the following steps to protect its financial interest in the grant-funded equipment: In the case of on-road vehicles or any vehicle titled through the California Department of Motor Vehicles (DMV) which is not subject to a written agreement between a lender providing financing for the grant-funded equipment and the APCD, APCD will be named as lien holder on the title of said vehicle for the duration of the term of this Agreement. Contractor agrees to cooperate with APCD and the DMV to promptly complete, sign and submit forms and documents and pay DMV fees as may be required to establish and maintain APCD as lien holder. In the case of Electric Vehicle (EV) charging equipment, off-road equipment or engines not titled through the DMV, APCD will perfect its lien against the grant-funded equipment through a UCC-1 financing statement filed with the Secretary of State of California, for the duration of the term of this Agreement.

## **27. RIGHTS TO EMISSION REDUCTIONS**

Contractor transfers and conveys to APCD or CARB under the CARB regulatory authority, for the term of this Agreement, all rights and claim to ownership of all emission reductions, including but not limited to ROG, NOx, PM, SOx, and GHGs, achieved through the project funded by this Agreement. Contractor hereby fully and completely relinquishes such rights for the term of this Agreement as specified in Exhibit A.

Throughout the term of this Agreement, Contractor will not use or attempt to use any emission reductions, including but not limited to ROG, NOx, SOx, and GHGs, that are achieved by this project to generate emission reduction credits or compliance extensions.

## **28. SPECIAL CONDITIONS**

**A. Agreement Completion:** The entire proposed project must be completed according to the schedule presented in Exhibit A, Statement of Grant Obligations. The APCD, at its discretion, may elect to extend the said schedule.

**B. Termination:** Contractor may terminate its obligation to perform the services described in Exhibit A of this Agreement and operate the grant-funded equipment for good cause, provided that, if requested by APCD, Contractor reimburses the APCD based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement. Notice of termination will be provided in writing and will be effective upon completion of the terms of this paragraph. Such notice will terminate Contractor's obligation under Paragraphs 1 ("Project") and 2 ("Period of Performance / Timetable") of this Agreement.

### **C. Replacement, Sale, Relocation, Damage or Failure of Grant-funded Equipment:**

**1. Replacement:** If for any reason the grant-funded equipment is replaced with different equipment during the term of this Agreement, Contractor will notify the APCD in writing within 30 days of such replacement. Contractor shall replace the grant-funded equipment with equipment that is functionally equivalent to the grant-funded equipment. All the terms and conditions of this Agreement will carry over to the replacement equipment. Depending on the duration of time that the equipment was out of operation for replacement, the APCD will determine if it is necessary to

extend the term of this Agreement to account for the time that the grant-funded equipment was out of service.

**2. Transfer of Ownership:** If ownership of the grant-funded equipment is to be transferred by Contractor (for example, by sale or gift) during the term of this Agreement, Contractor will notify the APCD of this fact in writing at least 15 days prior to listing or otherwise preparing for the transfer of the grant-funded equipment and begin working with the APCD to promptly complete one of the following two available options:

- a.** Contractor will make compliance with this Agreement a written condition of the transfer and a new Agreement between the APCD and the new owner must be executed as part of the transfer. Under this option, transfer of the grant-funded equipment can only occur within California. Copies of all forms pertaining to the transfer of the grant-funded equipment will be provided to the APCD within 30 days of the transfer and the forms will refer to the existence of this Agreement and the new Agreement in the space provided for Warranties / Appurtenances / Limitations / Exceptions.
- b.** If Contractor elects to transfer the grant-funded equipment before completion of the obligations of this Agreement and the new owner does not enter into an Agreement with the APCD, or if the grant-funded equipment is transferred outside of California, Contractor will repay the APCD based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.

**3. Relocation:** If during the term of this Agreement Contractor wishes to relocate and continue to use the grant-funded equipment inside of California, but outside of San Luis Obispo

County, Contractor will notify the APCD of the specifics of the relocation in writing 15 days prior to the relocation and begin working with the APCD to determine the possibility of modifying the Grant Agreement. If during the term of this Agreement Contractor is to relocate and continue to use the grant-funded equipment outside of California, Contractor shall notify the APCD of the specifics of the relocation in writing at least 15 days prior to the relocation and will repay the APCD based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.

**4. Inoperative Equipment:** If the grant-funded equipment is unable to operate due to damage or any other reason during the term of this Agreement, Contractor will complete one of the three options listed below:

- a. For publicly accessible projects, Contractor will have the inoperative grant-funded equipment repaired within 48 hours by an agent that is authorized by the manufacturer to complete the repairs. Use of an unauthorized agent for the repair constitutes a breach of this Agreement. If equipment downtime exceeds 48 hours, Contractor will notify APCD and work with them to ensure equipment is operational and accessible to the public. Depending on the needed repair time, the APCD will determine if an amendment to this Agreement is necessary to extend the term of this Agreement to account for the time that the grant-funded equipment is out of service.
- b. For non-publicly accessible projects, Contractor will notify the APCD of the inoperative equipment in writing within 15 days and work with the APCD to ensure that the equipment is operational. Contractor will have the damaged grant-funded equipment promptly repaired by an agent that is authorized by the manufacturer to

complete the repairs. Use of an unauthorized agent for the repair constitutes a breach of this Agreement. Depending on the needed repair time, the APCD will determine if an amendment to this Agreement is necessary to extend the term of this Agreement to account for the time that the grant-funded equipment is out of service.

- c. If Contractor elects not to have the damaged grant-funded equipment repaired or replaced, then Contractor will repay the APCD based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.

## **29. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between Contractor and APCD with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature whatsoever unless expressly included in this Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first hereinabove written.

### **CONTRACTOR**

Paso Robles Joint Unified School District

### **APCD**

SAN LUIS OBISPO COUNTY  
AIR POLLUTION CONTROL DISTRICT

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Brad Pawlowski, Chief Business Officer

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Gary E. Willey, Air Pollution Control Officer

Tax I. D. Number: 48-1295642

This agreement conforms to a template approved as to legal form by APCD legal counsel.

EXHIBIT A

STATEMENT OF GRANT OBLIGATIONS

General

The APCD promotes voluntary emission reduction programs under cooperative agreements with eligible applicants to reduce public exposure to ozone precursors, toxic diesel particulate matter and greenhouse gases. The objective of this Grant Agreement is to reduce emissions by increasing the number and availability of EV charging stations in San Luis Obispo County.

Project Description

This project involves the installation of one single port ABB Terra 54C HV or approved equivalent EV charger at the Maintenance & Operations building located at 2910 Union Road in Paso Robles, CA 93446. The charging station will have one charging unit with two charging ports. The project specifics are included in Exhibit A1 to this Exhibit.

The following are general requirements under the terms of this Agreement:

1. The grant-funded equipment will not be accessible to the public but will be used exclusively to charge one or more public school buses or other school district vehicles.
2. Contractor anticipates annual usage of the charging station to be used by one or two electric buses.
3. Contractor shall ensure the charging station complies with applicable local, state, and federal access requirements, including the Americans with Disabilities Act.
4. For security, the area should have adequate lighting to operate the charging station and must comply with local codes for lighting requirements.
5. The charging station equipment should be designed to protect it from physical damage. Measures may include curbs, wheel stops, setbacks, bumper guards, and bollards. A cord management system should also be included.
6. Contractor shall operate and maintain the EV charging station in accordance with the terms of this Agreement.
7. No purchase or installation of the station may commence prior to the execution of this Grant Agreement.
8. Grant funding will be paid by the APCD to Contractor after the grant-funded equipment is operational and has been inspected by APCD staff. Contractor will work with the APCD to schedule this inspection.
9. The station will acknowledge receipt of APCD grant funding via signage or other equivalent method.

Project Expenses

Contractor is responsible to pay for all project expenses, including all future repair, maintenance and operation costs for the grant-funded equipment. The grant award will be paid to Contractor per the terms of this Agreement, as a reimbursement after the grant-funded equipment is installed and operational. Contractor is relying solely on Contractor's own investigation and decision for the selection of the grant-funded equipment, parts, and their installation.

Matching Funds

The funding award for this project will not exceed \$255,970.00. Costs incurred in excess of \$255,970.00, or the actual award amount, if less, will be borne by Contractor and will constitute their matching or in-kind contribution for the project.

Eligible Expenses

The eligible expenses for the project include:

- The purchase price of the grant-funded equipment
- The purchase price and installation cost
- Sales tax
- Reasonable delivery charges

Incentive funding may only be used to pay for items essential to the operation of the grant-funded equipment.

Reimbursable Expenses

The reimbursable expenses are a portion of the eligible expenses with the remainder of the project expenses covered by Contractor's matching funds for the project.

**STATEMENT OF WORK AND PROJECT TIMELINE**

**Project Completion: Tasks 1 to 3 below should be completed as rapidly as possible but must be completed before December 31<sup>st</sup>, 2020. If these tasks are not completed by this date, the APCD, at their option, may immediately terminate this Agreement, in which case Contractor will forfeit the funding award and the APCD may apply the funds to another project.**

Task 1: Agreement: Contractor will not commence the project, purchase, or put money down on the grant-funded equipment until they have received their copy of the executed Agreement from the APCD.

Task 2: Installation and Post-inspection of Grant-Funded Equipment:

1. Contractor will ensure that the installation of the grant-funded equipment is performed in a manner consistent with the manufacturer's specifications and such that it does not void the warranty(ies) provided by the manufacturer of the grant-funded equipment. The grant-funded equipment must carry at least a one (1) year manufacturer's warranty.
2. Contractor shall obtain from applicable governmental authorities any licenses, permits, or other approvals that may be required to install the grant-funded equipment.
3. Contractor will schedule the post-installation inspection with the APCD.

Task 3: Invoicing Requirements: Within 30 days of completing Task 2, Contractor will provide the APCD with the following:

1. One invoice from Contractor to APCD requesting payment in an amount not exceeding the grant award.
2. A copy of the final building permit; signed and approved by the appropriate governmental authority.

3. Supporting documentation for all project expenses in the form of copies of original itemized invoices from the subcontractors and suppliers.

Task 4: Maintenance Logs: A maintenance log for the grant-funded equipment will be maintained by the Contractor and made available to the APCD upon request.

Task 5: Usage Reports: Through the term of this Agreement, or its amendments, after the grant-funded equipment is in operation, Contractor will provide the APCD with annual usage reports as outlined in Exhibit B to this Agreement.

### **Term of Agreement**

For the purposes of this Agreement, the term of this Agreement is comprised of two time frames; "Project Completion" and "Project Implementation", as defined below:

- A. Project Completion** is defined herein to be the period of time starting with the date of execution of this Agreement and ending on the date when the APCD project post-inspection confirms that the project is operational.
- B. Project Implementation** is defined herein to be the period of time starting on the date when the APCD project post-inspection confirms that the project is operational and ending three (3) years from that date.



EXHIBIT A1

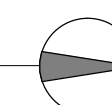
PROJECT SPECIFICS

See Next 5 Pages






1 SITE PLAN  
SCALE: 3/64" = 1'-0"



KEYNOTES



## SITE LEGEND

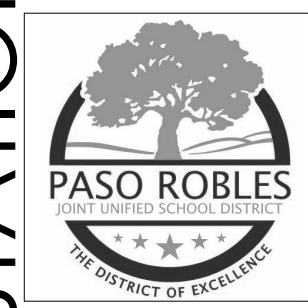
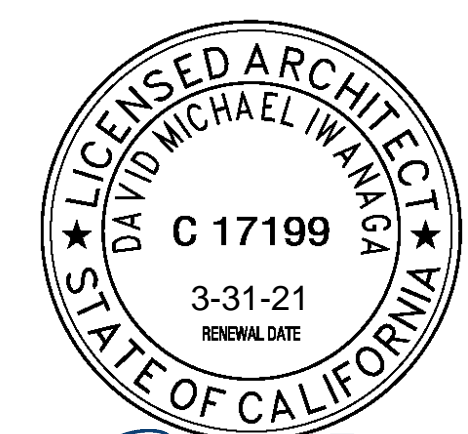
SITE HATCHES



EXISTING FIRE HYDRANT

MAINTENANCE & OPERATIONS  
BUILDING: NEW EV CHARGING  
STATION

2910 Union Road,  
Paso Robles, CA 93446

[illegible]

*Rad Seng*

# SIMPLY

790 NORTH PALM AVE | FRESNO, CALIFORNIA 93711  
\* 559.448.8400 | F 559.448.8467 | [www.silm-pbk.com](http://www.silm-pbk.com)

DRAWN BY  
Author

CHECKED BY  
Checker

DATE 03/10/2020

PROJECT ARCHITECT  
AOR

## OVERALL SITE PLAN

AS.3

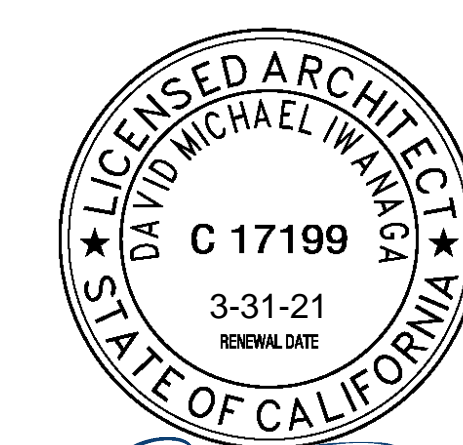




1 ENLARGED DEMO SITE PLAN

2 ENLARGED SITE - OPT2  
1"=65.1' SCALE: 1"=10'-0"

NOTE: REMOVE STRIPING  
AND RESTRIPE WITH 6"  
AS SHOWN

[illegible]

*Hal Wong*

# SIMPBK

790 NORTH PALM AVE | FRESNO, CALIFORNIA 93711  
 • 559.448.8400 | F 559.448.8467 | [www.slm-pbk.com](http://www.slm-pbk.com)

DRAWN BY  
Author

19-56 PROCEEDINGS

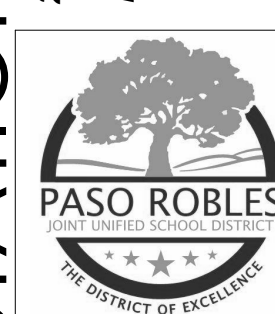
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Checker \_\_\_\_\_

PROJECT ARCHITECT  
AOR

ENLARGED DEMO &amp; NEW SITE PLAN

## MAINTENANCE & OPERATIONS BUILDING: NEW EV CHARGING STATION

2910 Union Road,  
Paso Robles, CA 93446



PTN:  
APJ:  
XXX

AS.4







## EXHIBIT B

## ANNUAL GRANT STATUS REPORT

**Annual Monitoring Report:** Annually, for the Project Implementation term (defined in Exhibit A) of this Agreement, Contractor will complete and submit an "Annual Equipment Usage Report" form (Exhibit B1) to the APCD for the grant-funded equipment on the anniversary date of the beginning of the Project Implementation. The "Annual Equipment Usage Report" must include at a minimum, a qualitative description of public or private uses, annual totals for the number of plug-in events and equipment usage in kilowatt-hours, and any unscheduled down-time, including duration and causes. In addition to this minimum information, the APCD encourages the applicant to submit an electronic data report which describes dates, times, charge duration and charge amount for each charger. The first report is due one year from the beginning of the Project Implementation, and it is Contractor's responsibility to provide the completed form to the APCD annually for three years. The purpose of this report is to provide the APCD with feedback as to Contractor's experience with the grant-funded equipment and to provide a record of the actual annual usage.

**Repercussions for Non-compliance:** Failure by Contractor to provide the "Annual Equipment Usage Report" within 14 days from the anniversary date(s) of the beginning of the Project Implementation will constitute a breach of this Agreement, and may result in any or all the following actions:

- **Compliance Audit:** APCD or their designee(s) may, at their discretion and at Contractor's expense, conduct a compliance audit of the grant-funded equipment. Contractor agrees to pay the then-current APCD billing rates for the inspector's time and mileage for any compliance audits so conducted.
- **Agreement Termination:** APCD or their designee(s) may suspend or terminate this Agreement (per Paragraph 9 ("Termination") of this Agreement) and demand that Contractor immediately repay the grant funds based on the repayment equation specified in Paragraph 4 ("Performance") of this Agreement.
- **No Payments to Non-compliant Contractors:** APCD will not make grant award payments for this or any other grant project to a Contractor who is in breach of a Grant Agreement. Repeated Grant Agreement breaches may jeopardize Contractor's eligibility for future grant funding.



Air Pollution Control District  
San Luis Obispo County

**Exhibit B1: Annual Equipment Usage Report ( \_\_ of 3 )**  
**(Agreement#: AB617-1718-03)**

**INSTRUCTIONS:** Complete this Annual Equipment Usage Report every year for 3 year(s) after the APCD completes this project's post inspection. The report shall be sent to the APCD within 2 weeks of the post inspection anniversary date. **Failure to provide complete information in a timely manner may lead to an immediate equipment inspection and audit.**

**SECTION 1. GRANTEE INFORMATION**

Kelly Stainbrook, Transportation Manager  
Paso Robles Joint Unified School District  
2910 Union Road  
Paso Robles, CA 93446

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

**SECTION 2. NEW ENGINE INFORMATION:** Please verify the information below and provide any missing information:

1. Type and Model of Charger: \_\_\_\_\_

2. Serial #: \_\_\_\_\_

3. Electrical Input: \_\_\_\_\_

**SECTION 3. ANNUAL USAGE INFORMATION:** Please provide the following equipment usage information annually based on the anniversary date of the post inspection/installation date (use additional sheets as necessary):

1. Annual Usage Per Charger and Number of Plug-In Events:

*Note: Along with this data, the APCD encourages the applicant to submit an electronic data report.*

CHARGER	REPORT PERIOD BEGIN	REPORT PERIOD END	TOTAL USAGE (KILOWATT-HOURS)	# OF PLUG-IN EVENTS
1				
2				

2. Public or Private Charger? \_\_\_\_\_ Describe public/private uses (e.g. who is using the charger)? \_\_\_\_\_

3. Has the grant-funded equipment exhibited any unscheduled downtime over this period? ☐ Yes ☐ No  
If Yes, please attach description of issue(s), cause(s) & duration of downtime.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Mail to:** APCD, 3433 Roberto Court  
San Luis Obispo, CA 93401

**Fax to:** (805) 781-1002  
**Questions:** (805) 781-5912

**APCD USE ONLY**

\_\_\_\_\_ Reviewer Initials

\_\_\_\_\_ Review Date

☐ 95% Success Rate

☐ APCD Database Updated